

STATE OF ALABAMA)

JEFFERSON COUNTY) November 27, 2012

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 November 14, 2012, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

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The Commission met in Work Session on Nov 21, 2012, and approved the following items to be placed on the November 27, 2012, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 9.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 14. Three additional items were added to agenda and passed to the Commission Meeting Agenda.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 5.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 10.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 24 (excluding Item 15).

Motion was made by Commissioner Knight seconded by Commission Brown that the Tuesday, December 11<sup>th</sup> Commission Meeting will be held on Monday, December 10, 2012 at 1:00 p.m. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Motion was made by Commissioner Knight seconded by Commission Brown that the December 19<sup>th</sup> Committee Meeting will be held on December 18<sup>th</sup> at 9:00 a.m. and that the December 25<sup>th</sup> Commission Meeting will be held on Thursday, December 20<sup>th</sup> at 9:00 a.m.

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Nov-27-2012-973

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.

Agreement with Office Payments Holdings, Inc. to modify the programming of the Interactive Voice Response (IVR) system in the amount of \$1,400.

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

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Nov-27-2012-974

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the agreement between Jefferson County, Alabama and Azteca Systems, Inc. to provide maintenance and support for Cityworks software for the period January 1, 2013 - December 31, 2013 in the amount of \$15,000.

CONTRACT NO.: 4509

Contract Amendment 3

This Amendment to Contract between Jefferson County, Alabama, and Azteca Systems, Inc. to provide "Maintenance Support-City Works", resulting from Jefferson County's request for Bid No. 154-08R.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The original contract between the parties referenced above was approved by the Jefferson County Commission on February 2, 2010 and recorded in the MB 159, Page 268-272; amendment I approved by John S. Young, Jr. LLC on January 26, 2011; amendment II approved by the Jefferson County Commission on March 27, 2012 and recorded in MB 163, Page 65, is hereby amended as follows:

- 3. AMEND TERM: January 1, 2013 - December 31, 2013
- 4. COMPENSATION: \$15,000.00

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Peter Hristou, CFO of Azteca Systems, Inc.

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

11/27/2012

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000038	ALABAMA STATE BOARD OF	PHARMACY LICENSE RENEWAL	CGH: PHARMACY	800.00	1900064771
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER POOL CAR FUEL	CORONER/MED EXAMINER	47.00	1900064845
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR SEWER BILLING MAILOUT	GEN SVCS: ADMIN	197.76	1900064961
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE	CORONER/MED EXAMINER	9.00	1900064882
DISTRICT 1	1001891	ALABAMA MEDICAID AGENCY	MEDICAID CREDIT BALANCE REFUND	CGH: ADMINISTRATION	47,943.24	1900064566
DISTRICT 1	1030310	PREFERRED MED CLAIM SOL	INSURANCE OVERPAID ON ACCOUNT - REQUESTS REFUND	CGH: ADMINISTRATION	11,129.08	1900065055
DISTRICT 1	1030311	JUANA VAZQUEZ-VALLEJO	PATIENT CASH OVER REFUND	CGH: ADMINISTRATION	2,592.47	1900064564
DISTRICT 1	1030312	ROWELL S ASHFORD	PATIENT CASH OVER REFUND	CGH: ADMINISTRATION	68.60	1900064561
DISTRICT 1	1030467	DELLA M BIBB	PATIENT CASH OVER REFUND	CGH: ADMINISTRATION	74.66	1900065052
*DISTRICT 1					62,861.81	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PAINT & CAULK FOR KETONA	R&T: HIWAY MAINT-KETONA	84.65	1900064836
DISTRICT 2	1000193	JEFFERSON CO TREASURER	3-WAY VALVES FOR CAMP BESSEMER	R&T: HIWAY MAINT-BESS	156.50	1900065184
DISTRICT 2	1000193	JEFFERSON CO TREASURER	IMPACT WRENCH	R&T: HIWAY MAINT-KETONA	199.00	1900065083
DISTRICT 2	1000193	JEFFERSON CO TREASURER	GAS CYLINDERS FOR NAIL GUN, BATTERY, USB CHARGER	R&T: HIWAY MAINT-KETONA	124.10	1900065001
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL FOR R. CARROLL - BESSMER	R&T: HIWAY MAINT-BESSEMER	30.00	1900064890
DISTRICT 2	1000193	JEFFERSON CO TREASURER	JACK FOR TIRE CHANGING - KETONA	R&T: HIWAY MAINT-KETONA	197.00	1900065161
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SPRAY PAINT - MARKING FOR CAMP BESSEMER	R&T: HIWAY MAINT-BESSEMER	41.69	1900065051
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SAND BLAST STAND - TRUCK LOAD	R&T: HIWAY MAINT-KETONA	186.60	1900065189
DISTRICT 2	1000193	JEFFERSON CO TREASURER	VALLEY TIN - CAMP KETONA	R&T: HIWAY MAINT-KETONA	80.00	1900065162
DISTRICT 2	1000193	JEFFERSON CO TREASURER	USB CHARGER, SAND, NUT DRIVER FOR DRIL - KETONA	R&T: HIWAY MAINT-KETONA	228.36	1900065077
*DISTRICT 2					1,327.90	
DISTRICT 3	1000061	AMERICAN PAYROLL ASSN	140013 MEMBERSHIP DUES V MCGREGORY	PAYROLL	219.00	1900065080
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. POSTAGE-BIRMINGHAM(TITLE APP) 69.75	REVENUE	69.75	1900065168
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-ENFORCEMENT EXAMINERS	REVENUE	236.95	1900065170
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. POSTAGE-BIRMINGHAM(TITLE APP) 86.84	REVENUE	86.84	1900064896
DISTRICT 3	1030145	GEORGE TABLACK	NOVEMBER TEMPORARY HOUSING	FINANCE ADMINISTRATION	2,350.00	1900065181
DISTRICT 3	1030145	GEORGE TABLACK	MOVING EXPENSE REIMBURSEMENT	FINANCE ADMINISTRATION	3,011.96	1900065182
*DISTRICT 3					5,974.50	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	TONER CARTRIDGE, BINDERS, RUBBER STAMPS, BUS TICKE	FC JUVENILE PROBATION	465.46	1900064532
DISTRICT 4	1000587	JEFF CO TREASURER	SPECIAL CONST AMEND ELECTION - SEPT 18 2012	BD OF REGISTRARS	20,959.65	1900063035
DISTRICT 4	1000587	JEFF CO TREASURER	HOUSE DISTR 34 ELECTION OCT 23 2012	BD OF REGISTRARS	113.60	1900064749
DISTRICT 4	1002077	INTNL ASSOC OF EMERGENCY	IAEM MEMBERSHIP DUES - ALLEN KNIPFHER	EMA	180.00	1900065060
DISTRICT 4	1003828	AAEM	EMA - AAEM MEMBERSHIP DUES FY2013	EMA	400.00	1900064965
DISTRICT 4	1029431	JOHN R GLENN	SR GRANT REIMBURSEMENT - JOHN GLENN	EMA	3,971.25	1900064893
DISTRICT 4	1029455	KATHY L GILES	SR GRANT REIMBURSEMENT - KATHY GILES	EMA	4,000.00	1900064894
DISTRICT 4	1029610	ROY OR PATRICIA HOWELL	SR GRANT REIMBURSEMENT - ROY OR PATRICIA HOWELL	EMA	4,000.00	1900064892
DISTRICT 4	1029612	RANDY GRAMMER	SR GRANT REIMBURSEMENT - RANDY GRAMMER	EMA	4,000.00	1900064902
DISTRICT 4	1029618	MARGARET FRENTZ	SR GRANT REIMBURSEMENT - MARGARET FRENTZ	EMA	4,000.00	1900064900
DISTRICT 4	1029620	JOSEPH W FONDAW	SR GRANT REIMBURSEMENT - JOSEPH W FONDAW	EMA	3,375.00	1900064891
DISTRICT 4	1029626	PEGGY GRAMMER	SR GRANT REIMBURSEMENT - PEGGY GRAMMER	EMA	4,000.00	1900064901
DISTRICT 4	1029636	JAMES MADISON	SR GRANT REIMBURSEMENT - JAMES MADISON	EMA	4,000.00	1900065049
DISTRICT 4	1029679	RAYMOND E MARTIN	SR GRANT REIMBURSEMENT - RAYMOND MARTIN	EMA	4,000.00	1900064904
DISTRICT 4	1029684	MICHAEL HOWELL	SR GRANT REIMBURSEMENT - MICHAEL HOWELL	EMA	4,000.00	1900064903
DISTRICT 4	1029735	CHRISTOPHER / ANNA WOOTEN	SR GRANT REIMBURSEMENT - CHRISTOPHER WOOTEN	EMA	4,000.00	1900065050
*DISTRICT 4					65,464.96	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HEX WRENCHES,CABINET LOCK,STARTING FLUID,B68 V-BEL	ES: PACKAGE WWTP/ PUMP STA	310.08	1900065076
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDL'S,KEYS,TUBING,BULBS,LOCK,PLYWOOD,PIPE,WHEEL,RE	ES: SHADES LINE MAINT	380.92	1900065078
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOUGHT TARP FOR INFLUENT PUMP STATION	ES: CAHABA RIVER WWTP	14.48	1900065194
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POLY TUBING FOR THE UV	ES: TURKEY CREEK WWTP	12.80	1900064962
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FENCE TIES FOR AL SEIER	ES: CAHABA RIVER WWTP	10.00	1900065009
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RENEWAL OF GRADEIV CERTIFICATION	ES: LEEDS WWTP	40.00	1900065002
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FUSES FOR MAINTENANCE TRUCK	ES: CAHABA RIVER WWTP	3.69	1900065008
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DRAIN CLEANING MACHINE TO ROD OUT ALUM LINES	ES: LEEDS WWTP	283.10	1900065059
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REGULATOR,HOSE,FITTINGS,BATTERY,BOLTS,BEARINGS	ES: VILLAGE MAINT SHOP	732.38	1900065000
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CERTIFICATION RENEWAL	ES: TURKEY CREEK WWTP	55.00	1900065160
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PADS FOR CLEANING UV BULBS	ES: CAHABA RIVER WWTP	10.53	1900065007
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SUPER GLUE,HINGES,FLASH DRIVE,BOLTS,V-BELTS,CABLE	ES: PACKAGE WWTP/ PUMP STA	223.59	1900064819

DISTRICT 5	1000193	JEFFERSON CO TREASURER	PICTURE FRAMES FOR PLANT AWARDS	ES: CAHABA RIVER WWTP	8.00	1900065191
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOUGHT NEW BATTERIES FOR MISSION UNITS AT ROSS	ES: CAHABA RIVER WWTP	164.00	1900065192
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDL SHIPPING OF CAMERAS, KITCHEN SUPPLIES, PARTS,	ES: TV INSPECTION & GROUTING	148.20	1900065079
DISTRICT 5	1003912	GRAYLIN STARGELL	ASSESSOR_2012FIREAPPOPERVIDEOASSM	PER BD: TESTING	154.97	1900065023
DISTRICT 5	1020047	GINA YAEGER	ASSESSOR_2012FIREAPPARATUOPERTORPUMP	PER BD: TESTING	161.45	1900065058
DISTRICT 5	1020674	ERIC PHILLIPS	ASSESSOR_2012FIREAPPARATUIOPERTORPUMP	PER BD: TESTING	175.00	1900065056
DISTRICT 5	1025167	DEBORAH BRYARS	ASSESSOR-2012FIREAPPOPERATVIDEOASSMNT	PER BD: TESTING	346.13	1900065019
DISTRICT 5	1025875	JOSEPH ADAMS	ASSESSOR-2012FIREAPPOPERATVIDEOASSMNT	PER BD: TESTING	458.72	1900065020
DISTRICT 5	1025884	DARON DAVIS	ASSESSOR-2012FIREAPPOPERATVIDEOASSMNT	PER BD: TESTING	125.00	1900065018
DISTRICT 5	1025892	TONY LAURETO	ASSESSOR_2012FIREAPPARATUISOPERTORPUMP	PER BD: TESTING	555.11	1900065053
DISTRICT 5	1025895	ROBERT SPARROW	ASSESSOR_2012FIREAPPARATUOPERTORPUMP	PER BD: TESTING	185.00	1900065057
DISTRICT 5	1027164	JOYCE MILLER BRIDGES	ASSESSOR_2012FIREAPPARATUIOPERTORPUMP	PER BD: TESTING	246.50	1900065054
DISTRICT 5	1028788	DONALD MINOR JR	ASSESSOR-J_2012FIREAPPOPERATVIDEOASSMNT	PER BD: TESTING	245.00	1900065021
DISTRICT 5	1028789	DEBORAH MILLS	ASSESSOR-2012FIREAPPOPERATVIDEOASSMNT	PER BD: TESTING	522.71	1900065022
DISTRICT 5	1030355	GLADYS WATERS	REFUND FOR OVERPAYMENT & FB 14-21820 (D)	FINANCE SEWER SERVICES	12.50	1900064868
DISTRICT 5	1030356	WANDA M BALL	REFUND FOR OVERPAYMENT & FB 14-23630 (D)	FINANCE SEWER SERVICES	275.56	1900064869
DISTRICT 5	1030357	JASON REYNOLDS	REFUND FOR OVERPAYMENT & FB 14-14130 (D)	FINANCE SEWER SERVICES	38.67	1900064866
DISTRICT 5	1030358	JOHN H SNOW	REFUND FOR PM ADJ & FB W0-67427 (D)	FINANCE SEWER SERVICES	344.31	1900064867
DISTRICT 5	1030404	MARTIN BISKUP	ASSESSOR_MARTINBISKUP_2012AUGUSTASSESSMENT	PER BD: TESTING	170.00	1900065003
DISTRICT 5	1030405	MARINDA BROWN	ASSESSOR_MARINDABROWN_2012AUGUSTASSESSMENT	PER BD: TESTING	125.00	1900065004
DISTRICT 5	1030406	STEPHANIE CERAMI	ASSESSOR_STEPHANIECERAMI_2012AUGUSTASSESSMENT	PER BD: TESTING	196.06	1900065014
DISTRICT 5	1030407	MYRCA CERAN	ASSESSOR_CYRACERAN_2012AUGUSTASSESSMENT	PER BD: TESTING	242.77	1900065013
DISTRICT 5	1030408	CHRISTOPHER DOWNING	ASSESSOR_2012AUGUSTASSESSMENT	PER BD: TESTING	256.21	1900065012
DISTRICT 5	1030409	STEPHANIE EIDE	ASSESSOR_STEPHANIEEIDE_2012AUGUSTASSESSMENT	PER BD: TESTING	125.00	1900065006
DISTRICT 5	1030410	CHRISTINA FOY	ASSESSOR_CHRISTINAFOY_2012AUGUSTASSESSMENT	PER BD: TESTING	125.00	1900065005
DISTRICT 5	1030411	LAUREN HEWGLEY	ASSESSOR_LAURENHEWGLEY_2012AUGUSTASSESSMENT	PER BD: TESTING	280.52	1900065011
DISTRICT 5	1030412	LARS JOHNSON	ASSESSOR_LARSJOHNSON_2012AUGUSTASSESSMENT	PER BD: TESTING	444.55	1900064959
DISTRICT 5	1030413	ALLISON KOLICK	ASSESSOR_ALLISONKOLICK_2012AUGUSTASSESSMENT	PER BD: TESTING	325.07	1900064958
DISTRICT 5	1030415	KATELYN LATORRA	ASSESSOR_KATELYNLATORRA_2012AUGUSTASSESSMENT	PER BD: TESTING	175.00	1900064956
DISTRICT 5	1030416	LIANNA LHAMON	ASSESSOR_LIANNALHAMON_2012AUGUSTASSESSMENT	PER BD: TESTING	349.82	1900064942
DISTRICT 5	1030417	KEATON MONTGOMERY	ASSESSOR_2012AUGUSTASSESSMENT	PER BD: TESTING	427.13	1900064936
DISTRICT 5	1030418	EBO OSAM	ASSESSOR_EBOOSAM_2012AUGUSTASSESSMENT	PER BD: TESTING	125.00	1900064935
DISTRICT 5	1030419	YELENA POLYASHUK	ASSESSOR_2012AUGUSTASSESSMENT	PER BD: TESTING	237.15	1900064817
DISTRICT 5	1030420	APRIL READ	ASSESSOR_APRILREAD_2012AUGUSTASSESSMENT	PER BD: TESTING	136.34	1900064934
DISTRICT 5	1030421	TIFFANY REED	ASSESSOR_TIFFANYREED_2012AUGUSTASSESSMENT	PER BD: TESTING	444.55	1900064933
DISTRICT 5	1030422	LATAURUS RICHARDSON	ASSESSOR_2012AUGUSTASSESSMENT	PER BD: TESTING	444.55	1900064932
DISTRICT 5	1030423	RYAN RIPPY	ASSESSOR_RYANRIPPY_2012AUGUSTASSESSMENT	PER BD: TESTING	315.35	1900064931
DISTRICT 5	1030424	JENNIFER RUARK	ASSESSOR_JENNIFERRUARK_2012AUGUSTASSESSMENT	PER BD: TESTING	259.48	1900064921
DISTRICT 5	1030426	SYLVESTER COLES	SYLVESTER COLES HEALTH INSURANCE PREMIUM REFUND	HUMAN RESOURCES ADM	170.50	1900064842
DISTRICT 5	1030429	VISHAKHA SHEORAN	ASSESSORVISHAKHASHEORAN_2012AUGUSTASSESSMENT	PER BD: TESTING	150.00	1900064815
DISTRICT 5	1030430	LAURA SOS	ASSESSOR_LAURASOS_2012AUGUSTASSESSMENT	PER BD: TESTING	190.61	1900064814
DISTRICT 5	1030431	SEQUANA TOLON	ASSESSOR_SEQUANATOLON_2012AUGUSTASSESSMENT	PER BD: TESTING	245.00	1900064813
DISTRICT 5	1030433	WHITNEY WIDEMAN	ASSESSOR_WHITNEYWIDEMAN_2012AUGUSTASSESSMENT	PER BD: TESTING	366.63	1900064811
DISTRICT 5	1030434	JARRIN YEARY	ASSESSOR_JARRINYEARY_2012AUGUSTASSESSMENT	PER BD: TESTING	305.63	1900065015
DISTRICT 5	1030448	DOROTHY JONES	REFUND FOR OVERPAYMENT & FB W0-97234(D)	FINANCE SEWER SERVICES	22.50	1900064870
DISTRICT 5	1030449	SARAH GURGANUS	REFUND FOR OVERPAYMENT & FB 11-1520 (D)	FINANCE SEWER SERVICES	11.81	1900064871
DISTRICT 5	1030450	ERICA WEBB	REFUND FOR OVERPAYMENT & FB W0-88179(D)	FINANCE SEWER SERVICES	17.65	1900064872
*DISTRICT 5					12,928.28	
**					148,557.45	

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

Nov-27-2012-975

WHEREAS, the Finance Department has identified fixed asset items for disposal/transfer from inventory; and

WHEREAS, each item cost less than \$5,000; and

WHEREAS, in accordance with the resolution capitalization threshold for fixed assets, recorded October 10, 2010 at Minute Book: 160, Pages 511-512, these items no longer meet the definition of a fixed asset.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Finance Department to remove fixed assets from various County departments from inventory, be and hereby is approved.

Disposals for Assets Less Than \$5,000

(list on file in the Minute Clerk's office)

<u>Fund Name</u>	<u>Fund Number</u>
General Fund	1000
Community Development	1017
General Grant	1600
Revenue Sharing	2016
Capital Projects	4021
Equip Acquisition	4024
Emergency Management	5063
Storm Water Management	5072
Cooper Green Mercy Hospital	7031
Jeff Rehab & Health Center	7032
Landfill Operations	7033
Sanitary Operations	7034

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

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Nov-27-2012-976

WHEREAS, the Jefferson County Commission desires to provide convenient, cost effective services to its citizens; and

WHEREAS, Act No 2012-279 was recently adopted by the Legislature to provide utilization of the Optional Network Election for Single Point Online Transactions or 'ONE SPOT' for any taxpayer required to file a state or local sales tax, use tax, or rental tax return; and

WHEREAS, pursuant to the adoption of this new legislation the Commission desires to inspect and test the Alabama Department of Revenue Paperless Filing and Payment System for consideration of providing taxpayers of Jefferson County the option to file sales and use tax returns via the internet; and

WHEREAS, the Jefferson County Commission further requests that the Alabama Department of Revenue of the State of Alabama to provide online tax filing services for the collection of sales and use taxes as levied pursuant to the provisions of Section 40-12-4, Code of Alabama 1975, or any general, special, or local act as authorized by the Legislature; and

WHEREAS, taxpayers will be able to file their Jefferson County sales and use taxes on the Alabama Department of Revenue's Paperless Filing & Payment System at the current cost of \$1.21 per transaction; however, no cost will be charged to Jefferson County until the first sales or use tax return is filed by a Jefferson County taxpayer through the state's Paperless Filing & Payment System; and

WHEREAS, the Commission deems this consideration to be in the best interest of Jefferson County taxpayers in order that the County will be best served by an innovative electronic tax filing solution which provides convenience to its citizens in a cost effective manner;

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

1. The County hereby requests the Alabama Department of Revenue of the State of Alabama to provide online filing services for the collection of sales and use taxes as levied pursuant to the provisions of Section 40-12-4, Code of Alabama 1975, or any general, special, or local act as authorized by the Legislature.
2. The County Manager is hereby authorized to execute documents with the Alabama Department of Revenue of the State of Alabama in order to perform an inspection and testing for this endeavor and to set the go-live date.
3. The County Manager is hereby authorized to execute the other documents associated with performing an inspection and testing of the state's Paperless Filing and Payment system.
4. The County Manager is hereby authorized and directed to forward said copy so certified by the Jefferson County Commission, to the Alabama Department of Revenue.

Adopted and approved this 27<sup>th</sup> day of November, 2012

David Carrington, President

Jefferson County Commission

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

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Nov-27-2012-977

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

For Week of 10/30/12 -11/05/12

1. COOPER GREEN MERCY HOSPITAL FROM BERNEY OFFICE SOLUTIONS, MONTGOMERY, AL, CONTRACT RENEWAL FOR PRINTER MANAGEMENT SERVICE FOR THE PERIOD OF 11/01/12 - 09/30/13. SCHEDULED FOR REBID IN FY14. SAP PURCHASE ORDER # 2000068925                      HISTORICAL COST \$60,000.00 TOTAL    REFERENCE BID # 173-12
2. LAND DEVELOPMENT FROM CCA FINANCIAL LLC, RICHMOND, VA, TO LEASE EXISTING XEROX 7755 COPIER SCHEDULED FOR REBID IN FYI 3. SAP PURCHASE ORDER # 2000068961                      \$5,585.40                      TOTAL REFERENCE BID # 96-10
3. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM ADAMSON FORD, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068752                      \$20,000.00 TOTAL
4. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM BENCHMARK CHRYSLER, BIRMINGHAM, AL, OPEN

- PURCHASE ORDER FOR AUTOMOTIVE PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13.  
SAP PURCHASE ORDER # 2000068749 \$10,000.00 TOTAL
5. ENVIRONMENTAL SERVICES SEWER LINE MAINTENANCE FROM US FOUNDRY, ATLANTA, GA, TO RENEW CONTRACT FOR MANHOLE SEWER COVERS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SCHEDULED FOR REBID IN FY13. REFERENCE BID # 169-11 \$40,000.00 TOTAL
  6. ENVIRONMENTAL SERVICES SEWER LINE MAINTENANCE FROM PORT CITY PIPE COMPANY, MOBILE, AL, TO RENEW CONTRACT FOR MANHOLE RISER RINGS ON AS NEEDED BASIS FOR TILE PERIOD OF 10/01/12 - 9/30/13. SCHEDULED FOR REBID IN FY13. REFERENCE BID: 189-10 \$20,000.00 TOTAL
  7. ROADS AND TRANSPORTATION ADMINISTRATION FROM KELLY CONSTRUCTION COMPANY. BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR ROAD MILLING SMV11CES ON AS NEEDED BASIS FOR TILE PERIOD OF 10/01 / 12 - 9/30/13. SAP PURCHASE ORDER;: 2000068690 \$20,000.00 TOTAL REFERENCE BID # 160-12
  8. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM LABSCO, NASHVILLE, TN, CONTRACT RENEWAL TO PURCHASE HEMATOLOGY SUPPLIES FOR THE PERIOD OF 10/01/12 - 9/30/13 - TO INCLUDE PAYMENT OF ANY UNPAID INVOICES FOR FY12. SAP PURCHASE ORDER # 2000068800 \$8,000.00 TOTAL  
REFERENCE BID # 12-12 CLARITY CONTRACT # CON-00001881
  9. ENVIRONMENTAL SERVICES: ADMINISTRATION FROM NATIONAL ASSOCIATION OF CLEAN WATER AGENCIES (NACWA), POTOMAC FALLS, VA, FOR FISCAL YEAR 2013 MEMBERSHIP DUES FOR NACWA.  
SAP PURCHASE ORDER # 2000068813 \$19,060.00 TOTAL
  10. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM EQUIPMENT AND PARTS SPECIALTY COMPANY, MONTGOMERY, AL, OPEN PURCHASE ORDER FOR VEHICLE PARTS AND REPAIRS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068836 \$15,000.00 TOTAL
  11. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM FLEET PRIDE INCORPORATED, ATLANTA, GA, OPEN PURCHASE ORDER FOR VEHICLE PARTS AND REPAIRS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068842 \$20,000.00 TOTAL
  12. ENVIRONMENTAL SERVICES (BARTON LABORATORY) FROM NEXAIR, PINSON, AL, TO PURCHASE OXYGEN, ACETYLENE AND OTHER GASES AS IDENTIFIED BY USER DEPARTMENT ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068875 \$9,000.00 TOTAL  
REFERENCE BID # 56-12
  13. ROADS AND TRANSPORTATION ADMINISTRATION FROM KIRKPATRICK CENTRAL CONCRETE, BIRMINGHAM, AL, PURCHASE ORDER FOR READY MIX CONCRETE ON AS-NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068895 \$60,000.00 TOTAL REFERENCE BID # 178-11
  14. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM AUTO ELECTRIC AND CARBURATOR D/B/A SOUTHERN DISTRIBUTORS, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 -9/30/13. SAP PURCHASE ORDER # 2000068759 \$50,000.00 TOTAL
  15. ENVIRONMENTAL SERVICES: CAHABA RIVER WWTP FROM HACH COMPANY, LOVELAND, CO, TO PURCHASE AMMONIUM PROBES AND ACCESSORIES. SAP PURCHASE ORDER # 2000068911 \$24,179.60 TOTAL  
REFERENCE BID # 2-13
  16. TAX ASSESSOR FROM KONICA MINOLTA, BIRMINGHAM, AL, TO PURCHASE COPIER BIZHUB PRESS C700. SAP PURCHASE ORDER # 2000066933 \$24,708.00 TOTAL REFERENCE BID # 150-11
  17. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM MCPHERSON OIL COMPANY, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR OILS AND LUBRICANTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/12. SAP PURCHASE ORDER # 2000069025 \$70,000.00 TOTAL REFERENCE BID # 76-12
  18. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM KURTS TRUCK AND PARTS, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068993 \$10,000.00 TOTAL
  19. ROADS AND TRANSPORTATION FLEET MANAGEMENT NEXTRAN TRUCK CENTER, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR VEHICLE PARTS AND REPAIRS ON AS 'NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000069031 \$10,000.00 TOTAL
  20. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM LONG LEWIS FORD, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000069006 \$20,000.00 TOTAL
  21. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM NOVA-TEC, BIRMINGHAM, AL, OPEN PURCHASE

ORDER FOR VEHICLE PARTS AND REPAIRS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13.

SAP PURCHASE ORDER # 2000069034 \$15,000.00 TOTAL

22. ENVIRONMENTAL SERVICES: ADMINISTRATION FROM SIMPLEX GRINNELL LP, PALATINE, IL, FYI 3 PURCHASE ORDER FOR FIRE ALARM SYSTEM INSPECTION, TESTING AND MAINTENANCE FOR THE PERIOD OF 10/25/12 - 10/24/13. SAP PURCHASE ORDER # 2000069020 \$17,393.00 TOTAL REFERENCE BID # 206-11
23. ENVIRONMENTAL SERVICES: FIVE-MILE CREEK WWTP FROM JIM HOUSE AND ASSOCIATES, BIRMINGHAM, AL, TO PURCHASE FLGYT SUBMERSIBLE PUMP 3 HP - TWO (2) AT \$3,860 EACH. SAP PURCHASE ORDER # 2000069023 \$7,720.00 TOTAL
24. ENVIRONMENTAL SERVICES: FIVE-MILE CREEK WWTP FROM HOBBS GROUP LLC, PINSON, AL, TO PURCHASE POWER GENERATOR EXHAUSTS STACKS. SAP PURCHASE ORDER # 2000068962 \$9,645.00 TOTAL
25. ROADS AND TRANSPORTATION: TRAFFIC SIGN SHOP KETONA FROM VULCAN SIGNS, FOLEY, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO COVER FREIGHT CHARGES (INV# 223306). \*PURCHASE ORDER APPROVED BY COMMISSION ON 5/8/12 FOR PURCHASE OF SIGN POST 12', "U" CHANNEL 2# PER LINEAR. SAP PURCHASE ORDER # 2000064224 CHANGE ORDER \$ 1,800.00  
STATE OF ALABAMA CONTRACT # T138 PURCHASE ORDER \$20,930.00 TOTAL
26. ALL JEFFERSON COUNTY DEPARTMENTS FROM MAGIC CITY SPORTSWEAR, BIRMINGHAM, AL, CONTRACT RENEWAL FOR T-SHIRTS WITH COUNTY LOGO. CONTRACT PERIOD: 1/1/13 - 12/31/13. REFERENCE BID # 9-12 HISTORICAL USAGE \$11,000.00 TOTAL
27. JEFFERSON COUNTY SHERIFF'S DEPARTMENT FROM BOB BARKER, CHARLOTTE, NC, FOR PURCHASE OF JAIL MATTRESSES AS DESCRIBED ON BID 97-12. TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 8/1/12 - 9/30/13. SAP PURCHASE ORDER # 2000068977 \$5,915.70 TOTAL REFERENCE BID # 97-12
28. GENERAL SERVICES ADMINISTRATION FROM PARTNERS ELEVATOR SERVICE, BIRMINGHAM, AL, OPEN PURCHASE ORDER ELEVATOR MAINTENANCE AND REPAIR ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068990 \$15,168.00 TOTAL REFERENCE BID # 138-10
29. GENERAL SERVICES ADMINISTRATION FROM PARTNERS ELEVATOR SERVICE, BIRMINGHAM, AL, OPEN PURCHASE FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068987 \$7,582.00 TOTAL REFERENCE BID # 138-10
30. ENVIRONMENTAL SERVICES (BARTON LABORATORY) FROM FISHER SCIENTIFIC, HOUSTON, TX, FOR THE PURCHASE OF LABORATORY SUPPLIES FOR THE PERIOD OF 10/01/12 - 9/30/13 - TO BE ORDERED AS NEEDED BY USER DEPARTMENT AND TO COVER SHIPPING AND HANDLING CHARGES, INCLUDING SPECIAL CHARGES FOR HAZMAT. SAP PURCHASE ORDER # 2000068829 \$60,000.00 TOTAL  
STATE OF ALABAMA CONTRACT # T-233

For Week of 11/06/12 - 11/12/12

1. GENERAL SERVICES JAIL MAINTENANCE FROM W. W. GRAINGER INCORPORATED, BIRMINGHAM, AL, PURCHASE ORDER FOR PERSONNEL LIFT WITH 350 LB CAPACITY FOR JAIL MAINTENANCE. SAP PURCHASE ORDER # 2000069223 \$7,651.80 TOTAL STATE OF ALABAMA CONTRACT # T-800
2. ROADS AND TRANSPORTATION ADMINISTRATION FROM VULCAN MATERIALS, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR GRAVEL ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000069152 \$100,000.00 TOTAL REFERENCE BID # 91-12
3. ROADS AND TRANSPORTATION ADMINISTRATION FROM HANSON PIPE AND PRECAST, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR CONCRETE PIPE ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000069159 \$100,000.00 TOTAL REFERENCE BID # 86-12
4. JEFFERSON REHABILITATION AND HEALTH CENTER FROM VEOLIA ES SOLID WASTE SE, MOODY, AL, FY 13 PURCHASE ORDER FOR WASTE COLLECTION AND DISPOSAL SERVICES FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000066147 \$35,000.00 TOTAL REFERENCE BID # 175-10
5. SHERIFF'S DEPARTMENT: BIRMINGHAM JAIL CORRECTION FROM VEOLIA ES SOLID WASTE SE, MOODY, AL, FYI 3 PURCHASE ORDER FOR WASTE COLLECTION AND DISPOSAL SERVICE FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000069153 \$27,200.00 TOTAL REFERENCE BID # 175-10
6. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM JOHNSON AND JOHNSON, ATLANTA, GA, FOR THE PURCHASE OF THERMACHOICE ABLATION KIT # 11 1C6PACK2. SAP PURCHASE ORDER # 2000069135 \$5,720.00 TOTAL
7. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM SOUTHLAND INTERNATIONAL TRUCKS,

- BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR VEHICLE PARTS AND REPAIRS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000069054 \$25,000.00 TOTAL
8. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM THOMPSON AND TRACTOR, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR VEHICLE PARTS AND REPAIRS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000069055 \$40,000.00 TOTAL
9. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM TRACTOR AND EQUIPMENT, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR VEHICLE PARTS AND REPAIRS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000069058 \$25,000.00 TOTAL
10. ENVIRONMENTAL SERVICES: CAHABA RIVER WWTP FROM MOTION INDUSTRIES, BIRMINGHAM, AL, FOR FLENDER 30 HP GEARBOX FOR MIXER. SAP PURCHASE ORDER # 2000069233 \$23,535.29 TOTAL  
REFERENCE BID # 6-13
11. ENVIRONMENTAL SERVICES: VILLAGE ELECTRICAL SHOP FROM JIM HOUSE & ASSOCIATES INCORPORATED, BIRMINGHAM, AL, FOR FLYGT PUMP REPAIR. SAP PURCHASE ORDER # 2000069172 \$6,957.00 TOTAL
12. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM KONE INCORPORATED, BIRMINGHAM, AL, PURCHASE ORDER FOR PAYMENT OF INVOICES FOR ELEVATOR MAINTENANCE AND REPAIR. SAP PURCHASE ORDER # 2000069244 \$17,490.00 TOTAL REFERENCE BID # 138-10
13. COUNTY CORONER'S OFFICE FROM SALEM INTERNATIONAL, LAGUNA NIGEL, CA, TO AWARD CONTRACT FOR PURCHASE OF CADAVER TRANSPORT BAGS FOR THE PERIOD OF 11/27/12 - 9/30/13. REFERENCE BID # 16-13 \$9,000.00 TOTAL FYI 3 BUDGETED AMOUNT
14. GENERAL SERVICES - ADMINISTRATIVE FROM WAREHOUSE EQUIPMENT AND SUPPLY COMPANY, BIRMINGHAM, AL, ANNUAL PREVENTIVE MAINTENANCE ON ALL OVERHEAD DOORS. ORIGINAL AMOUNT APPROVED: \$20,000.00. SAP PURCHASE ORDER # 2000069154 \$21,570.00 TOTAL REFERENCE BID # 65-12  
CLARITY CONTRACT # CON-00003675
15. GENERAL SERVICES: ADMINISTRATION FROM A D I, BIRMINGHAM, AL, CONTRACT RENEWAL FOR ELECTRONIC SUPPLIES FOR THE PERIOD OF 10/01/12 - 9/30/13. REFERENCE BID # 229-10
16. GENERAL SERVICES: ADMINISTRATION FROM A D I, BIRMINGHAM, AL, FY13 PURCHASE ORDER FOR ELECTRONIC SUPPLIES FOR THE PERIOD OF 10/01/12 - 9/30/13. SCHEDULED FOR REBID IN FY13. SAP PURCHASE ORDER # 2000069256 \$50,000.00 TOTAL REFERENCE BID # 229-10
17. COOPER GREEN MERCY HOSPITAL (GENERAL SERVICES) FROM LIFE GAS A DIVISION OF LINDE GAS NORTH AMERICA LLC, CHICAGO, IL, TO AWARD CONTRACT FOR MEDICAL GASES FOR THE PERIOD OF 11/27/12 - 9/30/13, TO BE ORDERED AS NEEDED PER USER DEPARTMENT. REFERENCE 20-13 \$20,000.00 TOTAL  
FY13 BUDGETED AMOUNT
18. GENERAL SERVICES FROM GORRIE-REGAN AND ASSOCIATES, BIRMINGHAM, AL, TO REPAIR GATE IN PARKING DECK LOCATED ON RICHARD ARRINGTON JR BLVD NO. SAP PURCHASE # 2000069250 \$10,985.00 TOTAL
19. ROADS AND TRANSPORTATION ADMINISTRATION FROM VULCAN ASPHALT REFINING, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR LIQUID ASPHALT ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE # 2000069252 \$200,000.00 TOTAL REFERENCE BID # 173-10
20. ENVIRONMENTAL SERVICES: CAHABA RIVER WWTP FROM A D I, BIRMINGHAM, AL, TO PURCHASE SURVEILLANCE CAMERA. SAP PURCHASE ORDER # 2000069257 \$7,906.86 TOTAL  
REFERENCE BID # 229-10
21. ACKNOWLEDGMENT FOR EMERGENCY MANAGEMENT AGENCY (EMA) FROM DEAN TYLER BURNS ARCHITECTURE, INDIAN SPRINGS, AL, TO PAY FINAL PAYMENT FOR TANNEHILL COMMUNITY SHELTER. SAP PURCHASE ORDER # 2000069071 \$6,165.00 TOTAL CLARITY CONTRACT # CON-00002500
22. ENVIRONMENTAL SERVICES: ADMINISTRATION LINE MAINTENANCE FROM KONICA MINOLTA BUSINESS SOLUTIONS, BESSEMER, AL, TO PURCHASE KONICA MINOLTA BIZHUM C554 COPIER. SAP PURCHASER ORDER # 2000069197 \$5,287.00 TOTAL REFERENCE BID # 150-11
23. ENVIRONMENTAL SERVICES: T.V. INSPECTION DEPARTMENT FROM KONICA MINOLTA BUSINESS SOLUTIONS, BESSEMER, AL, TO PURCHASE KONICA MINOLTA BIZHUB C554 COPIER. SAP PURCHASE ORDER # 2000069198 \$5,287.00 TOTAL REFERENCE BID # 150-11
24. COMMISSIONER DISTRICT 5 FROM NACO, BALTIMORE, MD, TO PROVIDE 2013 MEMBERSHIP FOR COUNTY COMMISSIONERS FOR THE PERIOD OF 1/1/13 -12/31/13. SAP PURCHASE ORDER # 2000069078 \$14,235.00 TOTAL

25. ECONOMIC DEVELOPMENT - WORKFORCE INVESTMENT FROM GROVE PARTNERS OF BIRMINGHAM LLC D/B/A BONUS CARE OF BIRMINGHAM, NASHVILLE, TN, TO PROVIDE SERVICE FOR JANITORAL / CUSTODIAL SERVICE FOR THE PERIOD OF 11/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000069075 \$10,13 8.80 TOTAL  
REFERENCE BID # 209-10
26. ACKNOWLEDGMENT FOR EMERGENCY MANAGEMENT AGENCY (EMA) FROM TRAVELERS INSURANCE RENEWAL, HARTFORD, CT, TO RENEW AUTO POLICY #9068M005 BA FOR THE PERIOD OF 11/01/12- 11/01/13.  
SAP PURCHASE ORDER # 2000069242 \$23,159.00 TOTAL
27. GENERAL SERVICES: ADMINISTRATION FROM TERMINIX INTERNATIONAL, TRUSSVILLE, AL, PAYMENT OF FYI 2 INVOICES FOR TERMITE BAITING PROGRAM. SAP PURCHASE ORDER # 2000069160  
ACCT# 3984871 \$2,024.00  
ACCT# 3986142 1,520.00  
ACCT# 3986149 2,540.00  
\$6,084.00 TOTAL

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

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Nov-27-2012-978

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

For Week of 10/30/12 -11/05/12

1. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL FROM MCCAIN ENGINEERING, PELHAM, AL, TO PAY INVOICE # 9465 FOR EMERGENCY REPAIR OF BOILERS. SAP PURCHASE ORDER # 2000068919 \$1,793.00 TOTAL
2. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM COOK MEDICAL INCORPORATED, CHICAGO, IL, TO PAY INVOICE # V2959908-N FOR EMERGENCY STENTS/BALLON AS PRESCRIBED BY DR. FARRAH AND ORDERED BY MEMBER OF CGMH SURGICAL STAFF. SAP PURCHASE ORDER # 2000068877 \$2,021.35 TOTAL
3. EXCEPTION FOR SHERIFF DEPARTMENT FROM LEADS ON LINE LLC, DALLAS, TX, TO PAY INVOICE # 222324 FOR ANNUAL RENEWAL FEE FOR ONLINE DATA INVESTIGATION SERVICES FOR THE PERIOD OF 11/01/12 -10/31/13.  
SAP PURCHASE ORDER # 2000068839 \$15,720.00 TOTAL
4. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM LIFE SYSTEMS INCORPORATED, CHESTERFIELD, MO, TO PAY INVOICE FOR LEVEL II STANDARD RIGID ENDOSCOPE AS REQUESTED BY MEMBER OF CGMH SURGICAL STAFF AND PROVIDED BY VENDOR. SAP PURCHASE ORDER # 2000068798  
\$7,825.51 TOTAL
5. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM W L GORE, CHARLOTTE, NC, TO PAY INVOICE FOR VIABAHN ENDO-PROSTHESIS STENT # 1VBJ031002 AS ORDERED BY MEMBER OF CGMH SURGICAL STAFF AND SUPPLIED BY VENDOR. SAP PURCHASE ORDER # 2000068762 \$3,270.00 TOTAL
6. EXCEPTION FOR JEFFERSON REHABILITATION AND HEALTH CENTER FROM CHAMPION MEDICAL SYSTEMS LLC, BIRMINGHAM, AL, MATTRESS RENTALS FOR JULY AND AUGUST 2012 AS ORDERED BY JOE LEWIS ON BEHALF ON PATIENTS OF JRHC AS PRESCRIBED BY A MEMBER OF THE MEDICAL STAFF.  
SAP PURCHASE ORDER # 2000068973 \$1,883.30 TOTAL

For Week of 11/06/12 -11/12/12

1. EXCEPTION FOR JEFFERSON REHABILITATION AND HEALTH CENTER FROM HILL-ROM, BATESVILLE, IN, TO PAY INVOICES FOR MATTRESS AND BED RENTALS AS PRESCRIBED BY MEMBER OF THE MEDICAL STAFF AT JRHC AND ORDERED BY MONA FIGUEROA. SAP PURCHASE ORDER # 2000069175 \$2,925.00 TOTAL

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

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Nov-27-2012-979



BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Reports for the week of 10/30/12 -11/05/12 and 11/6/12 - 11/12/12, be and hereby is approved.

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

Nov-27-2012-980

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Wise Environmental to provide portable toilet rental services for PACA and County departments as needed for the period November 13, 2012 - November 12, 2013.

CON-00004520

BID #189-12

PORTABLE TOILET RENTAL CONTRACT

THIS AGREEMENT, entered into this 13<sup>th</sup> day of November 2012, by and between ,Jefferson County, Alabama, hereinafter called "the County," and WISE ENVIRONMENT AL, located at 6104 Old Quarry Road, Birmingham, AL 35235, hereinafter called "The Contractor." The effective date of this agreement shall be November 13, 2012.

WHEREAS, the County desires to contract for portable toilet rental for the use of its employees; and.

WHEREAS, the Contractor desires to furnish said portable toilet rental for the County.

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

1. ENGAGEMENT OF CONTRACTOR:

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

2. SCOPE OF SERVICES:

This Contract results from Jefferson County's Invitation to Bid No. 189-12. The ITB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The Contractor shall provide Portable Toilet Rental as outlined by their bid response dated October 5, 2012 as follows:

a. The County agrees to use the Contractor as its primary provider of portable toilet rental during the term of this Agreement.

b. The County shall use their SAP financial system to generate purchase orders for all portable toilet rental made through the Contractor.

c. The Contractor shall be available to provide local services.

d. Portable toilets shall be supplied complete with the following construction and features: polyurethane construction, uni-sex type, commode with flip lid and cover lid, urinal, double tissue holder, vented in ceiling of unit, opaque panel in ceiling to allow light in and locks provided if requested.

e. A minimum of two employees will be required at all times to perform service on majority of units which will need twice-a-week service.

f. Single unit portable toilets to be rented as needed for various Jefferson County locations.

g. Majority of units will need twice-a-week service. Some units will require one-a week service.

h. Emergency calls for service or delivery of new units will be provided within 2448 hours.

3. Fees:

SINGLE UNIT PORTABLE TOILET RENTAL SCHEDULE A

a.	Twice-A-Week Service	\$92.40 per month
b.	Once-A-Week Service	\$58.08 per month
c.	Handicap Restrooms	
	i. Once-A-Week	\$97.02 each per month
	ii. Twice-A-Week	\$131.15 each per month
d.	Portable Handwash Stations	
	i. Once-A-Week	\$ 48.52 each per month
	ii. Twice-A-Week	\$ 82.96 each per month
e.	Portable Holding Tanks	
	i. Once-A-Week	\$106.73 each per month
	ii. Twice-A-Week	\$184.35 each per month

f.	Restroom Trailers (when set for long time)	\$1,500.00 each
	(Set up, service fee, pick-up included)	\$3,850.00 per event
g.	Damage waiver for replacement, lost, damaged or stolen	\$5.95 per unit per billing cycle
h.	Emergency Services	Priced per event & situation
i.	Industrial Vacuuming/Pumping Services	\$225.00 Per 1,000 gallons of pumping
j.	Fresh Water Delivery	\$150.00 Minimum
k.	RV Pumping	\$75.00 Per call

4. PAYMENT TERMS: NET 30

5. INVOICING:

All invoices must agree with the purchase order in description and price and include the following information: 1) Purchase Order Number; 2) Ship-to department name and address.

In order to ensure prompt payment, ALL ORIGINAL INVOICES must be sent to: Jefferson County Commission Finance Department Room 820 County Courthouse 716 Richard Arrington Jr. Blvd. North Birmingham, Al 35203

6. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The term of this contract shall be from November 13, 2012 to November 12, 2013 with the County's option and Commission approval to renew for two (2) additional oneyear periods, not to exceed three (3) years.

7. INDEPENDENT CONTRACTOR:

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

8. NON-DISCRIMINATION POLICY:

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.

9. 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.

10. HOLD HARMLESS AND INDEMNIFICATION:

Contracting pam- 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.

11. 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.

12. 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.

13. 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.

14. TERMINATION OF CONTRACT:

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

15. 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.

16. AMENDMENT OF AGREEMENT:

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

17. GOVERNING LAW/DISPUTE RESOLUTION:

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

18. 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.

19. 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.

20. 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.

21. COUNTY FUNDS PAID:

Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that,

except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

22. STATEMENT REGARDING BANKRUPTCY

Jefferson County filed for chapter 9 bankruptcy protection on November 9, 2011. The County filed for chapter 9 so it can pursue a readjustment of its debts under the protection of the federal bankruptcy laws. While it is in chapter 9, the County will continue to operate its business and affairs in the ordinary course. Maintaining business relationships with the County's vendors and suppliers is critical to the County's restructuring efforts. Accordingly, the County Commission has resolved that it will pay its trade debts that arose before the County filed for chapter 9 as and when those debts become due, so long as the vendor to whom such debt is due continues to provide goods and services to the County while it is in chapter 9 on the same terms that it provided goods and services to the County before it filed for chapter 9. Also, any goods and services provided to the County after it filed for chapter 9 will, of course, be paid by the County in accordance with the parties' agreed upon terms. The County appreciates greatly the support that our vendors and suppliers have provided us over the years, and will continue to provide during this time of restructuring.

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

WISE ENVIRONMENTAL:

Angelena Kulp, Marketing Specialist

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

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

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STAFF DEVELOPMENT

Multiple Staff Development

Revenue - 2 participants

Lisa McGough	\$225.00
Paula Mitchell	\$225.00
ALTIST Certified Revenue Examiner Program Hoover, AL – November 7-9, 2012	

Revenue - 2 participants

Bruce Thompson	\$2,273.00
Wesley Scott Moore	\$1,761.90
Sales Tax Audit Atlanta, GA – January 6-18, 2013	

individual Staff Development

Community Development

Cynthia Daniels	(grant funds)	\$310.00
ASCPA 25 <sup>th</sup> Annual Governmental Accounting & Auditing Forum Birmingham, AL – December 5-6, 2012		

Revenue

Charles Bell	\$878.75
Sales Tax Audit Atlanta, GA – January 20-25, 2013	

Revenue

Charles Bell	\$1,057.00
Sales Tax Audit Nashville, TN – January 6-11, 2013	

Tax Assessor - Bessemer

Linda Wyman	(State funds)	\$258.78
Fundamentals of GIS Auburn, AL – December 11-14, 2012		

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

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BUDGET TRANSACTIONS

Positions Changes and/or Revenue Changes

1. Environmental Services \$250,000

Increase expenditures to cover the cost of tornado damage repair at Village Creek WWTP. The County was reimbursed \$4,000,000 in insurance proceeds. Funds were deposited in FY 2011 & 2012.

2. Jefferson Rehabilitation & Health Center \$0

Add a Charge Nurse (Gr. 23) and delete a Staff Nurse (Gr. 21) in order to transfer position from CGMH to JRHC to reduce contract staffing needs.

Other Budget Transactions

3. Environmental Services \$12,900

Add purchasing memorandum to purchase a Fairbanks Morse centrifugal pump.

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

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REQUEST FOR CERTIFICATIONS

Family Court

Principal Court Clerk

Budget Management - Payroll

Accounting Assistant II - 2 positions

Accounting Assistant I

Administrative Intern

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

Human Resources

A/Benefits Administrator

Benefits Administrator

Motion was made by Commissioner Knight that the above Request for Certification be denied. There was no second to the motion.

Motion was made by Commissioner Brown seconded by Commissioner Bowman that the above Request for Certification be approved.

Voting "Aye" Brown, Bowman, Carrington and Stephens. Voting "Nay" Knight.

Tax Assessor - Bessemer

Administrative Assistant I

Tax Collector - Birmingham

Administrative Assistant I - 2 positions

Administrative Assistant II

Accounting Assistant I

General Services - General Administration

Security Officer - 3 positions

Electrician - 2 positions

Facilities Manager

Office of Senior Citizen Services

Administrative Assistant I

Youth Detention - Custody

Sr. Juvenile Detention Officer - 3 positions

Youth Detention - Support

Cook - 2 positions

Environmental Services - E&C - Inspection & Grouting

Sewer Video Specialist - 3 positions

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

WHEREAS, Jefferson County finds itself possessing a large number of older Nortel Norstar Meridian 7000 series digital telephones and Nortel VoIP telephones as a result of displacement by different technology, and

WHEREAS, Jefferson County finds itself possessing a large number of surplus Motorola Radio Equipment as a result of displacement by newer technology, and

WHEREAS, the replacement of phones and radios in Jefferson County will continue, and

WHEREAS, most of these displaced phones and radios still work properly, and

WHEREAS, these phones and radios may have value to other organizations which continue to use this technology,

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that as they are replaced these phones and radios are hereby declared surplus property, will be removed from the fixed assets inventory, and will be disposed of via on-line auction.

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

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Nov-27-2012-982

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Sprint Solutions, Inc. to provide cellular and two-way communication services and devices for a thirty-six (36) month period beginning upon approval, estimated to be \$384,000.

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

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Nov-27-2012-983

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 Mike Hale as Sheriff of Jefferson County, Alabama.

Services Agreement for maintenance of the Automated Fingerprint Identification System with NEC Corporation of America

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

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Nov-27-2012-984

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 Mike Hale as Sheriff of Jefferson County, Alabama.

Agreement with West Law - West Group to provide subscriber services for the inmate law library at the Jefferson County Jail in the amount of \$4,068.

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

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Nov-27-2012-985

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and Behavioral Health Concepts, Inc. to provide geriatric psychiatric services for inpatients for the period October 1, 2012 - December 31, 2012 in the amount of \$85,000.

CONTRACT AMENDMENT

This contract amendment by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital," and BEHAVIORAL HEALTH CONCEPTS OF ALABAMA, INC, hereinafter referred to as the "Contractor," is hereby effective on October 01, 2012 as follows:

WITNESSETH:

WHEREAS, the Jefferson County Commission desires to amend this Contract; AND

WHEREAS, the Contractor desires to amend this Contract:

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

The Contract between the parties entered on the 19<sup>th</sup> day of August, 2009, which was approved by the Jefferson County Commission on September 08, 2009, and recorded in Minute Book 158; Page(s) 400-404, is hereby amended as follows:

The Contract was extended on October 1, 2010 through September 30, 2011: and approved by the Jefferson County Commission on October 19, 2010, and recorded in Minute Book 160; Page(s) 540, is hereby amended as follows:

The Contract was extended on October 1, 2011 through September 30, 2012; and approved by the Jefferson County Commission on July 17, 2012, and recorded in Minute Book 163; Page(s) 348-349, is hereby amended as follows:

Article IX: Extend the completion dated of this contract from October 1, 2012 to December 31, 2012; and this agreement can be canceled by either party with written notice at least thirty (30) days prior to the end of the then applicable term.

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

Behavioral Health Concepts, Inc

Fred W. Delloye, President

Cooper Green Mercy Hospital

Sandra Hullett, MD - CEO/Medical Director

Jefferson County Commission

W. D. Carrington, President

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

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Nov-27-2012-986

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Stella Seagle to provide cancer registry services of the period October 1, 2012 - January 31, 2013 in the amount of \$6,250.

THIS AGREEMENT entered into this 6<sup>th</sup> day of September, 2012, by and between Jefferson County, Alabama, hereinafter called "the County," and, Stella Seagle, RHIT, CTR hereinafter called "the Contractor" to provide cancer registry services for the Hospital. The effective date of this agreement shall be October 1, 2012.

WHEREAS, the County desires to contract for Cancer Registry Services for Cooper Green Mercy Hospital, hereinafter called "the Hospital"; and

WHEREAS, the Contractor desires to furnish said professional services to the County; NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agree to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor shall perform all necessary cancer registry services provided under this Contract as required by the Hospital. The Contractor Shall:
  - A. Provide Cancer Registry Services to include abstracting and coding for all oncology Cases Identified by the Hospital, and preparing same for submission to the Alabama State Cancer Registry in accordance with Act #95-275 of the Alabama Legislature and rules set forth by the Alabama State Board of Health.
  - B. Maintain and keep up to date the Hospital policy and procedure manual previously provided by Contractor for abstracting, coding, and reporting all oncology cases.
3. TERM OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional consulting services to the Hospital at any time after the effective date of this Contract. The term of this agreement shall be from the effective date (October 01, 2012) through January 31, 2013. However, the contract can be renewed, at the County's option, for two (2) additional one-year periods, not to exceed three (3) full years.
4. COMPENSATION: The Contractor shall be paid at the rate of \$25.00 per abstracted chart, up to a maximum of \$6,250.00 annually. Payment will be made within 30 days of receipt of invoice.
5. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an

independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.

6. 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.

7. 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.

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

9. 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.

10. 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.

11. 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.

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

13. 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.

Cooper Green Mercy Hospital  
Sandra Hullett, MD CEO/Medical Director

Jefferson County Commission  
W. D Carrington, President

VENDOR  
Stella Seagle

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

Nov-27-2012-987

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Melissa Mullins to provide nutritional consultation services to HIV infected patients at St. George Clinic for FY2012-2013 in the amount of \$28,200 - grant funds.

PROFESSIONAL SERVICES CONTRACT



THIS AGREEMENT entered into this 1<sup>st</sup> day of October, 2012 by and between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital-St. George's Clinic, hereinafter called "the County", and Melissa L. Mullins, hereinafter called, "the Contractor". The effective date of this agreement shall be October 1, 2012.

WHEREAS, the County desires to contract for a qualified HIV specialized dietitian consultation service for Cooper Green Mercy Hospital's St. George Clinic, hereafter called "the Hospital"; and

WHEREAS, the Contractor desires to furnish said HIV specialized dietitian consultation services to the County; and

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 provide there are no Merit System or Classified employees available to fill this position.
2. **SCOPE OF SERVICES:** The Contractor shall perform all necessary professional services provided under this Contract as required by the Hospital. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the services of a registered therapeutic dietician to HIV infected patients at the Hospital's St. George Clinic. The Contractor shall be responsible for coordinating dietary recommendations and providing counseling sessions for HIV patients and their families.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:**

The Contractor shall be available to render nutritional counseling services to the Hospital at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2013. However, the Contract may be extended, at the County's option, for two (2) additional one-year periods, not to exceed three full years.
4. **COMPENSATION:** The Contractor shall be paid at a rate of \$40.00 per Hours payable bi-weekly per submission of approved invoice not to exceed the amount of \$28,200.00 during the contract period.
5. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance for this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligate for same under this contract.
6. **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.
7. **CONFIDENTIALITY:** Both Contractor and County agree to abide by all federal, state, and local laws pertaining to confidentiality and disclosure with regard to all information and records obtained or reviewed in the course of providing services. Neither party to the Agreement shall use the name of the other party in any promotional or advertising material without the prior written consents of the other party.
8. **TERMINATION OF CONTRACT:** This contract may be terminated by the Count with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by Contractor.
9. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to other as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its description resulting from the performance of the Contractor, its agents, and Subcontractors or employees under this Contract.
10. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the Partied and no change of any term of provision of the Contract shall be valid or binding unless so amended by written instrument which ahs 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.
11. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensations Acts and from claims for damage and/or personal injury, including death, which may arise form 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.
12. **COUNTY FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by file County pursuant to the 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 in any way whatsoever for the Persona' 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 contractors nor any of its officers, partners, owners, agents, representatives, employees or parties 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 the Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for the Agreement.

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

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

14. Any violation of this certification shall constitute a breach and default of the Agreement which shall be cause for termination. Upon such termination contract 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 the presents to be executed by their duly authorized representative.

CONTRACTOR:

Melissa Mullins, MA, RD, LD

JEFFERSON COUNTY, ALABAMA:

Sandra Hullett, M. .,CEO and Medical Director

Cooper Green Mercy Hospital

W.D. Carrington, President

Jefferson County Commission

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

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Nov-27-2012-988

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Meredith Atwater to provide nutritional consultation services to HIV infected patients at St. George Clinic for FY2012-2013 in the amount of \$3,000 - grant funds.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1<sup>st</sup> day of October, 2012 by and between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital-St. George's Clinic, hereinafter called "the County", and Meredith Atwater, hereinafter called, "the Contractor".The effective date of this agreement shall be October 1, 2012.

WHEREAS, the County desires to contract for a qualified HIV specialized dietitian consultation service for Cooper Green Mercy Hospital's St. George Clinic, hereafter called "the Hospital"; and

WHEREAS, the Contractor desires to furnish said HIV specialized dietitian consultation services to the County;

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth provide there are no Merit System or Classified employees available to fill this position.

2. SCOPE OF SERVICES: The Contractor shall perform all necessary professional services provided under this Contract as required by the Hospital. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the services of a registered therapeutic dietician to HIV infected patients at the Hospital's St. George Clinic. The Contractor shall be responsible for coordinating dietary recommendations and providing counseling sessions for HIV patients and their families.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall be available to render nutritional counseling services to the Hospital at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2013. However, the Contract may be extended, at the County's option, for two (2) additional one-year periods, not to exceed three full years.

4. COMPENSATION: The Contractor shall be paid at a rate of \$40.00 per Hours payable bi-weekly per submission of approved invoice not to exceed the amount of \$3,000.00 during the contract period.

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

6. 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.

7. CONFIDENTIALITY: Both Contractor and County agree to abide by all federal, state, and local laws pertaining to confidentiality and disclosure with regard to all information and records obtained or reviewed in the course of providing services. Neither party to the Agreement shall use the name of the other party in any promotional or advertising material without the prior written consents of the other party.

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

9. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to other as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its description resulting from the performance of the Contractor, its agents, and Subcontractors or employees under this Contract.

10. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the Partied and no change of any term of provision of the Contract shall be valid or binding unless so amended by written instrument which ahs 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.

11. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensations Acts and from claims for damage and/or personal injury, including death, which may arise form 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.

12. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by file County pursuant to the 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 in any way whatsoever for the Persona' 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 contractors nor any of its officers, partners, owners, agents, representatives, employees or parties 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 the Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for the Agreement.

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

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

14. Any violation of this certification shall constitute a breach and default of the Agreement which shall be cause for termination. Upon such termination contract 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 the presents to be executed by their duly authorized representative.

CONTRACTOR:

Meredith Atwater, MA, LD

JEFFERSON COUNTY, ALABAMA:

Sandra Hullett, M. .,CEO and Medical Director

Cooper Green Mercy Hospital

W.D. Carrington, President

Jefferson County Commission

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

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Nov-27-2012-989

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the agreement between Jefferson County, Alabama and SureQuest Systems, Inc. to provide maintenance and support for the Three Square dietary software at Jefferson Rehabilitation & Health Center for the period August 1, 2012 - July 31, 2013 in the amount of \$1,900.  
Contract ID: 00003274

AMENDMENT # 3 TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama d/b/a Jefferson Rehabilitation and Health Center, hereinafter called the "County" and SureQuest Systems, Inc., hereinafter called "the Contractor" to provide Rehabilitation Services for the JRHC,

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties referenced above, which was approved by the Jefferson County Commission on January, 2011 and recorded in Minute Book 160, Page(s) 44-45, is hereby amended as follows:

Amend the Terms of Work paragraph as follows: This contract will be effective August 1, 2012 through July 31, 2013.

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

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission

CONTRACTOR

T. J. Sudderth

SureQuest Systems, Incorporated.

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

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Nov-27-2012-990

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the agreement between Jefferson County, Alabama and Mobilex USA to provide on-site mobile x-ray, EKG and digital imaging services at Jefferson Rehabilitation & Health Center for FY2012-2013 in the amount of \$10,000.

AMENDMENT # 2 TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama d/b/a Jefferson Rehabilitation and Health Center, hereinafter called the "County" and Mobilex USA, hereinafter called "the Contractor" to provide Rehabilitation Services for the JRHC,

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties referenced above, which was approved by the Jefferson County Commission on July, 2012 and recorded in Minute Book 160, Page(s) 44-45, is hereby amended as follows:

Amend the Terms of Work paragraph as follows: This contract will be effective October 1, 2012 through September 30, 2013.

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

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission

CONTRACTOR

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Mobilex USA

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

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Nov-27-2012-991

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Board of Trustees of the University of Alabama for the University of Alabama in Birmingham to provide pathology services for FY2012-2013 in the amount of \$881,726.

AGREEMENT

WHEREAS, Act No. 79-454 of the Legislature of Alabama of 1979 (hereinafter called Act 79-454"), amended Section 167, Title 62, Code of Alabama, which- abolished in JEFFERSON COUNTY the Office of Coroner, transferred all powers, rights and duties now or hereafter authorized or required by law to be performed by coroners, to the County governing body to be performed through its appointed coroner/medical examiners, representatives or agents; and

WHEREAS, Act 79-454 declares that all members of the staff of Coroner/Medical Examiner shall be governed by any applicable civil service law; and

WHEREAS, the Personnel Board of Jefferson County, Alabama has, in accordance with its rules and regulations and with Section 2 of the Enabling Act of the State of Alabama, determined that the positions of Chief Coroner/Medical Examiner and Associate Coroner/Medical Examiner cannot be performed as well, practically, expeditiously and economically by persons appointed or appointable under the Act as by a contract between Jefferson County and the Board of Trustees of the University of Alabama, a public corporation and instrumentality of the State of Alabama, for the University of Alabama in Birmingham, hereinafter referred to as UAB, and

WHEREAS, UAB has offered to provide the services of a Chief Coroner/Medical Examiner and two (2) Associate Coroner/Medical Examiners who, in the opinion of Jefferson County, are qualified in accordance with Act 79-454; and

WHEREAS, the Jefferson County Commission has determined that it is necessary and desirable and in the best interest of the County that powers, duties and responsibilities transferred to the County Commission be performed by and under the supervision of a Chief Coroner/Medical Examiner pursuant to contract with UAB, all in accordance with the terms and conditions hereinafter set forth.

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

1. UAB shall provide the professional services of a Chief Coroner/Medical Examiner who shall:
  - a. Furnish and perform all duties and exercise all powers and rights now or hereafter authorized or required by law to be performed as appointed Chief Coroner/Medical Examiner in accordance with Act 79-454. (A copy of which Act is attached hereto as if fully set out herein.)
  - b. Continuously fulfill all medical, educational and all other qualifications and requirements for Chief Coroner/Medical Examiner in accordance with Act 79-454.
  - c. Direct the staff of Coroner/Medical Examiner, representatives and agents appointed by the governing body subject to the supervision of the Jefferson County Commission and pursuant to the rules and regulations promulgated by the Coroner/Medical Examiner's Commission.
  - d. Obtain and carry out reasonable and necessary toxicological procedures as required for a high level of performance of the duties required by Act 79-454.
  - e. After termination from such position as Chief Coroner/Medical Examiner return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any amount as compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Medical Examiner has knowledge.
2. UAB shall provide the professional services of two (2) Associate Coroner/Medical Examiners and a relief Associate Coroner/Medical Examiner who shall:
  - a. Furnish and perform all duties and exercise all powers and rights now or hereafter authorized or required by law of the Chief Coroner/Medical Examiner, to be performed as the appointed Associate Coroner/Medical Examiners in accordance with Act 79-454.
  - b. As Associate Coroner/Medical Examiners, continuously fulfill all medical, educational and all other qualifications and requirements for Chief Coroner/Medical Examiner in accordance with Act 79-454.
  - c. Obtain or carry out reasonable and necessary toxicological procedures as required for a high level of performance of the duties required by Act 79-454.

d. After termination from such position as Associate Coroner/Medical Examiner return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any amount as compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Medical Examiner has knowledge.

3. UAB shall provide professional liability insurance and general liability, including automobile insurance or self-insurance for the Chief Coroner/Medical Examiner and Associate Coroner/Medical Examiners each in the amount of \$1 million per occurrence and \$3 million annual aggregate for this contract period.

4. UAB shall maintain a back-up resource to provide irregular, temporary or relief medical examiner support services on a sporadic basis during the term of the agreement. Said services shall be assigned by the Chief Coroner/Medical Examiner in accordance with the duties required by Act 79-454.

5. Jefferson County shall:

a. Appoint by appropriate resolution a Chief Coroner/Medical Examiner and two (2) Associate Coroner/Medical Examiners to carry out the duties of Act 79-454 those persons offered by UAB who are deemed qualified hereunder by Jefferson County.

b. Pay UAB monthly in accordance with the following schedule for professional services herein under, payment to be made by the fifth work day of each month.

October, 2012	\$ 72,086.00	April, 2013	\$ 72,086.00
November, 2012	\$ 72,086.00	May, 2013	\$ 72,086.00
December, 2012	\$ 72,086.00	June, 2013	\$ 72,086.00
January, 2013	\$ 72,086.00	July, 2013	\$ 72,086.00
February, 2013	\$ 72,086.00	August, 2013	\$ 72,086.00
March, 2013	\$ 72,086.00	September, 2013	\$ 72,086.00

c. Provide such deputies and assistants, including secretarial assistants, as required to carry out the duties of Act 79-454, subject to the final approval of the Jefferson County Commission.

d. Provide such office at Cooper Green Hospital, office supplies, vehicles and related equipment and accessories as may be required by the Jefferson County Commission to properly perform the duties required by Act 79-454.

e. Pay UAB a one-time payment of \$ 16,694.00 for medical liability insurance for the fiscal period October 1, 2012 through September 30, 2013.

6. UAB acknowledges that it (and its agents and employees) is an independent contractor and not an agent or employee of Jefferson County for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Jefferson County. Additionally UAB

understands and agrees that this agreement does not establish any employer-employee relationship, nor master-servant relationship, in any way whatsoever, between Jefferson County and any employee or agent of UAB. UAB shall not represent itself to any third party as an agent or employee of Jefferson County. UAB shall withhold and pay all Federal, Social Security taxes, Federal and State Unemployment taxes, and all similar payroll taxes, and shall provide an on-the-job injury program for and on behalf of its agents and employees, and to the extent allowed by law, indemnify and hold Jefferson County harmless from such claims. Nothing in this Agreement constitutes a waiver of UAB's immunity pursuant to Ala. Const., Article I, Section 14.

7. This agreement shall commence on October 1, 2012 and shall end on September 30, 2013. Said agreement may be terminated by either party on thirty (30) days written notice to the other, either in its entirety or terminated only as to the position of Chief Coroner/Medical Examiner or either position of Associate Coroner/Medical Examiner (in which case the Agreement shall remain in full force and effect as to the other positions). This agreement shall be terminated immediately as to the position of Chief Coroner/Medical Examiner or Associate Coroner/Medical Examiner upon the resignation or death of the person occupying that position or upon his or her becoming physically unable to provide the professional services set forth herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be properly executed in their names and behalves this day of \_\_\_\_\_, 2012.

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA a public corporation and instrumentality of the State of Alabama, for THE UNIVERSITY OF ALABAMA AT BIRMINGHAM

\_\_\_\_\_, Provost

CONCUR:

Kevin A. Roth, M.D.

Professor and Chairman  
Department of Pathology

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

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Nov-27-2012-992

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Board of Trustees of the University of Alabama for the University of Alabama in Birmingham to provide toxicology services for FY2012-2013 in the amount of \$162,276.

AGREEMENT

WHEREAS, Act No. 79-454 of the Legislature of Alabama of 1979 (hereinafter called "Act 79-454"), amended Section 167, Title 62, Code of Alabama, which abolished in JEFFERSON COUNTY the Office of Coroner, transferred all powers, rights and duties now or hereafter authorized or required by law to be performed by coroners, to the County governing body to be performed through its appointed coroner/medical examiners, representatives or agents; and

WHEREAS, Act 79-454 declares that all members of the staff of Coroner/Medical Examiner shall be governed by any applicable civil service law; and

WHEREAS, the Personnel Board of Jefferson County, Alabama has, in accordance with its rules and regulations and with Section 2 of the Enabling Act of the State of Alabama, determined that the positions of Consultant Toxicologist cannot be performed as well, practically, expeditiously and economically by persons appointed or appointable under the Act as by a contract between Jefferson County and the Board of Trustees of the University of Alabama, a public corporation and instrumentality of the State of Alabama, for the University of Alabama in Birmingham, hereinafter referred to as UAB, and

WHEREAS, UAB has offered to provide the services of a Consultant Toxicologist to serve under the direction of the coroner/Medical Examiner who, in the opinion of Jefferson County, is qualified in accordance with Act 79-454; and

WHEREAS, the Jefferson County Commission has determined that it is necessary and desirable and in the best interest of the County that powers, duties and responsibilities transferred to the County Commission be performed by and under the supervision of the Chief Coroner/Medical Examiner relating to the activities of the Consultant Toxicologist pursuant to contract with UAB, all in accordance with the terms and conditions hereinafter set forth.

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

1. UAB shall provide the professional services of a Consultant Toxicologist who shall:
  - a. Furnish and perform all duties and exercise all powers and rights now or hereafter authorized or required by law to be performed by the Chief Coroner/Medical Examiner in accordance with Act 79-454 as if fully set out herein relating to required Toxicological examinations of tissues and fluids.
  - b. Continuously fulfill the technical and educational qualifications and requirements for such consultations as directed by the Chief Coroner/Medical Examiner.
  - c. Direct and supervise any personnel serving as representatives or agents in the performance of necessary testing to ensure compliance with those duties required of the Chief Coroner/Medical Examiner by Act 79-454.
  - d. After termination from such position as Consultant Toxicologist return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Toxicologist has knowledge.
2. UAB shall provide the professional services of a Consultant Toxicologist who shall:
  - a. Furnish and perform all duties and exercise all powers and rights now or hereafter directed by the Chief Coroner/Medical Examiner in accordance with Act 79-454.
  - b. As Consultant Toxicologist continuously fulfill all technical and educational qualifications in accordance with the directions of Chief Coroner/Medical Examiner and Act 79-454.
  - c. Carry out reasonable and necessary toxicological and procedures as required for a high level of performance of the duties required of the Chief Coroner/Medical Examiner by Act 79-454.
  - d. After termination from such position as Consultant Toxicologist return to Jefferson County upon reasonable notice and

payment of necessary expenses of transportation, food and lodging and not including any amount as compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Consultant Toxicologist has knowledge.

3. UAB shall provide professional liability insurance coverage or self-insurance for the incumbent Consultant Toxicologist for this contract period.

4. Jefferson County shall:

a. Appoint by appropriate resolution as Consultant Toxicologist to carry out the duties of Act 79-454 that person offered by UAB who is deemed qualified hereunder by Jefferson County.

b. Pay UAB monthly in accordance with the following schedule for professional services hereunder, payment to be made by the fifth work day of each month.

October, 2012	\$13,523.00	April, 2013	\$13,523.00
November, 2012	\$13,523.00	May, 2013	\$13,523.00
December, 2012	\$13,523.00	June, 2013	\$13,523.00
January, 2013	\$13,523.00	July, 2013	\$13,523.00
February, 2013	\$13,523.00	August, 2013	\$13,523.00
March, 2013	\$13,523.00	September, 2013	\$13,523.00

5. UAB acknowledges that it (and its agents and employees) is an independent contractor and not an agent or employee of Jefferson County for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Jefferson County. Additionally UAB understands and agrees that this agreement does not establish any employer-employee relationship, nor master-servant relationship, in any way whatsoever, between Jefferson County and any employee or agent of UAB. UAB shall not represent itself to any third party as an agent or employee of Jefferson County. UAB shall withhold and pay all Federal, Social Security taxes, Federal and State Unemployment taxes, and all similar payroll taxes, and shall provide an on-the-job injury program for and on behalf of its agents and employees, and to the extent allowed by law, indemnify and hold Jefferson County harmless from such claims. Nothing in this Agreement constitutes a waiver of UAB's immunity pursuant to Ala. Const., Article I, Section 14.

6. This agreement shall commence on October 1, 2012 and shall end on September 30, 2013. Said agreement may be terminated by either party on thirty (30) days written notice to the other. This agreement shall terminate immediately upon the resignation or death of the person occupying that position or upon his or her becoming physically unable to provide the professional services set forth herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be properly executed in their names and behalves this day of, 2012.

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA a public corporation and instrumentality of the State of Alabama, for THE UNIVERSITY OF ALABAMA AT BIRMINGHAM

\_\_\_\_\_, Provost

CONCUR:

Kevin A. Roth, M.D.

Professor and Chairman

Department of Pathology

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

\_\_\_\_\_  
Nov-27-2012-993

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-2010-002      Forestdale Properties, LLC, owner; Edward Bryce Robinson, Member. Change of zoning on Parcel ID#'s 22-7-3-13-1 and 2 in Section 7 Twp 17 Range 3 West from R-1 (Single Family) and C-1 (Commercial) to C-1 (Commercial) for professional office and to consolidate zoning on a property containing a shopping center. (Case Only: 1505 Heflin Avenue, Birmingham, AL 35214) (FORESTDALE) (2.9 Acres M/L)

RESTRICTIVE COVENANTS: 1. Only uses permitted in a C-P (Preferred Commercial) District shall be allowed in the former residence (on parcel 22-7-3-13-2) and; 2. construction, location and sight distance for all driveways/access points shall comply with the specifications and requirements of the Department of Roads & Transportation.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2010-002 be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

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Nov-27-2012-994

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the 2013 Calendar for the Jefferson County Planning & Zoning Commission and Board of Zoning Adjustment, be and hereby is approved.

2013 CALENDAR  
PLANNING & ZONING COMMISSION

Deadline to submit Application for Rezoning/Subdivision	P & Z Commission Meeting Dates Pre-meeting scheduled up to two (2) hours prior to 1:00 PM Public Hearing
December 14, 2012	January 10, 2013
January 18, 2013	February 14, 2013
February 15, 2013	March 14, 2013
March 15, 2013	April 11, 2013
April 12, 2013	May 9, 2013
May 17, 2013	June 13, 2013
June 14, 2013	July 11, 2013
July 12, 2013	August 8, 2013
August 16, 2013	September 12, 2013
September 13, 2013	October 10, 2013
October 18, 2013	November 14, 2013
November 15, 2013	December 12, 2013
December 13, 2013	January 9, 2014

REMINDER: All P&Z cut-offs and meeting dates apply to Subdivision Cases as well.

BOARD OF ZONING ADJUSTMENT

Deadline to submit Application to BZA	BZA Meeting Dates Pre-meeting scheduled up to two (2) hours prior to 1:00 PM Public Hearing
December 28, 2012	January 28, 2013
January 25, 2013	February 25, 2013
February 22, 2013	March 25, 2013
March 22, 2013	April 22, 2013

April 19, 2013  
May 24, 2013  
June 21, 2013  
July 26, 2013  
August 23, 2013  
September 27, 2013  
October 25, 2013  
November 22, 2013  
December 20, 2013

May 20, 2013 (3<sup>rd</sup> MONDAY)  
June 24, 2013  
July 22, 2013  
August 26, 2013  
September 23, 2013  
October 28, 2013  
November 25, 2013  
December 16, 2013 (3<sup>rd</sup> MONDAY)  
January 27, 2014

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

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Nov-27-2012-995

WHEREAS, on April 20, 2010, MB: 159; PG: 509, the Jefferson County Commission approved the temporary relocation of Precinct 5512 polling site at Charles A. Brown Elementary School to Central Park Elementary School due to demolition of the school; and

WHEREAS, construction of the new Charles A. Brown Elementary School has been completed.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that at the request of the Board of Registrars the temporary polling site located at Central Park Elementary School, be and hereby is ended.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Precinct 5512 polling site be returned to Charles A. Brown Elementary School located at 4811 Court J, Birmingham, Alabama 35208.

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

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Nov-27-2012-996

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request for compensation from Ricky Hill for serving as Absentee Elections Manger, Birmingham Division for the Special Election held on October 23, 2012 in the amount of \$1,000 (5 days @ \$200 per day), be and hereby is approved. The Compensation is authorized by Section 17-10-14 (amended) of the Code of Alabama 1975, and Attorney General's opinion dated June 28, 2002 and Act No. 2006-327.

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

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Nov-27-2012-997

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request for compensation from Ricky Hill for serving as Absentee Elections Manger, Birmingham Division for the General Election held on November 6, 2012 in the amount of \$9,200 (46 days @ \$200 per day), be and hereby is approved. The Compensation is authorized by Section 17-10-14 (amended) of the Code of Alabama 1975, and Attorney General's opinion dated June 28, 2002 and Act No. 2006-327.

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

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Nov-27-2012-998

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request for compensation from Earl Carter, Jr. for serving as Absentee Elections Manger, Bessemer Division for the General Election held on November 6, 2012 in the amount of \$9,200 (46 days @ \$200 per day), be and hereby is approved. The Compensation is authorized by Section 17-10-14 (amended) of the Code of Alabama 1975,

and Attorney General's opinion dated June 28, 2002 and Act No. 2006-327.

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

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Nov-27-2012-999

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Grant Agreement between Jefferson County, Alabama and the Alabama Department of Youth Services to fund non-residential, community based interventions for youth who would otherwise be committed to DYS for FY2012-2013 in the amount of \$240,000.

ALABAMA DEPARTMENT OF YOUTH SERVICES AGENCY GRANT AGREEMENT

Fiscal Year 2012 - 2013

The Alabama Department of Youth Services hereby awards to  
Jefferson County Commission  
(Hereinafter called Recipient)

the amount of Two hundred forty thousand and no/100 dollars (\$240, 000.00)

These funds shall be used for non-residential services for Jefferson County youth who would otherwise be committed to the Department of Youth Services. As a result of the interventions funded by these monies, the parties expect that Jefferson County will aim to eliminate 306 annual commitments to DYS (including HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses).

These funds and unexpended prior year funds shall be utilized for the following purpose/activities:

The Jefferson County Family Court (JCFC) utilizes the following diversion programs under this DYS grant: Adolescent Substance Abuse Program (ASAP), STRONGGirls, Adolescent Mentoring Program (AMP), Return to Aftercare Program (RAP), and Jefferson County Youth Advocacy Program (JCYAP).

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (HIT or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
  - Males / Females between the ages of 11-18
  - High risk youth adjudicated for misdemeanor and felony property offenses
  - Risk of re-arrest will be determined by the risk assessment instrument available on the DYS website
- In order to ensure that the program only serves youth who would have otherwise been committed to DYS, youth with the following characteristics will not be eligible for participation:
  - Youth charged with harassment, simple assault, first time misdemeanors, or drug/alcohol offenses
  - Status offenders
- Be developed by or in collaboration with the Jefferson County Family Court (JCFC);
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program;
- Maintain data on program participants, including:
  - Demographic Information (name, SSN, Alabama case number, race, gender, home zip)
  - Most Serious Current Offense
  - Most Serious Prior Offense
  - Risk Level
  - Hearing Officer
  - Probation Officer
  - Date Started Program
  - Date Completed Program (if applicable)
  - Successful Completion (Yes or No)
  - If Unsuccessful, Why
  - Committed Due To Unsuccessful Completion (Yes or No)
  - Re-Arrested while in program (Yes or No)
  - Attended all court hearings while in program (Yes or No)
  - Successfully completed probation after program completion (Yes or No)

Recipient shall input and update student data regularly in the DYS Grantee Information Management System database (GIMS).

- Produce an annual report by November 30, that includes the following information, at a minimum:
  - A narrative description of each program funded by the grant
  - Annual summary of participant data
  - A description of the program's efforts to evaluate its own effectiveness, along with a summary of the results of all such evaluations.
- Each such annual report shall be made available to the Alabama Department of Youth Services, in addition to quarterly reports as directed by DYS. Decisions about renewing grants will be made based on the court's ability to show through these reports that the funds have been effective in reducing the numbers of youth committed to DYS or HIT.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the applicable rules, regulations and conditions as set forth by the Department. Both JCFC and DYS acknowledge that this Award may be terminated at will by JCFC or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. Both parties agree that prior year funds are also available to fund these programs. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

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.

ALABAMA DEPARTMENT OF YOUTH SERVICES

J. Walter Wood, Jr.  
Executive Director

Legal Review  
Approved as to form only.

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the 27<sup>th</sup> day of November, 2012.  
Jefferson County Commission  
W. D. Carrington, President

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

\_\_\_\_\_

Nov-27-2012-1000

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Grant/Subsidy Agreement, Part I and Part II Funds between Jefferson County, Alabama and the Alabama Department of Youth Services to provide funding subsidy for each licensed bed in County Detention Center for FY2012-2013 in the amount of \$310,619.60.

ALABAMA DEPARTMENT OF YOUTH SERVICES

GRANT/SUBSIDY AGREEMENT

PART I FUNDS

The Alabama Department of Youth Services hereby awards to Jefferson County Commission (hereinafter called Recipient) the amount of Eight thousand, one hundred seven and 60/100 dollars (\$8,107.60) for programs pursuant to DYS community grants/subsidy authorization (Title 44-1-28, Code of Alabama 1975) The funds may be used for the period October 1, 2012 through September 30, 2013, for providing at least one detention bed per county for the following counties: Jefferson

DYS shall pay to Recipient for the benefit of each county, eight thousand one hundred seven and 60/100 dollars (\$8,107.60) per county, payable by installment for detention services in accordance with the applicable rules, regulations and conditions of the Department as approved by the Board of Youth Services on June 25, 1993. The grant/subsidy award contained herein is for a period of twelve months, subject to the availability of funds and adjustment by the Alabama Youth Services' Board as it deems necessary or advisable. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

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.

Acceptance of Award Recipient hereby signifies its acceptance of the grant/subsidy award and the terms and conditions set forth, this the day of

Accepted by: W. D. Carrington, President - Jefferson County Commission

J. Walter Wood, Jr.

Legal Counsel Department of Youth Services Reviewed for legal form.

Executive Director

Department of Youth Services

ALABAMA DEPARTMENT OF YOUTH SERVICES

GRANT/SUBSIDY AGREEMENT

PART II FUNDS

The Alabama Department of Youth Services hereby awards to Jefferson County Commission (hereinafter called Recipient) the amount of Three hundred two thousand, rive hundred twelve dollars (\$302,512.00), pursuant to DYS community grant/subsidy authorization (Title 44-1-28, Code of Alabama 1975) and the funding formula set forth by the Department of Youth Services Board. The funds may be used for the period October 1, 2012 through September 30, 2013, for detention services in accordance with the Minimum Standards for Juvenile Detention Facilities.

The Recipient shall administer the services for which this grant/subsidy is awarded in accordance with the applicable rules, regulations and conditions of the Department as approved by the Youth Services' Board on June 25, 1993.

Recipient agrees to hold AWOLs from DYS at the request of DYS for up to 72 hours without charge to DYS.

The grant/subsidy award contained herein is for a period of twelve months, payable by installment, subject to the availability of funds and adjustments by the Alabama Department of Youth Services Board as it deems necessary or advisable. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

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.

Acceptance of Award

Recipient hereby signifies its acceptance of the grant/subsidy award and the terms and conditions set forth, this the 27<sup>th</sup> day of November, 2012.

Accepted by: W. D. Carrington, President - Jefferson County Commission

J. Walter Wood, Jr.

Legal Counsel Department of Youth Services Reviewed for legal form.

Executive Director

Department of Youth Services

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

\_\_\_\_\_

Nov-27-2012-1001

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission District 2 annual salary for the position of Appointed Administrative Secretary - County Commission (Classification #094602) be increased from \$48,500.00 to \$53,500.00 effective December 1, 2012.

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

\_\_\_\_\_

Nov-27-2012-1002

WHEREAS Patrick Sellers desires to serve a second term on the Birmingham Jefferson County Transit Authority Board.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Patrick Sellers to serve on the

Birmingham Jefferson Transit Authority Board for a six year term, beginning upon approval and ending June 30, 2018, be and hereby is approved.

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

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Nov-27-2012-1003

WHEREAS, Nolanda Bearden desires to serve on the Jefferson County Housing Authority Board.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Nolanda Bearden to serve on the Jefferson County Housing Authority Board, beginning upon approval and ending September 30, 2017, be and hereby is approved.

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

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Nov-27-2012-1004

BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign Modification B to Workforce Investment Act Grant 03-0. The amended grant agreement is \$4,129,844.59.

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

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Nov-27-2012-1005

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

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

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

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President David Carrington is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the Trussville Senior Center Improvements Project (CD11-03A-M4-TSC) from the Community Development Block Grant Program.

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

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Nov-27-2012-1006

Whereas, Jefferson County, through its Office of Community & Economic Development, will undertake various projects as part of its

ongoing Community Development Block Grant programs; and

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

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President David Carrington is authorized and hereby directed to execute the Finding of No Significant Impact for the Trussville Senior Center Improvements Project (CDBG11-03A-M4-TSC)

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

\_\_\_\_\_  
Nov-27-2012-1007

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama by and through the Office of Senior Citizen Services and Collat Jewish Family Services, to provide case management, respite services, etc., which will decrease contract amount from \$161,012 to \$142,260.

CONTRACT 1508

CONTRACT AMENDMENT

This Amendment to Contract 00001508 entered into this 9<sup>th</sup> day October, 2012, between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County", and Collat Jewish Family Services, hereinafter referred to as the Agency", due to funding from the ADSS, and the changing in services, the current contract is being amended to reduce the funding of the amendment 3.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the 9<sup>th</sup> day of October 2012, which is hereby amended as follows:

The contract was entered into in the original amount of \$161,012.00 and is being amended to the amount of \$142,260.00 for one year ending on September 30, 2013.

All other terms and agreement of the original contract will remain the same.

CONTRACTOR

JEFFERSON COUNTY COMMISSION

W.D. Carrington, President

Lauren Perlman, Executive Director

Collate Jewish Family Services

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

\_\_\_\_\_  
Nov-27-2012-1008

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama by and through the Office of Senior Citizen Services and Alzheimer's of Central Alabama, to provide services, case management, etc., which will decrease contract amount from \$134,198.75 to \$117,946.75

CONTRACT 1505

CONTRACT AMENDMENT

This Amendment to Contract 00001505 entered into this 9<sup>th</sup> day October, 2012, between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County", and Alzheimer's Central Alabama, hereinafter referred to as the Agency", due to funding from the ADSS, and the changing in services, the current contract is being amended to reduce the funding

of the amendment 3 .

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract;

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

The Contract between the parties entered into on the 9<sup>th</sup> day of October 2012, which is hereby amended as follows:

The contract was entered into in the original amount of \$134,198.75 and is being amended to the amount of \$117,946.75 for one year ending on September 30, 2013.

All other terms and agreement of the original contract will remain the same.

CONTRACTOR  
Miller Piggott, Executive Director  
Alzheimer's Central Alabama

JEFFERSON COUNTY COMMISSION  
W.D. Carrington, President

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

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Nov-27-2012-1009

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama by and through the Office of Senior Citizen Services and Youth In Aging, to provide health screening, which will decrease contract amount from \$150,067.50 to \$124,385.

CONTRACT 1515

CONTRACT AMENDMENT

This Amendment to Contract 00001515 entered into this 9<sup>th</sup> day October, 2012, between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County", and Youth "In" Aging, hereinafter referred to as the Agency", due to funding from the ADSS, and the changing in services, the current contract is being amended to reduce the current amount to Amendment 3.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the 9<sup>th</sup> day of October 2012, which is hereby amended as follows:

The contract was entered into in the original amount of \$150,067.50 and is being amended to the amount of \$124,385.00 for one year ending on September 30, 2013.

All other terms and agreement of the original contract will remain the same.

CONTRACTOR  
Antonio Williams Youth "In" Aging

JEFFERSON COUNTY COMMISSION  
W.D. Carrington, President

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

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Nov-27-2012-1010

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama by and through the Office of Senior Citizen Services and Alabama AEgis, Inc. to provide case management, Alabama Cares-Grandparents Program, which decreases contract amount from \$176,125 to \$163,480.

CONTRACT 1504

CONTRACT AMENDMENT

This Amendment to Contract 00001504 entered into this 9<sup>th</sup> day October, 2012, between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County", and Alabama AEgis, hereinafter referred to as the



Agency", due to funding from the ADSS, and the changing in services, the current contract is being amended to reduce the funding of the amendment 3.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the 9<sup>th</sup> day of October 2012, which is hereby amended as follows:

The contract was entered into in the original amount of \$176,125.00 and is being amended to the amount of \$163,480.00 for one year ending on September 30, 2013.

All other terms and agreement of the original contract will remain the same.

CONTRACTOR  
Shirley Thames  
Alabama AEgis

JEFFERSON COUNTY COMMISSION  
W.D. Carrington, President

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

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Nov-27-2012-1011

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama by and through the Office of Senior Citizen Services and Smart Moves, to provide exercise and health promotion at senior centers, which decreases contract amount from \$94,361 to \$62,697.

CONTRACT 1513

CONTRACT AMENDMENT

This Amendment to Contract 00001513 entered into this 9<sup>th</sup> day October, 2012, between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County", and Smart moves, hereinafter referred to as the Agency", due to funding from the ADSS, and the changing in services, the current contract is being amended to reduce the funding of the amendment 3.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract;

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

The Contract between the parties entered into on the 9<sup>th</sup> day of October 2012, which is hereby amended as follows:

The contract was entered into in the original amount of \$94,361.00 and is being amended to the amount of \$62,697.00 for one year ending on September 30, 2013.

See Program component for the listing of centers that contractor will provide services. All other terms and agreement of the original contract will remain the same.

CONTRACTOR  
Jackie Talley  
Smart Moves, LLC

JEFFERSON COUNTY COMMISSION  
W.D. Carrington, President

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

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Nov-27-2012-1012

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the agreement between Jefferson County, Alabama by and through the Office of Senior Citizen Services and New Hope Baptist Church to provide the salary of the center manager at the New Hope West End Senior Center for Fiscal Year 2012-2013 in the amount of \$10,000.

Contract Amendment No.3

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2012, between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County", and New Hope Baptist Church, hereinafter referred to as the "Agency".

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October 2012, which was approved by the Commission and recorded in Minute Book 162 pag 469-470, is hereby amended as follows:

Services shall be extended for one year and shall commence on October 1, 2012 and end September 30, 2013.

The dates for the center holidays are as follows:

November 12, 2012	Veteran's Day
December 24-31, 2012	Christmas
January 21, 2013	Martin L King Day
May 27, 2013	Memorial Day
September 2, 2013	Labor Day
November 22-23, 2012	Thanksgiving
January 1, 2013	New Year's Day
March 29, 2013	Easter Observed
July 4-5, 2013	Independence Day

Centers must maintain a daily minimum attendance of 30 seniors in order to remain opened. All other terms and conditions of the original contract remains the same.

ADDENDUM

Statement of Compliance with Alabama Code Section 31-13-9.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law of 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. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

Dr. Gregory L. Clark, Pastor - New Hope Baptist Church

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

Nov-27-2012-1013

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the agreement between Jefferson County, Alabama by and through the Office of Senior Citizen Services and Jefferson County Council on Aging (JCCOA) to provide two ombudsman to participate as liaison in the nursing homes/boarding homes for FY2012-21013 in the amount of \$118,005.

CON 1530

Contract Amendment No. 3

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2012, between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County", and JCCOA(Ombudsman), hereinafter referred to as the Agency".

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract;

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October 2012, which was approved by the Commission and recorded in Minute Book 162 pages 381-382, is hereby amended as follows:

Services shall be extended for one year and shall commence on October 1, 2012 and end September 30, 2013.

ADDENDUM

Statement of Compliance with Alabama Code Section 31-13-9

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law of 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.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

W. Thomas Blake, Jr. Int. Exe. Dir.

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

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Nov-27-2012-1014

WHEREAS, Jefferson County has received approval from the Alabama Department of Senior Services a NGA for SenioRx Partnership for Medication Access funds; and

WHEREAS, the grant assistance approved is \$50,880.00 for the 1<sup>st</sup> quarter allocation for FY 12-13 for the Office of Senior Citizens.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign the Statement of Grant Award for the Budget Period of 10/01/12-09/30/13.

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

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Nov-27-2012-1015

WHEREAS, Jefferson County has received approval from the Alabama Department of Senior Services Grant funds for the Information and Referral Grant; and

WHEREAS, the grant assistance approved is \$13,104.00 for the salary of the SMP2 Capacity Building Program for the assistance of the State Health Insurance Program.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign the Office of Senior Citizens for the SMP2 Capacity Building Grant.

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

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Nov-27-2012-1016

WHEREAS, the Alabama Department of Senior Services has awarded Title V Senior Workers Grant to the Jefferson County Office of Senior Citizen Services in the amount of \$275,792, of which \$27,579 is non-federal match; and

WHEREAS, the grant funds will be used for education and training of twenty-three senior adults for reentry into the job market.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept grants funds in the amount of \$275,792 (\$248,213-federal funds – \$27,579/non-federal match) from the Alabama Department of Senior Services.

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

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Nov-27-2012-1017

WHEREAS, by resolution dated September 25, 2012, at Minute Book 163, Pages 572574, the Jefferson County Commission authorized and directed the President to execute a TERM SHEET REGARDING THE BESSEMER JUSTICE CENTER AND RELATED

OBLIGATIONS (the "Term Sheet"), which set forth the terms and conditions of a proposed settlement concerning the August 1, 2006 Lease Agreement between Jefferson County and the Jefferson County Public Building Authority (the "PBA") and the related financing structure, particularly the August 1, 2006 Trust Indenture between the PBA and First Commercial Bank; and

WHEREAS, the Commission instructed the County Attorney to reduce the Term Sheet to formal, operative documents to consummate that proposed settlement; and

WHEREAS, the first such formal document is entitled STIPULATION AND AGREEMENT REGARDING THE SETTLEMENT AND RESOLUTION OF CERTAIN DISPUTES (the "Stipulation") set out below; and

WHEREAS, the Jefferson County Commission desires to proceed with consummation of the settlement described in the Term Sheet and formally documented through the Stipulation and the exhibits thereto.

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

1. The President is hereby authorized and directed to execute the Stipulation set out below.
2. The President is hereby further authorized and directed to execute such other documents that, upon the advice of the County Attorney, are necessary and appropriate to consummate the settlement described in the Term Sheet, including, without limitation, the applicable exhibits to the Stipulation.
3. The County Attorney is hereby authorized and directed to file appropriate motions in the United States Bankruptcy Court for the Northern District of Alabama to seek court approval of the settlement. (Exhibits on file in the Minute Clerk's office)

STIPULATION AND AGREEMENT REGARDING THE SETTLEMENT AND  
RESOLUTION OF CERTAIN DISPUTES

This stipulation and agreement (the "Stipulation") is made and entered into as of the 27th day of November, 2012, by and among Jefferson County, Alabama, a political subdivision of the State of Alabama (the "County"), the Jefferson County Public Building Authority, an Alabama public corporation (the "Authority"), First Commercial Bank, solely in its capacity as Indenture Trustee (the "Trustee"), and Ambac Assurance Corporation, a Wisconsin stock insurance corporation ("Ambac") (each a "Party" and collectively the "Parties").

I.

RECITALS

A. WHEREAS, the County and the Authority are parties to that certain Lease Agreement dated as of August 1, 2006 (the "Lease"), pursuant to which the County, among other things, leases from the Authority certain "Warrant-Financed Facilities" (as defined and specified in the Lease) located in the City of Bessemer, Alabama.

B. WHEREAS, the Authority and the Trustee are parties to that certain Trust Indenture dated as of August 1, 2006 (the "Indenture"), pursuant to which the Authority, among other things, issued those certain Lease Revenue Warrants, Series 2006 in the original principal amount of \$86,745,000 (the "Lease Warrants"), which Lease Warrants are special, limited obligations of the Authority, payable from and secured by the revenues and receipts derived by the Authority from the Lease.

C. WHEREAS, Ambac issued that certain Financial Guaranty Insurance Policy Number 25645BE with an effective date of August 17, 2006 (the "Policy"), pursuant to which Ambac, among other things, agreed to make scheduled payments of principal or interest on the Lease Warrants if the Authority fails to provide sufficient funds to the Trustee and sufficient funds are not otherwise held in the funds and accounts under the Indenture for the payment in full of such scheduled payments.

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

E. WHEREAS, on or about August 22, 2012, the County filed that certain Motion to Approve the County's Rejection of the Bessemer Courthouse Lease Pursuant to 11 U.S. C. § 365(a) (the "Rejection Motion"), which Rejection Motion was subsequently opposed by, among other parties, the Trustee and Ambac.

F. WHEREAS, following the filing of the Rejection Motion, the Parties and their counsel engaged in good faith, arms' length settlement discussions regarding a consensual resolution of the issues presented by the Rejection Motion and of other potential disputes between and among the Parties arising out of or related to the Lease, the Indenture, the Policy, and the Warrant-Financed Facilities.

G. WHEREAS, as part of the Parties' negotiated settlement, the County and the Authority will be authorized and directed to enter into a new lease effective immediately upon rejection of the Lease on the Effective Date (as defined below), which new lease will provide the County with liquidity and other concessions.

H. WHEREAS, as another part of the Parties' negotiated settlement, the Authority and the Trustee will be authorized and directed to enter into a supplemental indenture effective immediately upon rejection of the Lease on the Effective Date (as defined below).

I. WHEREAS, as the final part of the Parties' negotiated settlement, this Stipulation provides for, among other things, a resolution of the Rejection Motion and the consensual rejection and termination of the Lease.

NOW, THEREFORE, in accordance with the terms of this Stipulation, for good and valuable consideration (the receipt and sufficiency

of which are hereby acknowledged), and intending to be legally bound, the Parties stipulate and agree as follows:

## II.

### DEFINITIONS

In addition to the capitalized terms defined in the preamble and recitals, as used in this Stipulation, the following capitalized terms shall have the following meanings:

"9019 Motion" means a motion to be filed by the County requesting entry of the Approval Order under Federal Rule of Bankruptcy Procedure 9019, which motion the County shall reasonably attempt to set for hearing on or before December 20, 2012.

"Acquisition Fund" means that certain fund established pursuant to section 6.6 of the Indenture.

"Approval Order" means an order of the Bankruptcy Court granting the 9019 Motion and approving this Stipulation in substantially the form attached hereto as Exhibit 5.

"Bessemer Lease Claims" means, collectively, (i) any and all claims arising from or in connection with the Lease, including, without limitation, the Rejection Claim and any other claims resulting from the rejection of the Lease; and (ii) any and all claims that could be asserted against the County (directly or indirectly) by any party under or in connection with the Indenture and the Policy, including, without limitation, by any reinsurer regarding the Policy or by any holders of the Lease Warrants, and including, without limitation, the Previously Filed Claims; provided, however, that for the avoidance of doubt "Bessemer Lease Claims" do not include any claims arising under the New Lease, this Stipulation, or the Related Documents.

"Completion Certificate" means that certain form of certificate to be provided by the County in substantially the form attached hereto as Exhibit 4.

"Direction Letter" means that certain form of direction letter to be issued by Ambac to the Trustee in substantially the form attached hereto as Exhibit 3.

"Effective Date" means the first business day following the day on which all of the conditions contained in section VLB of this Stipulation have either occurred or been expressly waived in writing by the Parties.

"New Lease" means that certain Lease Agreement dated as of January 1, 2013, between the County and the Authority in substantially the form attached hereto as Exhibit 1.

"Previously Filed Claims" means, collectively, (i) those certain proofs of claim filed against the County by the Trustee and by Ambac with respect to the Lease, the Indenture, and/or the Policy, which proofs of claim were assigned numbers 670, 713, and 967 on the claims register maintained by Kurtzman Carson Consultants LLC; and (ii) the purported claims described in paragraphs 15-19 of that certain Rider to Assured Guaranty Re Ltd. Proof of Claim, which rider was attached to the proofs of claim assigned numbers 1190 and 1235 on the claims register maintained by Kurtzman Carson Consultants LLC.

"Rejection Claim" means a proof of claim filed by the Trustee on behalf of the Authority asserting unliquidated damages claims on account of the Lease's rejection under Bankruptcy Code sections 365(g)(1) and 502(g)(1).

"Related Documents" means such other agreements entered into among certain of the Parties in connection with the transactions contemplated by this Stipulation.

"Reserve Fund" means that certain fund established pursuant to section 8.2 of the Indenture.

"Supplemental Indenture" means that certain First Supplemental Trust Indenture dated as of January 1, 2013, between the Authority and the Trustee in substantially the form attached hereto as Exhibit 2.

"Unreimbursed Acquisition Costs" means funds in the amount of FOUR-HUNDRED EIGHTY THOUSAND, FIVE-HUNDRED THIRTEEN DOLLARS AND THIRTY-EIGHT CENTS (\$480,513.38).

Other Capitalized Terms: All other capitalized terms used in this Stipulation but not defined in this section II shall have the meanings set forth in any applicable parenthetical definitions.

## III.

### AGREEMENTS REGARDING REJECTION OF THE LEASE

A. Consent to Rejection. Each of the Parties hereby agrees and consents to the Bankruptcy Court's entry of the Approval Order, which provides for, among other things, the County's rejection of the Lease, without further order of the Bankruptcy Court, as of the Effective Date. Following the entry of the Approval Order, the Lease (including, without limitation, any terms thereof that purport to survive the expiration or termination of such agreement) shall be deemed terminated and of no further force or effect on and as of the Effective Date.

B. Remedies Upon Rejection. Following the entry of the Approval Order, the sole remedies that may be asserted by the Authority, the Trustee, or Ambac with respect to the rejection of the Lease are (1) re-letting the Warrant Financed Facilities to the County under the New Lease; and (2) the filing of a Rejection Claim in accordance with section IILC.1 of this Stipulation.

C. Filing of Claims.

1. Rejection Claim. Any Rejection Claim must be filed by the Trustee no later than thirty (30) calendar days after the Effective Date.
2. Other Claims. Subject to the County fulfilling its obligations under this Stipulation and the New Lease, neither the Authority,

nor the Trustee, nor Ambac shall be obligated to, nor shall they, file any proof of claim in, or request the allowance of any administrative expense with respect to, the County's bankruptcy case other than the Previously Filed Claims and any Rejection Claim filed in accordance with section IILC.1 of this Stipulation. If the Bankruptcy Court denies the 9019 Motion, then the Authority, the Trustee, and Ambac shall each retain all rights to file any proof of claim or to request the allowance of an administrative expense, and the County shall retain all rights and defenses regarding any such claim or request.

#### IV.

##### AGREEMENTS REGARDING EFFECTIVE DATE TRANSACTIONS

- A. New Lease. On the Effective Date, the County and the Authority shall be authorized and directed to enter into the New Lease. On and after the Effective Date, the New Lease shall be deemed to have superseded the Lease in all respects.
- B. Supplemental Indenture. On the Effective Date, the Authority and the Trustee shall be authorized and directed to enter into the Supplemental Indenture.
- C. Direction Letter. On the Effective Date, Ambac shall issue the Direction Letter to the Trustee.
- D. Related Documents. On the Effective Date, the relevant Parties to the Related Documents shall be authorized and directed to enter into such documents.
- E. Reimbursement of the Unreimbursed Acquisition Costs. On the Effective Date, the Trustee shall be authorized and directed to (1) withdraw from the Acquisition Fund an amount equal to the Unreimbursed Acquisition Costs and (2) pay the Unreimbursed Acquisition Costs to the County by way of a wire transfer made pursuant to instructions to be provided by the County.
- F. Completion Certificate. Promptly following the County's receipt of funds equal to the Unreimbursed Acquisition Costs, the County shall provide the Authority, the Trustee, and Ambac with an executed copy of the Completion Certificate.
- G. Recordation. Promptly following the Effective Date, the fully-executed New Lease and the Approval Order shall be recorded in the Office of the Jefferson County Judge of Probate - Bessemer Division.

#### V.

##### ADDITIONAL AGREEMENTS

- A. Plan Support. So long as the Bankruptcy Court has entered the Approval Order, the County has complied with its covenants and obligations under this Stipulation and the New Lease, the County has complied with the post-petition disclosure and solicitation requirements under Bankruptcy Code sections 1125 and 1126, and Ambac has directed the Trustee to do so pursuant to the Direction Letter, each of Ambac and the Trustee shall timely vote or cause to be voted each of the Previously Filed Claims and the Rejection Claim (and not revoke, modify, or withdraw that vote) to accept a chapter 9 plan filed by the County if that plan (1) separately classifies as one class the Bessemer Lease Claims; and (2) provides that any and all claims in such class will be deemed satisfied through the County's recognition and performance of its obligations under this Stipulation. Notwithstanding anything to the contrary contained in this Stipulation, this Stipulation shall not constitute an agreement by the County, the Trustee, or Ambac to take any step or action that would violate any provision of applicable bankruptcy law or any other applicable laws, and to the extent any provision shall be construed as constituting such a violation, such provision shall be deemed stricken herefrom and of no force and effect without liability to any of the Parties.
- B. Non-Interference With Prior Orders. Nothing in this Stipulation is intended to or shall modify that certain Agreed Order Regarding Emergency Motion for Relief From the Automatic Stays entered by the Bankruptcy Court on or about April 2, 2012; that certain Agreed Order Regarding Second Motion for Relief From the Automatic Stays to Permit Payments Under Bessemer Facilities Lease entered by the Bankruptcy Court on or about August 31, 2012; or that certain Order Granting Joint Motion to Approve Stipulation Regarding Termination of Reserve Fund Forward Delivery Agreement entered by the Bankruptcy Court on September 25, 2012.
- C. Continued Payments Under the Policy. In accordance with the Policy, Ambac shall pay the Trustee such amounts as are necessary to make scheduled payments of principal or interest on the Lease Warrants after giving effect to amounts paid or distributed on account of the New Lease and the Supplemental Indenture, including, without limitation, from the Reserve Fund, the Acquisition Fund, or New Lease payments by the County.
- D. Effects of Performance and Non-Performance Under New Lease.
  - 1. Full Performance. Effective upon the County's payment (including, without limitation, by way of prepayments permitted under the New Lease) of all "Rental Payments" specified in the "Payment Schedule" attached as Exhibit C to the New Lease (as the same may be revised from time to time in accordance with the New Lease's terms), Ambac shall, and does hereby, forever waive and release any and all claims against either the Authority or the County for reimbursement, indemnity, or contribution, or that are based upon subrogation or assignment, or that otherwise arise from or relate to any payments that Ambac has made or may make under the Policy.
  - 2. Non-Performance. Upon a "Lease Default" (as defined in the New Lease) under the New Lease and the continuance of such Lease Default for a period of thirty (30) calendar days after the County has received notice of such Lease Default from the Authority or the Trustee, Ambac may withdraw the Direction Letter and shall have the right, subject to the terms of the Indenture, to instruct the Trustee to exercise any remedies that may be available to the Trustee or the Authority.

E. Funding of Certain Costs. In the event that the Authority or the County pursues a full refunding of the Lease Warrants prior to December 31, 2020 (a "Refunding Transaction"), Ambac shall contribute up to TWO-HUNDRED THOUSAND DOLLARS (\$200,000.00) to pay closing costs associated with such Refunding Transaction.

## VI.

### SETTLEMENT APPROVAL AND CLOSING

A. Presentation to the Bankruptcy Court. The Parties hereby agree to the following process regarding approval and consummation of this Stipulation:

1. The Parties shall informally stay any further briefing or discovery with respect to the Rejection Motion;
2. The County shall file the 9019 Motion;
3. The Trustee shall provide notice of the 9019 Motion to holders of the Lease Warrants;
4. The Parties shall jointly present this Stipulation to the Bankruptcy Court as a settlement and resolution of the Rejection Motion and request that the Bankruptcy Court enter the Approval Order with respect thereto;
5. Without limiting the generality of section VILC of this Stipulation, the Parties, and each of them, shall make reasonable and good faith efforts to address and mitigate any concerns raised by the Bankruptcy Court or any opposing parties in connection with the approval of this Stipulation, including, without limitation, submitting additional briefing if required and responding to objections, if any; and
6. If the Bankruptcy Court declines to approve this Stipulation despite the Parties' reasonable efforts to obtain such approval, then (a) this Stipulation, the New Lease, the Supplemental Indenture, the Direction Letter, the Completion Certificate, and the Related Documents shall each be of no force and effect; and (b) all of the Parties' respective rights with respect to the Rejection Motion and the matters addressed by this Stipulation, the New Lease, the Supplemental Indenture, the Direction Letter, the Completion Certificate, or the Related Documents shall be fully reserved.

B. Conditions to Effectiveness. Except with respect to the covenants contained in section VLA of this Stipulation, this Stipulation shall be without effect and shall not be binding on any of the Parties until the occurrence of all of the following events (or the written waiver by the Parties of the requirement that any such event have occurred): (1) the Approval Order has been entered by the Bankruptcy Court; and (2) the Approval Order has become a final, nonappealable order. With the exception of the Approval Order, the Parties agree that no other order or ruling from the Bankruptcy Court will be required to implement the terms of this Stipulation.

C. Mutual Representations and Warranties. Unless otherwise noted, 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:

1. The Parties, and each of them, agree that this Stipulation is fair and equitable.
2. Subject to the approval of the Bankruptcy Court, this Stipulation is a legal, valid, and binding obligation of the Parties, enforceable against each of them in accordance with its terms.
3. Except as otherwise expressly provided in this Stipulation, no consent or approval is required by any other person or entity in order for the Parties to carry out the provisions of this Stipulation, and each of the Parties has obtained all necessary governmental, corporate, and other approvals to enter into and perform the obligations under this Stipulation. In addition, each person signing this Stipulation warrants that he or she is legally competent and authorized to execute this Stipulation on behalf of the Party whose name is subscribed at or above such person's signature.
4. The Parties have not made any statement or representation to each other regarding any facts relied upon by them in entering into this Stipulation, and each of them specifically does not rely upon any statement, representation, or promise of the other Parties hereto or any other person in entering into this Stipulation, except as expressly stated herein or in the exhibits hereto. Each Party has relied upon its own investigation and analysis of the facts and not on any statement or representation made by any other party in choosing to enter into this Stipulation and the transactions contemplated herein.
5. The Parties and their respective attorneys have made such investigation of the facts pertaining to this Stipulation and all of the matters pertaining thereto as they deem necessary.
6. This Stipulation is not and shall not be deemed to be a solicitation of votes for the acceptance of any chapter 9 plan for the purposes of Bankruptcy Code sections 1125 and 1126 or otherwise.

## VII.

### MISCELLANEOUS PROVISIONS

A. Notices. All notices, requests, demands, and other communications under or relating to this Stipulation shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom directed, or on the first business day after mailing if mailed to the Party to whom directed, by Federal Express or other overnight delivery service, and properly addressed to such Party as follows:

If to the County:

Jefferson County, Alabama  
Attn: Chief Executive Officer  
Room 251, Jefferson County Courthouse  
716 Richard Arrington Jr. Boulevard North  
Birmingham, Alabama 35203

-and-

Jeffrey M. Sewell, Esq., County Attorney  
Room 280, Jefferson County Courthouse  
716 Richard Arrington Jr. Boulevard North  
Birmingham, Alabama 35203  
Facsimile: (205) 325-5840  
Email: [sewellj@jccal.org](mailto:sewellj@jccal.org)

-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@babco.com](mailto:pdarby@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](mailto:kklee@ktbslaw.com); [lbogdanoff@ktbslaw.com](mailto:lbogdanoff@ktbslaw.com); [wholt@ktbslaw.com](mailto:wholt@ktbslaw.com)

If to the Authority:

The Jefferson County Public Building Authority  
c/o Jefferson County Commission  
716 Richard Arrington Jr. Blvd. North  
Birmingham, AL 35263

If to the Trustee:

First Commercial Bank  
800 Shades Creek Parkway  
Birmingham, Alabama 35209  
Attn: Dean D. Matthews  
Facsimile: (205) 868-4884  
E-mail: [deanmatthews@firstcommercialbank.com](mailto:deanmatthews@firstcommercialbank.com)

-and-

Alston & Bird LLP  
One Atlantic Center  
1201 W. Peachtree St.  
Atlanta, Georgia 30309-3424  
Attn: Karol V. Mason; David A. Wender  
Facsimile: 404-881-7777  
E-mail: [karol.mason@alston.com](mailto:karol.mason@alston.com); [david.wender@alston.com](mailto:david.wender@alston.com)

If to Ambac:

Ambac Assurance Corporation  
One State Street Plaza  
New York, New York 10004  
Attn: Steven M. Ksenak, Esq., General Counsel  
E-mail: [notices@ambac.com](mailto:notices@ambac.com); [sksenak@ambac.com](mailto:sksenak@ambac.com)

-and-

McDermott Will & Emery LLP  
227 West Monroe Street  
Suite 4400  
Chicago, Illinois 60606  
Attn: William P. Smith, Esq.; Miles W. Hughes, Esq.  
Facsimile: (312) 984-7700  
E-mail: [wsmith@mwe.com](mailto:wsmith@mwe.com); [mhughes@mwe.com](mailto:mhughes@mwe.com)



Any Party may change its contact information by giving written notice to the other Parties in the , manner set forth above.

B. Modification; Waiver. No supplement, modification, or amendment of this Stipulation shall be binding unless executed in writing by all Parties affected thereby. No waiver of any of the provisions of this Stipulation shall be deemed or constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

C. Further Assurances. In accordance with the Approval Order, each of the Parties agrees to execute any and all documents and to do and perform any and all acts and things reasonably necessary or proper to effectuate or further evidence the terms and provisions of this Stipulation.

D. No Representations or Warranties. Except as expressly set forth in this Stipulation, none of the Parties makes any representation or warranty, written or oral, express or implied.

E. Headings. The descriptive headings of the several sections of this Stipulation are inserted for convenience of reference only and do not constitute a part of this Stipulation.

F. Counterparts. This Stipulation may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties' respective signature pages may be exchanged by electronic transmission (including, without limitation, via .pdf format documents) or by facsimile.

G. No Admissions. This Stipulation is part of a settlement among the Parties. Nothing herein shall be deemed an admission of any kind. This Stipulation, all pre-execution drafts, and all communications between and among counsel for the Parties regarding the Stipulation (collectively, the "Stipulation Materials") shall constitute settlement discussions pursuant to Federal Rule of Evidence 408 and any other applicable rules of similar import, and the Parties hereby stipulate and agree that, in the event the Stipulation does not become effective for any reason or is rescinded, no Party will attempt to use the Stipulation Materials as evidence of liability of another Party or a measure of actual damages sustained by a Party.

H. Interpretation. This Stipulation has been jointly drafted by the Parties at arms' length and each Party has had ample opportunity to consult with independent legal counsel. No provision or ambiguity in this Stipulation shall be resolved against any Party solely by virtue of its participation in the drafting of this Stipulation.

I. Successors and Assigns. This Stipulation shall inure to the benefit of, and be binding upon, the Parties and their respective agents, legal representatives, predecessors, successors, and assigns.

J. Choice of Law. This Stipulation shall be governed by and construed in accordance with the substantive law of the State of Alabama, without regard to its conflict of laws or any other choice of law rules; provided, however, that with respect to any matters arising under the Bankruptcy Code, this Stipulation shall be governed by and construed in accordance with federal bankruptcy law.

K. Jurisdiction and Venue. Any controversies regarding this Stipulation shall be resolved in the Bankruptcy Court. Any action relating to, based upon, or arising from a breach of this Stipulation shall be brought only in the Bankruptcy Court, which shall retain exclusive jurisdiction over the subject matter and Parties for this purpose.

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be duly executed as of the day and year first written above.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

THE JEFFERSON COUNTY PUBLIC BUILDING AUTHORITY

By: Its:  
FIRST COMMERCIAL BANK, as Indenture Trustee

By: Its:  
AMBAC ASSURANCE CORPORATION

By: Its:

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

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

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 1:00 p.m., Monday, December 10, 2012.

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President

ATTEST

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Minute Clerk