

STATE OF ALABAMA)

JEFFERSON COUNTY) February 14, 2013

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

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

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the Minutes of January 31, 2013, be approved. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

The Commission met in Work Session on February 12, 2013, and approved the following items to be placed on the February 14, 2013, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 10, excluding Item 4.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 16.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 8 and Addendum Items 1 - 8.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 6 and Addendum Item 9.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 24.

Commission Carrington asked that the March 12, 2013 Committee Meeting be held in Bessemer. The other Commissioners stated their approval of moving the Meeting.

The Commission met in Work Session on February 13, 2013, and approved the following item to be placed on the February 14, 2013, Regular Commission Meeting Agenda:

- Commissioner Carrington, Administrative Services Committee - Item 1.

Feb-14-2013-92

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

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

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

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

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

Z-2013-002 Charlotte Ann and Austin H. Bolton, owners; R. Andrew Murray agent. Change of zoning on Parcel ID# 12-15-2-0 part of 3 in Section 15 Twp 16 Range 1 West from A-1 (Agriculture) to R-4 (Multi-Family) for an apartment building for the elderly (ages 55 and older). Case Only: 5841 Chalkville Road; Birmingham, AL 35235) (TRUSSVILLE) (4.5 Acres M/L)

RESTRICTIVE COVENANTS: 1. The architecture of the building shall substantially resemble the example presented to the Planning & Zoning Commission on January 10, 2013; 2. The exterior of the building shall consist of at least 50% brick on all sides; 3. The structure shall not exceed a maximum of three (3) stories; 4. Access and drainage improvements on the property, in addition to any improvements as may be required to Midway Church Road, shall be designed, constructed and maintained in accordance with the specifications of the Department of Roads & Transportation, with access to also be approved by the City of Trussville. 5. The property shall be used strictly as stated, i.e., exclusively for occupancy by persons age 55 or older; and, 6. The property shall be developed in substantial conformance to the site plan presented at the January 10, 2013 hearing of the Planning & Zoning Commission. 7. The zoning of the property shall revert back to its original A-1 zoning should actual construction not commence within two (2) years of this date.

Motion was made by Commissioner Knight seconded by Commissioner Stephens that Z-2013-002 be denied. Voting "Aye" Knight, Stephens and Bowman. Voting "Nay" Carrington. Commissioner Brown abstained.

A Public Hearing was held to receive comments on altering the boundaries of the Commission districts. The following people made statements to the Commission: Harvey Henley, Jr., Maralyn Mosley, Gilda Walker, George Singleton, Carolyn Davis, Susan Palmer, James Evans, Anna Brown, Sheila Tyson, Frank Matthews, Ronnie Williams and Calvin Woods. Commissioner Bowman read a Memorandum from Fred McBride with the ACLU regarding a proposed third redistricting plan. After discussions, the Commission took the following action.

Feb-14-2013-93

WHEREAS, the Jefferson County Commission is composed of five Commissioners elected from single member districts; and

WHEREAS, § 11-3-1.1, Alabama Code (1975), authorizes the Jefferson County Commission, to alter, by resolution, the boundaries of its single member districts following the release of a federal decennial census; and

WHEREAS, the 2010 federal decennial census has been released and said census reflects that population shifts have occurred within Jefferson County which make alteration of the boundaries of the single member districts appropriate and desirable; and

WHEREAS, in accordance with § 11-3-1.1, Alabama Code (1975), an advertisement was published in the Birmingham News, a paper of general circulation in Jefferson County, for at least two consecutive weeks beginning January 27, 2013 stating that the Jefferson County Commission would consider for adoption at its Regular Meeting on February 14, 2013, at 9:00 a.m., at the Jefferson County Commission Chambers, Room 270, Jefferson County Courthouse, Birmingham, Alabama, a resolution to alter the boundaries of its single member districts and further stating that a map indicating the proposed district boundaries is available for inspection at the Office of the Board of Registrars, Room A-410, 716 Richard Arrington Jr. Blvd. North, Birmingham, Alabama, 35203; and

WHEREAS, at said Regular Meeting the Commission heard from all interested parties desiring to be heard on this matter.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that, beginning with the primary election for the Jefferson County Commission in 2014, the single member district boundaries of the Jefferson County Commission are hereby altered as set forth below in standard census units and County voting precincts.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that, in accordance with § 11-3-1.1, Alabama Code (1975), a certified copy of this resolution, together with a map of the County showing the boundaries of the altered districts, shall be filed with the Jefferson County Judge of Probate.

Commission Plan 1 District 1:

Beginning at the intersection of I-59 and North Line Of Section 22 Tsp. 12, thence Proceed Northeast on I-59, thence Proceed Southwest on I-59, thence Proceed Southeast on Edwards Lake Rd, thence Proceed Southwest on I-59, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed Southeast on I-459, thence Proceed East on 2010 Census Block Boundary, thence Proceed Southwest on Gadsden Hwy, thence Proceed Southeast on I-459, thence Proceed Southwest on I-459 Ramp, thence Proceed Southwest on 2010 Census Block Boundary, thence Proceed Southwest on Gadsden Hwy, thence Proceed Southwest on I-59, thence Proceed West on I- 59, thence Proceed Southwest on Abandoned RR, thence Proceed Southwest on 2010 Census Block Boundary, thence Proceed Southwest on Lance Way, thence Proceed Southwest on Abandoned RR, thence Proceed Southwest on 2010 Census Block Boundary, thence Proceed Southwest on Irondale/Unincorporated Corporate Boundary, thence Proceed Southwest on 2010 Census Block Boundary, thence Proceed Southwest on Birmingham/Irondale Corporate Boundary, thence Proceed Northwest on St Louis-San Francisco RR, thence Proceed Southwest on Oporto Madrid Blvd S, thence Proceed Southwest on Montclair Rd, thence Proceed Northwest on 52nd St S, thence Proceed West on Clairmont Ave S, thence Proceed Northeast on 46th St S, thence Proceed East on Linwood Dr, thence Proceed Northwest on 46th St S, thence Proceed Southwest on 6th Ave S, thence Proceed Northwest on 46th St S, thence Proceed Southwest on 5th Ave S, thence Proceed Northwest on 41st St S, thence Proceed Southwest on Southern RR, thence Proceed Northwest on 32nd St S, thence Proceed Northwest on 32nd St N, thence

Proceed Northwest on Belt RR, thence Proceed North on Louisville and Nashville RR, thence Proceed Southwest on Reverend Abraham Woods Jr Blvd, thence Proceed Northwest on 31st St N, thence Proceed Southwest on I- 20, thence Proceed Northwest on 25th St N, thence Proceed Northeast on 13th Ave N, thence Proceed Northwest on 26th St N, thence Proceed Northwest on Carraway Blvd, thence Proceed Northwest on 26th St N, thence Proceed Northwest on Carraway Blvd, thence Proceed Southwest on 20th Ave N, thence Proceed Southeast on 24th St N, thence Proceed Southwest on Fl Shuttlesworth Dr, thence Proceed West on 15th Ter N, thence Proceed Northeast on Druid Hill Dr, thence Proceed West on 16th Ave N, thence Proceed Southeast on 20th St N, thence Proceed West on 16th Ave N, thence Proceed South on 19th St N, thence Proceed West on 17th Ct N, thence Proceed Northwest on 18th Way N, thence Proceed West on 19th Ave N, thence Proceed North on 18th Pl N, thence Proceed North on Non Visible Ext. Of 18th Pl N, thence Proceed Southwest on Village Creek, thence Proceed Southeast on Arkadelphia Rd, thence Proceed Southwest on I- 20, thence Proceed Northwest on Anniston Ave, thence Proceed East on 15th Street Ensley, thence Proceed North on Anniston Ave, thence Proceed West on 13th Street Ensley, thence Proceed Northeast on Avenue V, thence Proceed Northwest on Village Creek, thence Proceed Southwest on Birmingham Southern RR, thence Proceed South on Louisville and Nashville RR, thence Proceed Southeast on Port Birmingham Rd, thence Proceed Southwest on Louisville and Nashville RR, thence Proceed Southwest on Birmingham Southern RR, thence Proceed Southeast on 36th St, thence Proceed Northeast on Avenue G, thence Proceed Southeast on Fairfield/Birmingham Corporate Boundary, thence Proceed South on Terrace G, thence Proceed South on Fairfield/Birmingham Corporate Boundary, thence Proceed South on Avenue H, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed Northeast on Vinesville Rd, thence Proceed Southwest on Court I, thence Proceed East on 57th St W, thence Proceed South on Monte Sano Rd, thence Proceed Southwest on Bessemer Rd, thence Proceed Southeast on Avenue K, thence Proceed South on Midfield/Birmingham Corporate Boundary, thence Proceed Southeast on by Williams Sr Dr, thence Proceed Southwest on Southern RR, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed Southwest on Jefferson Aly, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed Southwest on Alabama Great Southern RR, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed Northwest on Atlantic Coast Line RR, thence Proceed Southwest on Bessemer Super Hwy, thence Proceed Southwest on 2010 Census Block Boundary, thence Proceed Southwest on Bessemer Super Hwy, thence Proceed North on Wilkes Blvd, thence Proceed West on Cherry St, thence Proceed Southwest on Woodfield Rd, thence Proceed West on Hoadley St, thence Proceed West on Short St, thence Proceed Southwest on Midfield/Brighton Corporate Boundary, thence Proceed South on 8th St, thence Proceed Northwest on Midfield/Brighton Corporate Boundary, thence Proceed West on 2010 Census Block Boundary, thence Proceed North on McClain St, thence Proceed East on McClellan Ave, thence Proceed North on Midfield/Brighton Corporate Boundary, thence Proceed West on Council Ave, thence Proceed Northeast on Jaybird Rd, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed Northeast on I-20, thence Proceed Northeast on I-20 Access Ramp, thence Proceed Northeast on I-20, thence Proceed North on 15th St, thence Proceed Southwest on Allison Bonnett Memorial Dr, thence Proceed Northeast on Tin Mill Rd, thence Proceed East on Ensley Pleasant Grove Rd, thence Proceed North on 2010 Census Block Boundary, thence Proceed West on 14th Ave, thence Proceed North on 57th St, thence Proceed East on 13th Ave, thence Proceed Northeast on Toledo St, thence Proceed North on Birmingham/Unincorporated Corporate Boundary, thence Proceed North on Toledo St, thence Proceed North on Newport Rd, thence Proceed North on Birmingham/Unincorporated Corporate Boundary, thence Proceed North on Salem St, thence Proceed North on Birmingham/Unincorporated Corporate Boundary, thence Proceed North on West Line Of Section 26 Tsp. 21, thence Proceed Northwest on Birminghamport Rd, thence Proceed North on West Line Of Section 26 Tsp. 21, thence Proceed North on West Line Of Section 23 Tsp. 21, thence Proceed West on Mulga Loop Rd, thence Proceed North on West Line Of Section 23 Tsp. 21, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed Northwest on Village Creek, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed West on Village Creek, thence Proceed Northwest on Centerline Of Bayview Lake, thence Proceed Northeast on Corbert Br, thence Proceed Northwest on Private Rd, thence Proceed North on Maple Cir, thence Proceed Northeast on Poplar Ln, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed Northwest on Westwood Dr, thence Proceed Northeast on Westwood Ave, thence Proceed Northwest on Hazelwood Dr, thence Proceed Northwest on Hazelwood Rd, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed Southwest on Harris Ave, thence Proceed Northwest on Hazelwood Rd, thence Proceed Northwest on Adams Ave, thence Proceed Northeast on Maple St, thence Proceed Northwest on Railroad Ave, thence Proceed Southwest on Short St, thence Proceed Northwest on Railroad Ave, thence Proceed Northwest on Bankhead Hwy, thence Proceed Northeast on Miles St, thence Proceed Northeast on Non Visible Ext. Of Miles St, thence Proceed Northwest on St Louis-San Francisco RR, thence Proceed Southwest on Extension Of Hickory St, thence Proceed Southwest on Hickory St, thence Proceed Northwest on Bankhead Hwy, thence Proceed Northeast on Graysville/Adamsville Corporate Boundary, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed North on Mary Dr, thence Proceed West on 2nd St, thence Proceed East on 2010 Census Block Boundary, thence Proceed North on Unnamed Creek, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed Northwest on Unnamed Creek, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed Northwest on Unnamed Creek, thence Proceed East on Graysville/Unincorporated Corporate Boundary, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed Southeast on Graysville/Unincorporated Corporate Boundary, thence Proceed East on 2010 Census Block Boundary, thence Proceed Southeast on Graysville/Unincorporated Corporate Boundary, thence Proceed East on Adamsville/Unincorporated Corporate Boundary, thence Proceed

Southwest on Hillcrest Rd, thence Proceed East on Adamsville/Unincorporated Corporate Boundary, thence Proceed Southeast on Graysville/Adamsville Corporate Boundary, thence Proceed Northwest on Forestdale Bend Rd, thence Proceed Northeast on Adamsville/Unincorporated Corporate Boundary, thence Proceed South on Cherry Ave, thence Proceed Northeast on Five Mile Creek, thence Proceed Southeast on Southern RR, thence Proceed Northeast on Five Mile Creek, thence Proceed Northeast on 2010 Census Block Boundary, thence Proceed Northeast on Archer Rd, thence Proceed Northeast on Brookside Coalburg Rd, thence Proceed Northeast on Coalburg Rd, thence Proceed Northeast on Brookside Coalburg Rd, thence Proceed Southeast on Coalburg Rd, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed Southeast on Coalburg Rd, thence Proceed Southeast on Five Mile Creek, thence Proceed South on Birmingham/Unincorporated Corporate Boundary, thence Proceed South on 2010 Census Block Boundary, thence Proceed East on Birmingham/Unincorporated Corporate Boundary, thence Proceed Northeast on Fultondale/Unincorporated Corporate Boundary, thence Proceed Northwest on Five Mile Creek, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed Northeast on Five Mile Creek, thence Proceed Northeast on 2010 Census Block Boundary, thence Proceed Southeast on Five Mile Creek, thence Proceed South on 2010 Census Block Boundary, thence Proceed South on Decatur Hwy, thence Proceed Northeast on Access Rd, thence Proceed Southeast on 57th Ave N, thence Proceed Southwest on 2010 Census Block Boundary, thence Proceed East on Fultondale/Birmingham Corporate Boundary, thence Proceed Southeast on Birmingham/Unincorporated Corporate Boundary, thence Proceed East on Huntsville Rd N, thence Proceed East on Cedar St, thence Proceed South on Cedar Aly, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed Southeast on Seaboard Rd, thence Proceed Southwest on Vanderbilt Rd, thence Proceed Southwest on Water St, thence Proceed Southwest on Pinson St, thence Proceed West on Main St, thence Proceed South on Louisville and Nashville RR, thence Proceed Northeast on 2010 Census Block Boundary, thence Proceed Northeast on Jefferson Blvd, thence Proceed East on 41st Aly, thence Proceed North on Bristol St N, thence Proceed East on Tarrant/Birmingham Corporate Boundary, thence Proceed South on Westley St, thence Proceed Southeast on Tarrant/Birmingham Corporate Boundary, thence Proceed Northeast on Burgin Ave, thence Proceed North on Van Houten St, thence Proceed East on Tarrant/Birmingham Corporate Boundary, thence Proceed Northeast on 2010 Census Block Boundary, thence Proceed Northeast on Non Visible Extension Of Short St, thence Proceed North on Short St, thence Proceed Northeast on Tarrant/Birmingham Corporate Boundary, thence Proceed Northeast on Birmingham/Unincorporated Corporate Boundary, thence Proceed Northwest on South ROW of Lawson Rd, thence Proceed Northwest on Lawson Rd, thence Proceed Northeast on Pinson Valley Pkwy, thence Proceed Northwest on Pawnee Rd, thence Proceed Northwest on Pawnee Village Rd, thence Proceed Northwest on Chenoor Rd, thence Proceed Northeast on Fultondale/Unincorporated Corporate Boundary, thence Proceed Northeast on Carson Rd N, thence Proceed Southeast on Carson Rd, thence Proceed Southwest on Pinson Valley Pkwy, thence Proceed Southeast on Birmingham/Unincorporated Corporate Boundary, thence Proceed Southwest on Sunhill Rd NW, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed Northeast on Sun Valley Rd, thence Proceed Northeast on Birmingham/Unincorporated Corporate Boundary, thence Proceed East on 2010 Census Block Boundary, thence Proceed Northeast on Sun Valley Rd, thence Proceed Southeast on Carson Rd, thence Proceed Southwest on Marlin Springs Rd, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed Southeast on Center Point/Birmingham Corporate Boundary, thence Proceed East on Center Point/Unincorporated Corporate Boundary, thence Proceed East on Center Point/Birmingham Corporate Boundary, thence Proceed South on 6th Pl NW, thence Proceed Southeast on Center Point/Birmingham Corporate Boundary, thence Proceed South on 6th St NW, thence Proceed East on 16th Ave NW, thence Proceed Northeast on Huffman Rd, thence Proceed Southeast on 1st St NW, thence Proceed South on Center Point Pkwy, thence Proceed Northeast on Lake Dr NE, thence Proceed Southeast on Lake Drive Cir NE, thence Proceed Southeast on Birmingham/Unincorporated Corporate Boundary, thence Proceed East on Lake Drive Cir NE, thence Proceed South on Lake Ln NE, thence Proceed East on E Haven Dr, thence Proceed Northeast on Birmingham/Unincorporated Corporate Boundary, thence Proceed North on Bobolink Ln NE, thence Proceed Northeast on Center Point/Unincorporated Corporate Boundary, thence Proceed East on Argonne Dr, thence Proceed South on E Haven Dr, thence Proceed Southeast on Birmingham/Unincorporated Corporate Boundary, thence Proceed Southwest on Five Mile Creek, thence Proceed Southeast on Center Point/Unincorporated Corporate Boundary, thence Proceed East on Earline Cir, thence Proceed East on Earline St, thence Proceed Northeast on Old Springville Rd, thence Proceed West on Polly Reed Rd, thence Proceed Northwest on Polly Reed Rd NE, thence Proceed Northwest on Polly Reed Rd, thence Proceed Northeast on Reed Rd NE, thence Proceed East on Chalkville School Rd, thence Proceed North on Chalkville Manor Dr, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed Northeast on Spencer Ln, thence Proceed East on Turf Dr, thence Proceed Northeast on Center Point/Unincorporated Corporate Boundary, thence Proceed Southeast on Center Point/Clay Corporate Boundary, thence Proceed Southeast on Torrey Pines Cir, thence Proceed Southeast on Clay/Unincorporated Corporate Boundary, thence Proceed Southwest on Five Mile Creek, thence Proceed Southeast on Center Point/Unincorporated Corporate Boundary, thence Proceed Northeast on Old Springville Rd, thence Proceed Southeast on Center Point/Clay Corporate Boundary, thence Proceed East on Center Point/Unincorporated Corporate Boundary, thence Proceed Southwest on Norman Cir, thence Proceed Northeast on Carlisle Dr, thence Proceed East on Largin Rd, thence Proceed South on Brewster Rd, thence Proceed Southwest on Grayson Valley Dr, thence Proceed East on Brewster Rd, thence Proceed Southeast on Carraway Ln, thence Proceed Southeast on Carraway St, thence Proceed Southeast on Creely Dr, thence Proceed Southeast on Satterwhite St, thence Proceed Southwest on 2010 Census Block Boundary, thence Proceed Southwest on Molly Ln, thence Proceed Southeast on

Cherbourg Dr, thence Proceed Southwest on Trussville/Unincorporated Corporate Boundary, thence Proceed Southwest on Trussville/Birmingham Corporate Boundary, thence Proceed East on South Line Of Section 21 Tsp. 12, thence Proceed North on West Line Of Section 22 Tsp. 12, thence Proceed East on North Line Of Section 22 Tsp. 12, thence Ending at the intersection of North Line Of Section 22 Tsp. 12 and I-59.

Commission Plan 1 District 2:

Beginning at the intersection of 52nd St S and Clairmont Ave S, thence Proceed Northwest on 52nd St S, thence Proceed Southwest on Montclair Rd, thence Proceed Southwest on 2010 Census Block Boundary, thence Proceed Southwest on Montclair Rd, thence Proceed Southwest on Mountain Brook/Birmingham Corporate Boundary, thence Proceed Northwest on Oxford Rd, thence Proceed Southwest on Carlisle Rd, thence Proceed Southwest on Cahaba Rd, thence Proceed Southwest on Mountain Brook/Birmingham Corporate Boundary, thence Proceed Southwest on 2010 Census Block Boundary, thence Proceed Northeast on S Bridge Pkwy, thence Proceed Southwest on 21st Ave S, thence Proceed Southwest on Homewood/Birmingham Corporate Boundary, thence Proceed Northwest on Robert S Smith Dr, thence Proceed Southwest on Homewood/Birmingham Corporate Boundary, thence Proceed Southwest on Valley Ridge Dr, thence Proceed Northwest on Gateway Dr, thence Proceed Southwest on Valley Ridge Dr, thence Proceed Southwest on 2010 Census Block Boundary, thence Proceed Southwest on Oxmoor Rd, thence Proceed Southeast on I-65, thence Proceed Southeast on I-65 Ramp, thence Proceed Southwest on Lakeshore Pkwy, thence Proceed Southwest on W Lakeshore Dr, thence Proceed Southwest on Lakeshore Pkwy, thence Proceed Southwest on W Oxmoor Rd, thence Proceed Southwest on Shannon Oxmoor Rd, thence Proceed South on Birmingham/Unincorporated Corporate Boundary, thence Proceed Southwest on Shades Creek, thence Proceed North on 2010 Census Block Boundary, thence Proceed Southwest on Birmingham/Unincorporated Corporate Boundary, thence Proceed Northwest on Shannon Wenonah Rd, thence Proceed Northwest on Birmingham/Unincorporated Corporate Boundary, thence Proceed North on 2010 Census Block Boundary, thence Proceed North on Shannon Wenonah Rd, thence Proceed North on Birmingham/Unincorporated Corporate Boundary, thence Proceed North on Shannon Wenonah Rd, thence Proceed Northeast on Venice Rd, thence Proceed North on Shannon Wenonah Rd, thence Proceed Northwest on Venice Rd, thence Proceed Southwest on Louisville and Nashville RR, thence Proceed Southwest on 2010 Census Block Boundary, thence Proceed Southwest on Bessemer/Lipscomb Corporate Boundary, thence Proceed Southwest on Overhill Dr, thence Proceed Southwest on Bessemer/Birmingham Corporate Boundary, thence Proceed Southwest on 2010 Census Block Boundary, thence Proceed South on Bessemer/Birmingham Corporate Boundary, thence Proceed South on Birmingham/Unincorporated Corporate Boundary, thence Proceed South on Bessemer/Birmingham Corporate Boundary, thence Proceed West on 2010 Census Block Boundary, thence Proceed Southwest on Louisville and Nashville RR, thence Proceed Northwest on 13th St S, thence Proceed Southwest on Avenue I, thence Proceed Southeast on Bessemer Rd, thence Proceed Southwest on Raimund Muscoda Rd, thence Proceed Northwest on Mountain Rd, thence Proceed Southwest on Merritt St, thence Proceed West on 2010 Census Block Boundary, thence Proceed Northeast on Eastern Valley Rd, thence Proceed Northwest on Division St S, thence Proceed Northwest on Division St, thence Proceed Northeast on 4th Ave SW, thence Proceed Northeast on 4th Ave N, thence Proceed Northwest on Lakeridge Dr, thence Proceed Northeast on Halls Creek, thence Proceed West on 5th St N, thence Proceed Northwest on 8th Aly, thence Proceed Northwest on Halls Creek, thence Proceed Northeast on Louisville and Nashville RR, thence Proceed Northeast on 2010 Census Block Boundary, thence Proceed Northeast on St Louis-San Francisco RR, thence Proceed Northwest on County Rd, thence Proceed Northeast on Louisville and Nashville RR, thence Proceed Northeast on Allison Bonnett Memorial Dr, thence Proceed South on 15th St, thence Proceed Southwest on I-20, thence Proceed Southwest on I-20 Access Ramp, thence Proceed Southwest on I-20, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed Southwest on Jaybird Rd, thence Proceed East on Council Ave, thence Proceed South on Midfield/Brighton Corporate Boundary, thence Proceed West on McClellan Ave, thence Proceed South on McClain St, thence Proceed East on 2010 Census Block Boundary, thence Proceed Southeast on Midfield/Brighton Corporate Boundary, thence Proceed North on 8th St, thence Proceed Northeast on Midfield/Brighton Corporate Boundary, thence Proceed East on Short St, thence Proceed East on Hoadley St, thence Proceed Northeast on Woodfield Rd, thence Proceed East on Cherry St, thence Proceed South on Wilkes Blvd, thence Proceed Northeast on Bessemer Super Hwy, thence Proceed Northeast on 2010 Census Block Boundary, thence Proceed Northeast on Bessemer Super Hwy, thence Proceed Southeast on Atlantic Coast Line RR, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed Northeast on Alabama Great Southern RR, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed Northeast on Southern RR, thence Proceed Northwest on by Williams Sr Dr, thence Proceed North on Midfield/Birmingham Corporate Boundary, thence Proceed Northwest on Avenue K, thence Proceed Northeast on Bessemer Rd, thence Proceed North on Monte Sano Rd, thence Proceed West on 57th St W, thence Proceed Northeast on Court I, thence Proceed Southwest on Vinesville Rd, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed North on Avenue H, thence Proceed North on Fairfield/Birmingham Corporate Boundary, thence Proceed North on Terrace G, thence Proceed Northwest on Fairfield/Birmingham Corporate Boundary, thence Proceed Southwest on Avenue G, thence Proceed Northwest on 36th St, thence Proceed Northeast on Birmingham Southern RR, thence Proceed Northeast on Louisville and Nashville RR, thence Proceed Northwest on Port Birmingham Rd, thence Proceed North on Louisville and Nashville RR, thence Proceed Northeast on Birmingham Southern RR, thence Proceed Southeast on Village Creek, thence Proceed Southwest on Avenue V, thence Proceed East on 13th Street Ensley, thence Proceed South on Anniston Ave, thence Proceed West on 15th Street Ensley,

thence Proceed Southeast on Anniston Ave, thence Proceed Northeast on I- 20, thence Proceed Northwest on Arkadelphia Rd, thence Proceed Northeast on Village Creek, thence Proceed South on Non Visible Ext. Of 18th Pl N, thence Proceed South on 18th Pl N, thence Proceed East on 19th Ave N, thence Proceed Southeast on 18th Way N, thence Proceed East on 17th Ct N, thence Proceed North on 19th St N, thence Proceed East on 16th Ave N, thence Proceed Northwest on 20th St N, thence Proceed East on 16th Ave N, thence Proceed Southwest on Druid Hill Dr, thence Proceed East on 15th Ter N, thence Proceed Northeast on Fl Shuttlesworth Dr, thence Proceed Northwest on 24th St N, thence Proceed Northeast on 20th Ave N, thence Proceed Southeast on Carraway Blvd, thence Proceed Southeast on 26th St N, thence Proceed Southeast on Carraway Blvd, thence Proceed Southeast on 26th St N, thence Proceed Southwest on 13th Ave N, thence Proceed Southeast on 25th St N, thence Proceed Northeast on I- 20, thence Proceed Southeast on 31st St N, thence Proceed Northeast on Reverend Abraham Woods Jr Blvd, thence Proceed South on Louisville and Nashville RR, thence Proceed Southeast on Belt RR, thence Proceed Southeast on 32nd St N, thence Proceed Southeast on 32nd St S, thence Proceed Northeast on Southern RR, thence Proceed Southeast on 41st St S, thence Proceed Northeast on 5th Ave S, thence Proceed Southeast on 46th St S, thence Proceed Northeast on 6th Ave S, thence Proceed Southeast on 46th St S, thence Proceed West on Linwood Dr, thence Proceed Southwest on 46th St S, thence Proceed East on Clairmont Ave S, thence Ending at the intersection of Clairmont Ave S and 52nd St S.

Commission Plan 1 District 3:

Beginning at the intersection of 2010 Census Block Boundary and Paulette Dr, thence Proceed Southwest on 2010 Census Block Boundary, thence Proceed Southwest on I-459, thence Proceed Southeast on Hurricane Br, thence Proceed Southwest on 2010 Census Block Boundary, thence Proceed West on Hoover/Unincorporated Corporate Boundary, thence Proceed West on Paradise Lk, thence Proceed Southwest on 2010 Census Block Boundary, thence Proceed Southwest on Paradise Lk, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed Southwest on Paradise Pkwy, thence Proceed Southwest on Paradise Lake Rd, thence Proceed South on Paradise Lake Cir, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed Southwest on John Hawkins Pkwy, thence Proceed Southeast on Private Dr, thence Proceed South on Jefferson County Boundary, thence Proceed North on Bluff Creek, thence Proceed Northeast on Jefferson County Boundary, thence Proceed North on Reeder Rd, thence Proceed North on Thornton Lake Rd, thence Proceed North on Jefferson County Boundary, thence Proceed East on Peterson Rd, thence Proceed East on Snowville Brent Rd, thence Proceed East on Jefferson County Boundary, thence Proceed East on County Line Rd, thence Proceed Northeast on Jefferson County Boundary, thence Proceed Southeast on Thomas Creek, thence Proceed Southeast on Locust Frk, thence Proceed Southeast on I-65, thence Proceed East on Gardendale/Unincorporated Corporate Boundary, thence Proceed Southwest on I-65, thence Proceed Southwest on Mary Buckelew Pkwy, thence Proceed Southeast on Crooked Creek, thence Proceed Southwest on 2010 Census Block Boundary, thence Proceed Southwest on Gardendale/Unincorporated Corporate Boundary, thence Proceed Southwest on Mount Olive Rd, thence Proceed South on Shady Grove Rd, thence Proceed Northwest on Newfound Creek, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed Northwest on Newfound Creek, thence Proceed Southwest on 2010 Census Block Boundary, thence Proceed Southwest on Brookside/Unincorporated Corporate Boundary, thence Proceed Southwest on Powder Mill Rd, thence Proceed East on Jew Hollow Rd, thence Proceed Southwest on Seaboard System RR, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed South on Fieldstown Rd, thence Proceed Southwest on Brookside Coalburg Rd, thence Proceed Southwest on Coalburg Rd, thence Proceed Southwest on Brookside Coalburg Rd, thence Proceed Southwest on Archer Rd, thence Proceed Southwest on 2010 Census Block Boundary, thence Proceed Southwest on Five Mile Creek, thence Proceed Northwest on Southern RR, thence Proceed Southwest on Five Mile Creek, thence Proceed North on Cherry Ave, thence Proceed Southwest on Adamsville/Unincorporated Corporate Boundary, thence Proceed Southeast on Forestdale Bend Rd, thence Proceed Northwest on Graysville/Adamsville Corporate Boundary, thence Proceed West on Adamsville/Unincorporated Corporate Boundary, thence Proceed Northeast on Hillcrest Rd, thence Proceed West on Adamsville/Unincorporated Corporate Boundary, thence Proceed Northwest on Graysville/Unincorporated Corporate Boundary, thence Proceed West on 2010 Census Block Boundary, thence Proceed Northwest on Graysville/Unincorporated Corporate Boundary, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed West on Graysville/Unincorporated Corporate Boundary, thence Proceed Southeast on Unnamed Creek, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed Southeast on Unnamed Creek, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed South on Unnamed Creek, thence Proceed West on 2010 Census Block Boundary, thence Proceed East on 2nd St, thence Proceed South on Mary Dr, thence Proceed Southwest on 2010 Census Block Boundary, thence Proceed Southwest on Graysville/Adamsville Corporate Boundary, thence Proceed Southeast on Bankhead Hwy, thence Proceed Northeast on Hickory St, thence Proceed Northeast on Extension Of Hickory St, thence Proceed Southeast on St Louis-San Francisco RR, thence Proceed Southwest on Non Visible Ext. Of Miles St, thence Proceed Southwest on Miles St, thence Proceed Southeast on Bankhead Hwy, thence Proceed Southeast on Railroad Ave, thence Proceed Northeast on Short St, thence Proceed Southeast on Railroad Ave, thence Proceed Southwest on Maple St, thence Proceed Southeast on Adams Ave, thence Proceed Southeast on Hazelwood Rd, thence Proceed Northeast on Harris Ave, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed Southeast on Hazelwood Rd, thence Proceed Southeast on Hazelwood Dr, thence Proceed Southwest on Westwood Ave, thence Proceed Southeast on Westwood Dr, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed Southwest on Poplar Ln, thence Proceed South on Maple Cir, thence Proceed Southeast on Private Rd, thence Proceed Southwest on Corbert

Br, thence Proceed West on Centerline Of Bayview Lake, thence Proceed East on Village Creek, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed Southeast on Village Creek, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed South on West Line Of Section 23 Tsp. 21, thence Proceed South on West Line Of Section 26 Tsp. 21, thence Proceed South on Birmingham/Unincorporated Corporate Boundary, thence Proceed South on Salem St, thence Proceed South on Birmingham/Unincorporated Corporate Boundary, thence Proceed South on Newport Rd, thence Proceed South on Toledo St, thence Proceed South on Birmingham/Unincorporated Corporate Boundary, thence Proceed Southwest on Toledo St, thence Proceed West on 13th Ave, thence Proceed South on 57th St, thence Proceed East on 14th Ave, thence Proceed South on 2010 Census Block Boundary, thence Proceed West on Ensley Pleasant Grove Rd, thence Proceed Southwest on Tin Mill Rd, thence Proceed Northeast on Allison Bonnett Memorial Dr, thence Proceed Southwest on Louisville and Nashville RR, thence Proceed Southeast on County Rd, thence Proceed Southwest on St Louis-San Francisco RR, thence Proceed Southwest on 2010 Census Block Boundary, thence Proceed Southwest on Louisville and Nashville RR, thence Proceed Southeast on Halls Creek, thence Proceed Southeast on 8th Aly, thence Proceed East on 5th St N, thence Proceed Southwest on Halls Creek, thence Proceed Southeast on Lakeridge Dr, thence Proceed Southwest on 4th Ave N, thence Proceed Southwest on 4th Ave SW, thence Proceed Southeast on Division St, thence Proceed Southeast on Division St S, thence Proceed Southwest on Eastern Valley Rd, thence Proceed East on 2010 Census Block Boundary, thence Proceed Northeast on Merritt St, thence Proceed Southeast on Mountain Rd, thence Proceed Northeast on Raimund Muscoda Rd, thence Proceed Northwest on Bessemer Rd, thence Proceed Northeast on Avenue I, thence Proceed Southeast on 13th St S, thence Proceed Northeast on Louisville and Nashville RR, thence Proceed East on 2010 Census Block Boundary, thence Proceed North on Bessemer/Birmingham Corporate Boundary, thence Proceed North on Birmingham/Unincorporated Corporate Boundary, thence Proceed North on Bessemer/Birmingham Corporate Boundary, thence Proceed Northeast on 2010 Census Block Boundary, thence Proceed Northeast on Bessemer/Birmingham Corporate Boundary, thence Proceed Northeast on Overhill Dr, thence Proceed Northeast on Bessemer/Lipscomb Corporate Boundary, thence Proceed Northeast on 2010 Census Block Boundary, thence Proceed Northeast on Louisville and Nashville RR, thence Proceed Southeast on Venice Rd, thence Proceed South on Shannon Wenonah Rd, thence Proceed Southwest on Venice Rd, thence Proceed South on Shannon Wenonah Rd, thence Proceed South on Birmingham/Unincorporated Corporate Boundary, thence Proceed South on Shannon Wenonah Rd, thence Proceed South on 2010 Census Block Boundary, thence Proceed Southeast on Birmingham/Unincorporated Corporate Boundary, thence Proceed Southeast on Shannon Wenonah Rd, thence Proceed Northeast on Birmingham/Unincorporated Corporate Boundary, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed Northeast on Hawksbury Ln, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed Northeast on Redstart Ln, thence Proceed East on 2010 Census Block Boundary, thence Proceed East on Golf Dr, thence Proceed East on 2010 Census Block Boundary, thence Proceed South on Deo Dara Dr, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed Southeast on Greenvale Rd, thence Proceed South on 2010 Census Block Boundary, thence Proceed Southeast on Oriole Dr, thence Proceed South on 2010 Census Block Boundary, thence Proceed South on Hoover/Unincorporated Corporate Boundary, thence Proceed East on Patton Chapel Rd, thence Proceed South on Crayrich Dr, thence Proceed East on Charlotte Dr, thence Proceed Southwest on Crayrich Dr, thence Proceed East on Paulette Dr, thence Ending at the intersection of Paulette Dr and 2010 Census Block Boundary.

Commission Plan 1 District 4:

Beginning at the intersection of I-20 and Jefferson County Boundary, thence Proceed South on Jefferson County Boundary, thence Proceed Southwest on Parkway Dr, thence Proceed Northwest on Parkway Dr, thence Proceed Southwest on Parkway Dr, thence Proceed Northwest on Parkway Dr, thence Proceed Southwest on Parkway Dr, thence Proceed Northwest on Parkway Dr, thence Proceed Southwest on I-20, thence Proceed Northwest on I-20, thence Proceed Southwest on Cahaba River, thence Proceed North on Irondale/Birmingham Corporate Boundary, thence Proceed Southwest on Cahaba River, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed Northwest on Cahaba River, thence Proceed Northwest on Grants Mill Rd, thence Proceed Northwest on Karl Daly Rd, thence Proceed Southwest on Old Leeds Rd, thence Proceed Southwest on Mountain Brook/Irondale Corporate Boundary, thence Proceed Southwest on Irondale/Unincorporated Corporate Boundary, thence Proceed Southwest on Mountain Brook/Irondale Corporate Boundary, thence Proceed Southwest on Irondale/Unincorporated Corporate Boundary, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed Southwest on Old Leeds Rd, thence Proceed North on Mountain Brook/Unincorporated Corporate Bound, thence Proceed Southwest on Mountain Brook/Irondale Corporate Boundary, thence Proceed West on Mountain Brook/Unincorporated Corporate Bound, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed Northeast on Shades Creek, thence Proceed West on I-20, thence Proceed Northwest on I-20, thence Proceed North on 2010 Census Block Boundary, thence Proceed Northwest on I-20, thence Proceed Southwest on Montclair Rd, thence Proceed Northeast on Oporto Madrid Blvd S, thence Proceed Southeast on St Louis-San Francisco RR, thence Proceed Northeast on Birmingham/Irondale Corporate Boundary, thence Proceed Northeast on 2010 Census Block Boundary, thence Proceed Northeast on Irondale/Unincorporated Corporate Boundary, thence Proceed Northeast on 2010 Census Block Boundary, thence Proceed Northeast on Abandoned RR, thence Proceed Northeast on Lance Way, thence Proceed Northeast on 2010 Census Block Boundary, thence Proceed Northeast on Abandoned RR, thence Proceed East on I-59, thence Proceed Northeast on I-59, thence Proceed Northeast on Gadsden Hwy, thence Proceed Northeast on 2010 Census Block Boundary, thence Proceed Northeast on I-459 Ramp, thence Proceed Northwest on

I-459, thence Proceed Northeast on Gadsden Hwy, thence Proceed West on 2010 Census Block Boundary, thence Proceed Northwest on I-459, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed Northeast on I-59, thence Proceed Northwest on Edwards Lake Rd, thence Proceed Northeast on I-59, thence Proceed West on North Line Of Section 22 Tsp. 12, thence Proceed South on West Line Of Section 22 Tsp. 12, thence Proceed West on South Line Of Section 21 Tsp. 12, thence Proceed Northeast on Trussville/Birmingham Corporate Boundary, thence Proceed Northeast on Trussville/Unincorporated Corporate Boundary, thence Proceed Northwest on Cherbourg Dr, thence Proceed Northeast on Molly Ln, thence Proceed Northeast on 2010 Census Block Boundary, thence Proceed Northwest on Satterwhite St, thence Proceed Northwest on Creely Dr, thence Proceed Northwest on Carraway St, thence Proceed Northwest on Carraway Ln, thence Proceed West on Brewster Rd, thence Proceed Northeast on Grayson Valley Dr, thence Proceed North on Brewster Rd, thence Proceed West on Largin Rd, thence Proceed Southwest on Carlisle Dr, thence Proceed Northeast on Norman Cir, thence Proceed West on Center Point/Unincorporated Corporate Boundary, thence Proceed Northwest on Center Point/Clay Corporate Boundary, thence Proceed Southwest on Old Springville Rd, thence Proceed Northwest on Center Point/Unincorporated Corporate Boundary, thence Proceed Northeast on Five Mile Creek, thence Proceed Northwest on Clay/Unincorporated Corporate Boundary, thence Proceed Northwest on Torrey Pines Cir, thence Proceed Northwest on Center Point/Clay Corporate Boundary, thence Proceed Southwest on Center Point/Unincorporated Corporate Boundary, thence Proceed West on Turf Dr, thence Proceed Southwest on Spencer Ln, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed South on Chalkville Manor Dr, thence Proceed West on Chalkville School Rd, thence Proceed Southwest on Reed Rd NE, thence Proceed Southeast on Polly Reed Rd, thence Proceed Southeast on Polly Reed Rd NE, thence Proceed East on Polly Reed Rd, thence Proceed Southwest on Old Springville Rd, thence Proceed West on Earline St, thence Proceed West on Earline Cir, thence Proceed Northwest on Center Point/Unincorporated Corporate Boundary, thence Proceed Northeast on Five Mile Creek, thence Proceed Northwest on Birmingham/Unincorporated Corporate Boundary, thence Proceed North on E Haven Dr, thence Proceed West on Argonne Dr, thence Proceed Southwest on Center Point/Unincorporated Corporate Boundary, thence Proceed South on Bobolink Ln NE, thence Proceed Southwest on Birmingham/Unincorporated Corporate Boundary, thence Proceed West on E Haven Dr, thence Proceed North on Lake Ln NE, thence Proceed West on Lake Drive Cir NE, thence Proceed Northwest on Birmingham/Unincorporated Corporate Boundary, thence Proceed Northwest on Lake Drive Cir NE, thence Proceed Southwest on Lake Dr NE, thence Proceed North on Center Point Pkwy, thence Proceed Northwest on 1st St NW, thence Proceed Southwest on Huffman Rd, thence Proceed West on 16th Ave NW, thence Proceed North on 6th St NW, thence Proceed Northwest on Center Point/Birmingham Corporate Boundary, thence Proceed North on 6th Pl NW, thence Proceed West on Center Point/Birmingham Corporate Boundary, thence Proceed West on Center Point/Unincorporated Corporate Boundary, thence Proceed Northwest on Center Point/Birmingham Corporate Boundary, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed Northeast on Marlin Springs Rd, thence Proceed Northwest on Carson Rd, thence Proceed Southwest on Sun Valley Rd, thence Proceed West on 2010 Census Block Boundary, thence Proceed Southwest on Birmingham/Unincorporated Corporate Boundary, thence Proceed Southwest on Sun Valley Rd, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed Northeast on Sunhill Rd NW, thence Proceed Northwest on Birmingham/Unincorporated Corporate Boundary, thence Proceed Northeast on Pinson Valley Pkwy, thence Proceed Northwest on Carson Rd, thence Proceed Southwest on Carson Rd N, thence Proceed Southwest on Fultondale/Unincorporated Corporate Boundary, thence Proceed Southeast on Chenoor Rd, thence Proceed Southeast on Pawnee Village Rd, thence Proceed Southeast on Pawnee Rd, thence Proceed Southwest on Pinson Valley Pkwy, thence Proceed Southeast on Lawson Rd, thence Proceed Southeast on South ROW of Lawson Rd, thence Proceed Southwest on Birmingham/Unincorporated Corporate Boundary, thence Proceed Southwest on Tarrant/Birmingham Corporate Boundary, thence Proceed South on Short St, thence Proceed Southwest on Non Visible Extension Of Short St, thence Proceed Southwest on 2010 Census Block Boundary, thence Proceed West on Tarrant/Birmingham Corporate Boundary, thence Proceed South on Van Houten St, thence Proceed Southwest on Burgin Ave, thence Proceed Northwest on Tarrant/Birmingham Corporate Boundary, thence Proceed North on Westley St, thence Proceed West on Tarrant/Birmingham Corporate Boundary, thence Proceed South on Bristol St N, thence Proceed West on 41st Aly, thence Proceed Southwest on Jefferson Blvd, thence Proceed Southwest on 2010 Census Block Boundary, thence Proceed North on Louisville and Nashville RR, thence Proceed East on Main St, thence Proceed Northeast on Pinson St, thence Proceed Northeast on Water St, thence Proceed Northeast on Vanderbilt Rd, thence Proceed Northwest on Seaboard Rd, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed North on Cedar Aly, thence Proceed West on Cedar St, thence Proceed West on Huntsville Rd N, thence Proceed Northwest on Birmingham/Unincorporated Corporate Boundary, thence Proceed West on Fultondale/Birmingham Corporate Boundary, thence Proceed Northeast on 2010 Census Block Boundary, thence Proceed Northwest on 57th Ave N, thence Proceed Southwest on Access Rd, thence Proceed North on Decatur Hwy, thence Proceed North on 2010 Census Block Boundary, thence Proceed Northwest on Five Mile Creek, thence Proceed Southwest on 2010 Census Block Boundary, thence Proceed Southwest on Five Mile Creek, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed Southeast on Five Mile Creek, thence Proceed Southwest on Fultondale/Unincorporated Corporate Boundary, thence Proceed West on Birmingham/Unincorporated Corporate Boundary, thence Proceed North on 2010 Census Block Boundary, thence Proceed North on Birmingham/Unincorporated Corporate Boundary, thence Proceed Northwest on Five Mile Creek, thence Proceed Northwest on Coalburg Rd, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed Northwest on Coalburg Rd, thence Proceed North on

Fieldstown Rd, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed Northeast on Seaboard System RR, thence Proceed West on Jew Hollow Rd, thence Proceed Northeast on Powder Mill Rd, thence Proceed Northeast on Brookside/Unincorporated Corporate Boundary, thence Proceed Northeast on 2010 Census Block Boundary, thence Proceed Southeast on Newfound Creek, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed Southeast on Newfound Creek, thence Proceed North on Shady Grove Rd, thence Proceed Northeast on Mount Olive Rd, thence Proceed Northeast on Gardendale/Unincorporated Corporate Boundary, thence Proceed Northeast on 2010 Census Block Boundary, thence Proceed Northwest on Crooked Creek, thence Proceed Northeast on Mary Buckelew Pkwy, thence Proceed Northeast on I- 65, thence Proceed West on Gardendale/Unincorporated Corporate Boundary, thence Proceed Northwest on I- 65, thence Proceed Northwest on Locust Frk, thence Proceed Northeast on Thomas Creek, thence Proceed East on Jefferson County Boundary, thence Proceed East on Justice Rd, thence Proceed Southeast on Jefferson County Boundary, thence Proceed East on Jefferson Blount Co Line, thence Proceed East on Jefferson County Boundary, thence Proceed East on Pine Mountain Ln, thence Proceed Southwest on Jefferson County Boundary, thence Proceed Northeast on I- 20, Ending at the intersection of I-20 and Jefferson County Boundary.

Commission Plan 1 District 5:

Beginning at the intersection of Jefferson County Boundary and Parkway Dr, thence Proceed Southwest on Jefferson County Boundary, thence Proceed South on Jefferson County Boundary, thence Proceed Northwest on Private Dr, thence Proceed Northeast on John Hawkins Pkwy, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed North on Paradise Lake Cir, thence Proceed Northeast on Paradise Lake Rd, thence Proceed Northeast on Paradise Pkwy, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed Northeast on Paradise Lk, thence Proceed Northeast on 2010 Census Block Boundary, thence Proceed East on Paradise Lk, thence Proceed East on Hoover/Unincorporated Corporate Boundary, thence Proceed Northeast on 2010 Census Block Boundary, thence Proceed Northwest on Hurricane Br, thence Proceed Northeast on I-459, thence Proceed Northeast on 2010 Census Block Boundary, thence Proceed West on Paulette Dr, thence Proceed Northeast on Crayrich Dr, thence Proceed West on Charlotte Dr, thence Proceed North on Crayrich Dr, thence Proceed West on Patton Chapel Rd, thence Proceed North on Hoover/Unincorporated Corporate Boundary, thence Proceed North on 2010 Census Block Boundary, thence Proceed Northwest on Oriole Dr, thence Proceed North on 2010 Census Block Boundary, thence Proceed Northwest on Greenvale Rd, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed North on Deo Dara Dr, thence Proceed West on 2010 Census Block Boundary, thence Proceed West on Golf Dr, thence Proceed West on 2010 Census Block Boundary, thence Proceed Southwest on Redstart Ln, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed Southwest on Hawksbury Ln, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed Northeast on Shades Creek, thence Proceed North on Birmingham/Unincorporated Corporate Boundary, thence Proceed Northeast on Shannon Oxmoor Rd, thence Proceed Northeast on W Oxmoor Rd, thence Proceed Northeast on Lakeshore Pkwy, thence Proceed Northeast on W Lakeshore Dr, thence Proceed Northeast on Lakeshore Pkwy, thence Proceed Northwest on I-65 Ramp, thence Proceed Northwest on I-65, thence Proceed Northeast on Oxmoor Rd, thence Proceed Northeast on 2010 Census Block Boundary, thence Proceed Northeast on Valley Ridge Dr, thence Proceed Southeast on Gateway Dr, thence Proceed Northeast on Valley Ridge Dr, thence Proceed Northeast on Homewood/Birmingham Corporate Boundary, thence Proceed Southeast on Robert S Smith Dr, thence Proceed Northeast on Homewood/Birmingham Corporate Boundary, thence Proceed Northeast on 21st Ave S, thence Proceed Southwest on S Bridge Pkwy, thence Proceed Northeast on 2010 Census Block Boundary, thence Proceed Northeast on Mountain Brook/Birmingham Corporate Boundary, thence Proceed Northeast on Cahaba Rd, thence Proceed Northeast on Carlisle Rd, thence Proceed Southeast on Oxford Rd, thence Proceed Northeast on Mountain Brook/Birmingham Corporate Boundary, thence Proceed Northeast on Montclair Rd, thence Proceed Northeast on 2010 Census Block Boundary, thence Proceed Northeast on Montclair Rd, thence Proceed Southeast on I-20, thence Proceed South on 2010 Census Block Boundary, thence Proceed Southeast on I-20, thence Proceed East on I-20, thence Proceed Southwest on Shades Creek, thence Proceed Southeast on 2010 Census Block Boundary, thence Proceed East on Mountain Brook/Unincorporated Corporate Boundary, thence Proceed Northeast on Mountain Brook/Irondale Corporate Boundary, thence Proceed East on Mountain Brook/Irondale Corporate Boundary, thence Proceed South on Mountain Brook/Unincorporated Corporate Bound, thence Proceed Northeast on Old Leeds Rd, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed Northeast on Irondale/Unincorporated Corporate Boundary, thence Proceed Northeast on Mountain Brook/Irondale Corporate Boundary, thence Proceed Northeast on Irondale/Unincorporated Corporate Boundary, thence Proceed Northeast on Mountain Brook/Irondale Corporate Boundary, thence Proceed Northeast on Old Leeds Rd, thence Proceed Southeast on Karl Daly Rd, thence Proceed Southeast on Grants Mill Rd, thence Proceed Southeast on Cahaba River, thence Proceed Northwest on 2010 Census Block Boundary, thence Proceed Northeast on Cahaba River, thence Proceed South on Irondale/Birmingham Corporate Boundary, thence Proceed Northeast on Cahaba River, thence Proceed Southeast on I-20, thence Proceed Northeast on I-20, thence Proceed Southeast on Parkway Dr, thence Proceed Northeast on Parkway Dr, thence Proceed Southeast on Parkway Dr, thence Proceed Southeast on Parkway Dr, thence Proceed Northeast on Parkway Dr, thence Ending at the intersection of Parkway Dr and Jefferson County Boundary.

Plan 1 Precincts

PRECINCT: 1010

Our Lady of Lourdes Fam Life Ctr	980 Huffman Rd 35215
PRECINCT: 1020	
Tom Bradford Park	1701 Edwards Lake Rd 35235
PRECINCT: 1030	
LM Smith Middle School	1124 Five Mile Rd 35215
PRECINCT: 1040	
Daniel Payne Middle School	1500 Daniel Payne Dr 35214
PRECINCT: 1050	
Midfield Community Center	416 Woodward Rd 35228
PRECINCT: 1060	
Sun Valley Elementary School	1010 18th Ave NW 35215
PRECINCT: 1070	
Crestwood Community Educational Center	1220 50th St S 35222
PRECINCT: 1080	
Fairfield Fire Station #1	5231 Court B 35064
PRECINCT: 1090	
Forestdale Square	1242 Forestdale Blvd 35214
PRECINCT: 1100	
South Hampton Elementary School	565 Sheridan Rd 35214
PRECINCT: 1110	
Don Hawkins Park & Rec Ctr	8920 Roebuck Blvd 35206
PRECINCT: 1120	
Robinson Elementary School	8400 1st Ave S 35206
PRECINCT: 1130	
Martha Gaskins Middle School	200 Dalton Dr 35215
PRECINCT: 1140	
Birmingham Fire Station #12, Woodlawn	6449 1st Ave N 35212
PRECINCT: 1150	
Adamsville Church of God	4819 Main St 35005
PRECINCT: 1160	
Faith Chapel Christian Center	100 Lexington St 35224
PRECINCT: 1170	
Hudson Middle School	3300 F L Shuttlesworth Dr 35207
PRECINCT: 1180	
Barrett Elementary School	7601 Division Ave 35206
PRECINCT: 1190	
Inglenook Elementary School	4120 Inglenook St 35217
PRECINCT: 1200	
Norwood Community Center	1330 28th St N 35234
PRECINCT: 1210	
Glen Oaks Elementary School	1301 Highland Dr 35064
PRECINCT: 1220	
Willow Wood Rec Ctr	5312 Georgia Rd N 35212
PRECINCT: 1230	
New Rising Star Missionary Baptist Church	7401 London Ave Birmingham, AL
PRECINCT: 1240	
Mt. Pilgrim Baptist Church	6748 Grasselli Rd 35064
PRECINCT: 1250	
Hillview Fire Station #1	751 Heflin Ave E 35214
PRECINCT: 1260	
Calvary Resurrection Christian Church	8440 5th Ave N 35206
PRECINCT: 1270	

Hooper City Rec center	3901 4th St W 35207
PRECINCT: 1280	
Oliver Elementary School	6871 6th Ave S 35212
PRECINCT: 1290	
North Birmingham Recreation Center	3501 28th St N 35207
PRECINCT: 1300	
Wrights Chapel United Methodist Church	2122 32nd Ave N 35207
PRECINCT: 1310	
Birmingham Fire Station #29	1048 Lawson Rd 35217
PRECINCT: 1320	
Sandusky Comm Sr Citizens Pk	1241 Pratt Hwy 35214
PRECINCT: 1330	
Morton Simpson Community Center	4609 8th Ct N 35212
PRECINCT: 1340	
Mount Hebron Baptist Church	503 5th St Thomas 35214
PRECINCT: 1350	
CJ Donald Elementary School	715 Valley Rd 35064
PRECINCT: 1360	
North Avondale Public Library	501 43rd St N 35212
PRECINCT: 1370	
Lively Hope Baptist Church	905 Court T 35214
PRECINCT: 1380	
St. Mary Catholic Church	6101 Dr. Martin Luther King Dr
PRECINCT: 1390	
Lewis Elementary School	2015 26th Ave N 35234
PRECINCT: 1400	
Fairfield City Hall	4701 Gary Ave 35064
PRECINCT: 2010	
Legion Field Lobby Gate #7	400 Graymont Ave W 35204
PRECINCT: 2020	
Homewood Sr Center	816 Oak Grove Rd 35209
PRECINCT: 2030	
Highland Park Golf Course	3300 Highland Ave S
PRECINCT: 2040	
Ensley Park Recreation Center	2800 Avenue K 35218
PRECINCT: 2050	
Harrison Park Recreation Center	901 17th St SW 35211
PRECINCT: 2060	
Charles Brown Elementary	4811 Court J 35208
PRECINCT: 2070	
Central Park Recreation Center	4700 Terrace Q 35208
PRECINCT: 2080	
Ramsay Alternative High School	1800 13th Ave S 35205
PRECINCT: 2090	
Center Street Middle School	1832 Center Way S 35205
PRECINCT: 2100	
Memorial Recreation Center	524 6th Ave S 35205
PRECINCT: 2110	
Southside Homes Comm Center	2501 Clarendon Ave 35020
PRECINCT: 2120	
Dunbar-Abrams Comm Ctr	2715 6th Ave N 35020
PRECINCT: 2130	

Minor Elementary	2425 Ave S 35218
PRECINCT: 2140	
New Beginning Church of the Living God	5115 5th St N 35020
PRECINCT: 2150	
Brighton Sr Citizens Bldg	4100 Main St 35020
PRECINCT: 2160	
Jefferson County Courthouse Lobby	716 Richard Arrington Blvd 352
PRECINCT: 2170	
Hemphill School Recreation Building	714 12th St SW 35211
PRECINCT: 2180	
Avondale Public Library	509 40th St S 35222
PRECINCT: 2190	
Wiggins Library & Recreation Center	3301 Jefferson Ave SW 35211
PRECINCT: 2200	
Central Park Elementary School	4915 Avenue Q 35208
PRECINCT: 2210	
Jonesboro Elementary School	125 Owen Ave 35020
PRECINCT: 2220	
Glen Iris Elementary School	1115 11th St S 35205
PRECINCT: 2230	
Avondale Elementary School	4000 8th Ct S 35222
PRECINCT: 2240	
Fire Department Administrative Building	1101 2nd Ave N 35020
PRECINCT: 2250	
Jackson Elementary School	1401 16th Way SW 35211
PRECINCT: 2260	
Wilkerson Middle School	116 11th Ct W 35204
PRECINCT: 2270	
Mount Zion Missionary Baptist Church	3428 Maple Avenue SW 35221
PRECINCT: 2280	
West End Academy	1840 Pearson Avet SW 35211
PRECINCT: 2290	
East Ensley Public Library	900 14th St Ensley 35218
PRECINCT: 2300	
Bush Hill Academy	901 16th St W 35208
PRECINCT: 2310	
Mt. Zion Community Church	1600 19th Ave N 35204
PRECINCT: 2320	
Green Springs Ministry Center	2230 Green Springs Hwy 35205
PRECINCT: 2330	
Henry Crumpton Recreation Center	346 Gloria Rd SW 35211
PRECINCT: 2340	
Thompson Manor Community Center	1520 Exeter Ct 35020
PRECINCT: 2350	
Shady Grove Baptist Church	2581 Wenonah-Oxmoor Rd 35211
PRECINCT: 2360	
Bessemer City Hall	1800 3rd Ave N 35020
PRECINCT: 2370	
New Bethel Baptist Church	5208 54th St SW 35221
PRECINCT: 2380	
Five Points West Public Library	4815 Avenue W 35208
PRECINCT: 2390	

Roosevelt First Baptist Church PRECINCT: 2400	6012 Malcolm Ave 35228
Wenonah High School PRECINCT: 2410	3008 Wilson Rd SW 35211
Bryant Chapel AME Church PRECINCT: 2420	3125 Spaulding St SW 35221
Cooper Green Mercy Hospital PRECINCT: 2430	1515 6th Ave S
Southside Branch Public Library PRECINCT: 2440	1814 11th Ave S 35205
Southtown Housing Community Center PRECINCT: 3010	2501 University Blvd 35205
Hunter Street Baptist Church PRECINCT: 3020	2600 Highway 150 35244
Pleasant Hill Un Methodist Church PRECINCT: 3030	4809 Bell Hill Rd 35023
Pleasant Grove First Bapt Church PRECINCT: 3040	724 4th Street 35127
Prince of Peace Catholic Church PRECINCT: 3050	4600 Moss Creek Blvd 35226
Pleasant Ridge Baptist Church PRECINCT: 3060	1343 Hueytown Rd 35023
Bessemer Civic Center PRECINCT: 3070	1130 9th Ave SW 35020
Mt Olive Comm. Center PRECINCT: 3080	2684 Mount Olive Rd
Morgan Rd United Methodist Church PRECINCT: 3090	2701 Morgan Rd SE 35022
Brooklane Community Center PRECINCT: 3100	2501 Brooklane Dr 35023
Bagley Junior High School PRECINCT: 3110	8581 Tate Mill Rd 35062
Oakmont Presbyterian Church PRECINCT: 3120	1817 Patton Chapel Rd 35226
Adamsville Baptist Church PRECINCT: 3130	3601 Main St 35005
Shades Crest Baptist Church PRECINCT: 3140	452 Park Ave 35226
Valley Creek Baptist Church PRECINCT: 3150	3253 Virginia Dr 35023
Union Hill Baptist Church PRECINCT: 3160	7049 Taylors Ferry Rd 35023
Ross Bridge Welcome Center PRECINCT: 3170	2101 Grand Ave 35226
Alliance Comm. Center PRECINCT: 3180	1221 Alliance Rd 35023
Corner School PRECINCT: 3190	10005 Corner School Rd 35180
New Bethlehem Baptist Church PRECINCT: 3200	1432 Mills Street Dolomite 350
Maurice L West Community Center PRECINCT: 3210	171 2nd St SW 35073

Minor Fire Station	1135 Broad St 35224
PRECINCT: 3220	
Oak Grove First Baptist Church	9161 Camp Oliver Rd 35023
PRECINCT: 3230	
Grant Street Baptist Church	724 Grant St 35020
PRECINCT: 3240	
Sylvan Springs 1st United Methodist Church	5524 Birmingham Rd 35118
PRECINCT: 3250	
Bessemer Fire Station #5	1715 Long 12th St 35020
PRECINCT: 3260	
Masonic Lodge West Jefferson	4810 Freewill Dr 35130
PRECINCT: 3270	
Muscoda Community Center	413 Morgan Rd 35023
PRECINCT: 3280	
Brookside Comm. Center	2750 Municipal Ln
PRECINCT: 3290	
Mulga Town Hall	505 Mulga Loop Rd 35118
PRECINCT: 3300	
Johns Community Center	7800 Church St 35006
PRECINCT: 3310	
Parkwood Church Of God	1975 Highway 150
PRECINCT: 3320	
Maytown Baptist Church	4679 Birmingham Rd 35005
PRECINCT: 3330	
Booker Heights Development Corporation	5100 Main St 35118
PRECINCT: 4010	
Gardendale Civic Center	857 Main St 35071
PRECINCT: 4020	
Trussville First Baptist Church	128 N Chalkville Rd 35173
PRECINCT: 4030	
Center Point First Baptist Church	1945 Center Point Pkwy 35215
PRECINCT: 4040	
Trussville City Hall	131 Main St 35173
PRECINCT: 4050	
Clay Community Center	6411 Clay Palmerdale Rd 35126
PRECINCT: 4060	
Hilldale Baptist Church	533 Sunhill Rd 35215
PRECINCT: 4070	
Tarrant City Hall	1604 Pinson Valley Pkwy 35217
PRECINCT: 4080	
North Park Baptist Church	5700 Deerfoot Pkwy 35173
PRECINCT: 4090	
Fultondale First Baptist Church	409 Main St 35068
PRECINCT: 4100	
Mountain View Baptist Church	5568 Chalkville Rd 35235
PRECINCT: 4110	
Pinson United Methodist Church	4507 Bud Holmes Rd 35126
PRECINCT: 4120	
Clearview Baptist Church	5271 Old Springville Rd 35215
PRECINCT: 4130	
Warrior City Hall	215 Main St 35180
PRECINCT: 4140	

Leeds Civic Center	1000 Park Dr 35094
PRECINCT: 4150	
Palmerdale United Methodist Church	7776 Highway 75 35126
PRECINCT: 4160	
Center Point First U M C	2129 Center Point Pkwy 35215
PRECINCT: 4170	
Kimberly Town Hall	9256 Stouts Rd 35091
PRECINCT: 4180	
Bradford Sanctuary of Praise	8294 Bradford Rd 35126
PRECINCT: 4190	
Zamora Temple	3521 Ratliff Rd
PRECINCT: 4200	
Fultondale Senior Citizens Building	900 Rowe Dr 35068
PRECINCT: 4210	
Morris Senior Citizens Center	601 Morris Majestic Rd, Morris
PRECINCT: 4220	
Irondale Senior Citizens Bldg	5313 Beacon Dr 35210
PRECINCT: 4230	
Birmingham Fire Station #31	2478 Alton Rd 35210
PRECINCT: 4240	
Irondale City Hall	101 20th St S 35210
PRECINCT: 4250	
Trafford City Hall	9239 E Commercial Ave 35172
PRECINCT: 5010	
Hoover Park & Rec. Center	600 Municipal Dr 35216
PRECINCT: 5020	
Vestavia Hills United Methodist Church	2061 Kentucky Ave 35216
PRECINCT: 5030	
Saint Marks United Methodist Church	2901 Columbiana Rd 35216
PRECINCT: 5040	
Lakeside Baptist Church	2865 Old Rocky Ridge Rd
PRECINCT: 5050	
Homewood Public Library	1721 Oxmoor Rd 35209
PRECINCT: 5060	
Saint Peter the Apostle Catholic Church	2061 Patton Chapel Rd 35216
PRECINCT: 5070	
New Merkle Cahaba Heights Center	4401 Dolly Ridge Rd 35243
PRECINCT: 5080	
Brookwood Baptist Church	3449 Overton Rd 35223
PRECINCT: 5090	
Leeds First United Methodist Family Life	1189 6th St 35094
PRECINCT: 5100	
Bluff Park United Methodist Church	733 Valley St 35226
PRECINCT: 5110	
Mountain Brook City Hall	56 Church St 35213
PRECINCT: 5120	
Horizon Church	2345 Montgomery Hwy 35216
PRECINCT: 5130	
Mountain Brook Fire Station #2	3785 Locksley Dr 35223
PRECINCT: 5140	
Liberty Park Baptist Church	12001 Liberty Parkway 35242
PRECINCT: 5150	

McElwain Baptist Church	4405 Montevallo Rd 35213
PRECINCT: 5160	
Saint Thomas Episcopal Church	2870 Acton Rd 35243
PRECINCT: 5170	
Edgewood Elementary School	901 College Ave 35209
PRECINCT: 5180	
Saint Luke's Episcopal Church	3736 Montrose Rd 35213
PRECINCT: 5190	
Cherokee Bend Elementary School	4400 Fair Oaks Dr 35223
PRECINCT: 5200	
Mountaintop Community Church	225 Centerview Dr 35216
PRECINCT: 5210	
Homewood Exceptional Foundation	1616 Oxmoor Rd 35209
PRECINCT: 5220	
Town Village Vestavia Hills	2385 Dolly Ridge Rd 35243
PRECINCT: 5230	
Hoover Public Library	200 Municipal Dr 35216
PRECINCT: 5240	
Shades Cahaba Elementary School	3001 Montgomery Hwy 35209
PRECINCT: 5250	
Church of the Highlands	5901 Overton Rd 35210
PRECINCT: 5260	
Mountain Brook Elementary School	3020 Cambridge Rd 35223
PRECINCT: 5270	
Election Systems & Software	252 Oxmoor Ct 35209
PRECINCT: 5280	
Birmingham Botanical Gardens	2612 Lane Park Rd 35213
PRECINCT: 5290	
Afton Lee Community Center	1828 25th Ct S 35209

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

Feb-14-2013-94

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Sam Parker to serve on the Rocky Ridge Board of Trustees for a five-year term 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.

Feb-14-2013-95

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby approve and authorize execution of forms for assignment of the provision of flexible benefit plan administrative services between Jefferson County, Alabama and Chappelle Consulting Group to their third party provider, Eflexgroup.

January 22, 2013

CHAPPELLE CONSULTING GROUP
 Innovation / Performance / Solutions
 CHAPPELLEBENEFITS.COM

Mr. Tony Petelos
Chief Executive Officer
716 Richard Arrington, Jr. Blvd. N.
Birmingham, Alabama 35203

Dear Mr. Petelos:

In reference to Jefferson County contract ID: CON-00001189 with Chappelle Consulting Group for the provision of flexible benefit plan administration services, Chappelle Consulting Group seeks written approval from the Jefferson County Commission to allow our partner, Eflexgroup to serve as a third party administrator with us for the flexible benefit plan.

Article 8, number 5 of the contract states the following:

Assignment: No portion of the proposal or resulting project may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize Chappelle Consulting Group to subcontract (assign) any portion of this contract, Chappelle Consulting Group will maintain the ultimate legal responsibility for all services in accordance With contract specifications. In the event of a subcontract, Chappelle Consulting Group must maintain 8 continuous effective business relationship with the subcontractors) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications due to nonperformance.

Chappelle Consulting Group agrees to these terms and will still serve as the provider for all services in accordance with contract specifications.

By signing below, Jefferson County Commission approves the assignment of said services to Chappelle Consulting Group's third party provider.

Chappelle Consulting Group

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.

Feb-14-2013-96

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Glicksman Consulting to provide actuarial review of the County's self-insurance program in an amount not to exceed \$3,250.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 17th day of January, by and between Jefferson County, Alabama, hereinafter called "the County", and Glicksman Consulting, hereinafter called "the Contractor". The effective date of this agreement shall be January 17, 2013.

WHEREAS, the County desires to contract for actuarial analysis services for the Human Resources Department, hereinafter called "Human Resources"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No. 180-12 dated August 31, 2012, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by Human Resources. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:
 - Provide analysis to update the County's self-insured program
 - Provide actuarial analysis to update the County's expected costs for workers' compensation, general liability and auto liability claims
 - Issue a Statement of Opinion to the Director of the Human Resources Department and to the State of Alabama Department of Industrial Relations with the results of the analysis

The Director of Human Resources will initiate a request for other optional services as offered in the Contractor's response to the above referenced RFP as needed. Pricing will be negotiated separately from the price as referenced in Article 4 and executed in accordance with Article 13 of this agreement based on the needs of the County.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional

actuarial services to Human Resources at any time after the effective date of this Contract. The completion date of all services under this Contract is January 16, 2014. However, the Contract may be extended, 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 compensated for services rendered up to a maximum charge of \$3,250.00 for completion of actuarial analysis.

Optional Fees: \$1500 - Onsite presentation, including travel expenses

\$175 per hour - Mr. Glicksman Consulting fees (beyond the two hours per year)

\$75 per hour - Mr. Mariani Consulting fees (beyond the two hours per year)

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

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

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

8. NON-DISCRIMINATION POLICY: The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability.

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

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

11. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

12. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

14. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation

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

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

16. 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.

17. 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.

18. 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 re-adjustment of its debts under the protection of the federal bankruptcy. While it is in chapter 9, the County will continue to operate its buss and affairs in the ordinary course. Maintaining business dips 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 wades greatly the support that our vendors and suppliers have provided us over the years, and will continue th provide during this time of restructuring.

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

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

CONTRACTOR:
Steven Glicksman, President
Glicksman Consulting

JEFFERSON COUNTY, ALABAMA
W.D. Carrington, President
Jefferson County Commission

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

Feb-14-2013-97

WHEREAS, the Jefferson County Commission (the "Commission") previously exercised its discretionary authority to establish (1) a Jefferson County Retiree Group Preferred Medical Doctor Health Care Plan (the "Retiree PMD Health Plan's") and (2) a Jefferson County Active Employee Group Preferred Provider Organization Health Care Plan (the "Active: Employee PPO Health Plan") to provide group

hospital, physician, major medical, and prescription drug benefits for certain eligible retirees, employees and their eligible family members; and

WHEREAS, both plans are self-insured by the County and are administered by Blue Cross Blue Shield of Alabama ("BCBS"); and

WHEREAS, BCBS has informed the County that it will no longer administer PMD plans (such as the Retiree PMD Health Plan) which means that continuation of such a PMD plan will cause the cost of coverage to increase as such coverage will now be considered out of network; and

WHEREAS, BCBS (a) recommends consolidating retirees into the Active Employee PPO Health Plan and (b) advises that such consolidation will be cost-neutral to the County; and

WHEREAS, the Commission desires to implement the recommendation of BCBS.

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

1. Termination of the Retiree Health Plan The Retiree PMD Health Plan shall be terminated, upon consolidation of retirees into the Active Employee PPO Health Plan.
2. Eligible Retiree Coverage. Retirees previously participating in the Retiree PMD Health Plan shall be moved from such plan to the Active Employee PPO Health Plan on or before March 1, 2013.
3. Summary Plan Description. The Summary Plan Description for the Active Employee PPO Health Plan shall be amended as needed to reflect the addition of the retirees to the Active Employee PPO Health Plan and to reflect a change in the name of the plan from the "Jefferson County Active Employee Group Health Care Plan" to the "Jefferson County Group Health Care Plan".
4. Change Form. The President is authorized and directed to execute the Change Form provided by BCBS set out below.
5. Notice to Retirees. The County Manager shall cause notice to be provided to the retirees of the plan consolidation.
6. Severability. The foregoing terms and provisions hereof are severable; accordingly, the invalidity or unenforceability of any such term or provision shall not affect the other terms or provisions hereof, and any invalid or unenforceable terms) or provision(s) shall be treated as though they have been omitted.

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

Feb-14-2013-98

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 between Jefferson County, Alabama and Infor (U.S.), Inc., successor-in-interest to Infor Global Solutions (Michigan), Inc. to provide consulting services for Info EAM computerized maintenance management system software in the amount of \$2,849.94.

CONTRACT NO.: 4717

Contract Amendment 1

Amendment One to Contract #3547, entitled Services Work Order, between Jefferson County, Alabama ("County"), and Infor (U.S.), Inc., successor-in-interest to Infor Global Solutions (Michigan), Inc. ("Infor") executed by Infor on January 31, 2012, and County on March 13, 2012, to provide "Consulting Services for Infor EAM Computerized Maintenance Management System Software".

WITNESSETH:

WHEREAS, the County desires to amend the Contract for additional work performed; and

WHEREAS, Infor wishes to amend the Contract for payment for services rendered.

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 March 13, 2012, and recorded in the MB 163, Page 35, is hereby amended as follows:

COMPENSATION: \$2849.94 (Two Thousand Eight Hundred Forty-Nine Dollars and Ninety-Four Cents)

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

INFOR (U.S.), 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.

Feb-14-2013-99

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Troy Systems Integration Group to provide engineering services for wastewater treatment plants in the amount of \$45,000.

AGREEMENT

To Provide Professional Engineering Services For The Jefferson County Environmental Services Wastewater Treatment Plants

This AGREEMENT made this ____ day of _____, 2012, by and between Jefferson County, Alabama as Party of the First Part, hereinafter referred to as the "OWNER", and Troy Systems Integration group (TSIG), as party of the second part, hereinafter referred to as the "CONSULTANT".

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the OWNER for the consideration hereinafter mentioned, with payment to be administered by the OWNER, to accomplish the consulting and programming services for the control systems on a as needed basis at the Jefferson County Environmental Services wastewater treatment plants.

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

ARTICLE I - SCOPE OF WORK

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

SECTION 1 - OBLIGATION OF CONSULTANT TO THE OWNER

Under this AGREEMENT, the CONSULTANT will provide the following professional services:

Task 1: Village Creek WWTP Dewatering Building Pump Control Modifications

TSIG shall provide the services of a TSIG Senior Systems Engineer/Designer to develop and implement the following:

- Provide and install PLC programming to include a "No Flow" cutoff into the control logic for each of the Dewatering Sludge Feed and Dewatering Polymer Feed pumps. (Total of eight). The PLC programming will include an adjustable delay timer and flow set point. IF the "No Flow" condition exists for more than the delay timer set point then the PLC programming will annunciate the "No Flow" condition via a SCADA alarm and stop the pump immediately.

Task 2: Village Creek WWTP Thickening Centrifuge Decommissioning

TSIG shall provide the services of a TSIG Senior Systems Engineer/Designer to develop and implement the following:

Modbus Plus Peer-Cop Analysis

- TSIG will remove all network data that was originally connected to the three Thickening centrifuges from other panels in the building. A complete analysis of the "peer-cop" layout will be necessary before deleting network data concerning the three decommissioned thickening centrifuges. This analysis will be submitted to the owner as documentation for troubleshooting or future network projects.

PLC Code Analysis

- TSIG will remove the Thickening centrifuge code and IO from PLC-13 (Main), PLC-Dig F, PLC-1 (MCC 23-1) and PLC-3 (MCC 23-3). As seen from the list of PLC above, this is a highly distributed control system. A complete analysis of the code base concerning all PLC is necessary to account for the interlocks between systems.
- TSIG may recommend decommissioning PLC-1 entirely based on the code analysis. This will eliminate an additional PLC in the system simplifying troubleshooting and saving maintenance cost.
- TSIG will determine if interlocks with the Thickening system exist in Digester F, G or H programming. Any interlocks will be discussed with the county to determine the best course of action before changing the program.
- TSIG will NOT eliminate the Thickening Flow to the Dewatering Building. The operators make use of this data for all operations.

Task 3: Village Creek WWTP Dewatering Liquid Polymer Mixing System #2

TSIG shall provide the services of a TSIG Senior Systems Engineer/Designer to develop and implement the following:

Relocation of the Polymer Mixing System #2 controls to the adjacent PLC-Truck panel and repurpose the Truck Hopper Milltronic Ultrasonic electronics for use in the Polymer Mixer and Age tanks.

- Provide AutoCAD drawings detailing all field wiring connections and the new mixer motor starter panel.
- Provide PLC Peer-cop additions to satisfy the overall system interlocks.

- Provide programming to make the polymer system operate according to the original polymer liquid mixing process.
- Provide programming to clean up the Exor panel front touch panel by deleting unused functionality.
- Provide programming to add the Polymer Mixing process to the Exor panel front touch panel to allow for local control and maintenance.
- Ensure the water supply pressure switch interlock is added to the PLC-Truck I/O and program.
- Add the variable Polymer Feed Ratio adjustment to the program according to formulas provided by Hazen and Sawyer.
- Provide programming to add the Polymer Mixing process to the Exor panel front touch panel to allow for local control and maintenance.
- Retune the PID loop for the polymer pump that was changed to a rotary lobe type pump.
- Add programming to shut off bulk polymer transfer pumps in the event of a low level in the bulk polymer tanks.

Task 4: Village Creek WWTP Dewatering SCADA Modifications

TSIG will provide all SCADA database and page changes to remove the Thickening System modify the Polymer System and add interlock operator detail screens for the Dewatering Centrifuges.

In the execution of the above tasks (1-4), a TSIG Senior Systems Engineer/Designer shall direct TSIG staff to perform AutoCAD drawings, low-level EXOR display modifications, and SCADA database and display page modifications.

SECTION 2 - OBLIGATION OF THE OWNER TO THE CONSULTANT

It is understood that the OWNER will:

1. Assist the CONSULTANT by placing at their disposal all available information pertinent to the site of the project(s), including previous drawings and any other data relative to the condition of the site.
2. Designate a project manager to coordinate CONSULTANT's work and to assist as OWNER's representative with respect to the work to be performed under this AGREEMENT.
3. Provide access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform its work under this AGREEMENT.
4. Examine drawings, specifications, opinions of probable cost of construction, proposals, and other documents presented by the CONSULTANT, and shall render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
5. Give prompt written notice to the CONSULTANT whenever the OWNER observes, or otherwise becomes aware of, any defect in the performance of engineering services.
6. Eliminate the Smart Box control panel from each of the Sludge Feed and Polymer Feed pumps. (Total of eight)
7. Provide and install a new high pressure control panel to each of the Sludge Feed and Polymer Feed pumps. (Total of eight)
8. Provide the High Pressure Cutoff signal wiring for the Sludge Feed and Polymer feed pumps to the PLC input card. (Total of eight)
9. Mount/set the new Polymer Mixer motor starter panel.
10. Provide all wiring into and out of the mixer motor starter and PLC-Truck panel.
11. Terminate wiring on the field terminal blocks in the mixer motor starter and PLC-Truck panel.
12. Remove and relocate two Milltronics Ultrasonic level transducers from the truck hoppers to the Polymer System #2 mixing and age tanks.
13. Pull and terminate wiring for Milltronics Ultrasonic level transducers to the PLC-Truck panel.
14. Provide 1-inch stainless steel pipe mount and float switches for the following:
 - Mixing Tank Low Level.
 - Mixing Tank High Level.
 - Age Tank Low Level.
 - Age Tank High Level.
15. Provide personnel to assist TSIG perform the initial point-to-point and startup.
16. Provide and install two (2) low level cut off sensors on the bulk polymer tanks and wire back to PLC-Truck.

SECTION 3 - CONFERENCES AND VISITS TO SITE

- A. Conferences will be held at the request of either the OWNER or the CONSULTANT to discuss matters pertinent to any phase of this project.
- B. Request for visits to the site may be made by the OWNER or by the CONSULTANT in conjunction with any other party or parties.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

- A. The CONSULTANT agrees to commence performance of services outlined under Article I of this AGREEMENT within ten (10) days after receipt of written notice from the OWNER to proceed. The OWNER will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.
- B. The services to be provided shall be completed in accordance with the following schedule:

1. Contract time shall begin on the date of issue of the Notice to Proceed. The scope of work as outlined shall be completed within one hundred and twenty (120) days from the issue date of the Notice to Proceed.

C. In case the OWNER should deem it to be advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted, in accordance with Article IV, Section 1.

D. The Contract shall remain in full effect until completion of the Scope of Work and acceptance of final payment by the CONSULTANT, up to the maximum term allowed by law.

ARTICLE III - PAYMENT

SECTION 1

For services performed by the CONSULTANT under this AGREEMENT, and as full and complete compensation therefore, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise provided herein, and subject to and in conformity with all provisions of this AGREEMENT, the OWNER will pay the CONSULTANT as follows:

For the work contemplated under Article I, Section 1, compensation shall be computed on the basis of the attached "Schedule of Rates and Fees". The contract shall have a total contract amount not to exceed forty-five thousand dollars (\$45,000). This contract amount shall not be exceeded except by a formal amendment to this agreement.

Payment shall be made, not more than once monthly, in amounts evidenced by the submittal of vouchers and invoices by the CONSULTANT to the OWNER and along with other evidence of performance as the OWNER may deem necessary. The OWNER shall pay the CONSULTANT within thirty (30) calendar days of receipt of the CONSULTANT's payment request by the County Finance Department.

SECTION 2

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

ARTICLE IV - MISCELLANEOUS PROVISIONS

SECTION 1 - CHANGE OF WORK

If, during the term of this AGREEMENT, additional services are required of the CONSULTANT other than those specified above or major changes in the work become necessary or desirable, the OWNER may order, in writing, the CONSULTANT to perform such services or make such changes. If the CONSULTANT is of the opinion that the work he has been directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT shall within ten (10) days notify the OWNER in writing. In the event the OWNER determines that such work does constitute extra work, additional time for completion of contract may be given, and payment for the additional work shall be negotiated by Supplemental Agreement prior to work being undertaken by the CONSULTANT.

Likewise, during the term of this AGREEMENT any service specified may be deleted and/or reduced at the discretion of the OWNER. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice, and an equitable reduction in the CONSULTANT's fee will be made on a proportional basis.

SECTION 2 - OWNERSHIP OF ENGINEERING DOCUMENTS

Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the OWNER all documents and data pertaining to the work or to the project, which material shall become the property of the OWNER. All original drawings, specifications, and other engineering data furnished to the OWNER by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT.

SECTION 3 - CONSULTANT'S ENDORSEMENT

The CONSULTANT shall endorse the original title or cover sheet of all specifications and drawings required to be furnished by him under the terms of this AGREEMENT.

SECTION 4 - DELAYS AND EXTENSIONS

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

SECTION 5 - TERMINATION OR ABANDONMENT

A. The OWNER shall have the right to abandon or terminate this AGREEMENT or to amend this AGREEMENT at any time, and such action shall, in no event, be deemed a breach of contract.

B. The OWNER has the right to terminate this AGREEMENT at its sole discretion upon ten (10) days written notice to the CONSULTANT and make settlement with the CONSULTANT upon an equitable basis in accordance with the following. In determining the final

compensation to the CONSULTANT the OWNER shall apply the following:

1. No consideration will be given to profit which the CONSULTANT might have made on the uncompleted portion of the work.
2. If this AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the OWNER, establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payments previously made.
3. If this AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined by the OWNER, confirming all reimbursable costs incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

SECTION 6 – TERMINATION OF CONTRACT FOR BREACH

A. The Contract may be terminated by the COUNTY for CONSULTANT's breach of any substantive provision of the Contract including, but not limited to, any of the following reasons:

1. Substantial evidence and belief that the progress being made by the CONSULTANT is insufficient to complete the Work within the specified time.
2. Deliberate failure on the part of the CONSULTANT to proceed with the Work when so instructed by the COUNTY or to observe any requirement of these Specifications.
3. Failure on the part of the CONSULTANT to promptly make good any defects in the work that may be called to his attention by the COUNTY.
4. In case the CONSULTANT becomes insolvent or is declared bankrupt, or allows any final legal judgment to stand against him unsatisfied, or shall make an assignment for the benefit of his creditors.

E. Before the Contract is terminated, the CONSULTANT will first be notified in writing by the COUNTY of the conditions which make termination of the Contract imminent. Fifteen (15) days after notice is given, if no effective effort has been made by the CONSULTANT to correct the conditions for which complaint is made, the COUNTY may declare the Contract terminated and will notify the CONSULTANT accordingly.

F. Upon receipt of notice from the COUNTY that the Contract has been terminated, the CONSULTANT shall immediately discontinue all operations, safely secure all items of the Work, and remove his equipment. The COUNTY may then proceed with completion of the Work in any lawful manner that it may elect, until it is finally completed. When thus finally completed, the total cost of the Work (including all previous payments made to the CONSULTANT) will be computed and if this total cost is greater than the Contract price, the difference shall be paid to the COUNTY by the CONSULTANT.

SECTION 7 - DISPUTES

In any controversy concerning a question of fact in connection with the work covered by this AGREEMENT, or compensation therefor, the decision of the Director, Environmental Services Department, Jefferson County, Alabama, in the matter shall be final and conclusive for both parties.

SECTION 8 - RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

CONSULTANT agrees to indemnify, hold harmless and defend the OWNER and the Jefferson County Commission, Jefferson County Alabama, its elected officials, officers and employees (hereinafter referred to in this paragraph collectively as "OWNERS"), from and against any and all loss, expense or damage, including court cost and attorneys' fees, for liability claimed against or imposed upon the OWNERS because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, negligent acts, errors or omissions including engineering design even though such injuries, or death or damage to property is claimed to be due to the negligent acts, errors or omissions of the CONSULTANT, his subcontractors; the contractor, his subcontractors; the OWNER, its elected officials, officers or employees. Nothing contained in this paragraph should be construed to obligate CONSULTANT to indemnify the OWNERS for its own negligence, the negligence of its contractors, or subcontractors, or others.

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

Professional Liability	\$1,000,000 each claim
General Liability and Property Damage	\$300,000.00
Automobile and Truck Bodily Injury	

Liability and Property Damage

Liability Insurance	\$300,000.00
Workers Compensation	Statutory

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

SECTION 9 - GENERAL COMPLIANCE WITH LAWS

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

SECTION 10 - SUBLETTING, ASSIGNMENT OR TRANSFER

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

SECTION 11 - EMPLOYMENT OF COUNTY WORKERS

A. The CONSULTANT shall not engage, on full or part time or other basis, during the period of this AGREEMENT, any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employ of the COUNTY except regularly retired employees, without written consent of the OWNER.

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

C. No COUNTY official or employee of the COUNTY or the OWNER shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise therefrom, except the use of the facility being designed as enjoyed by the general public.

SECTION 12 - CONTROL

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

SECTION 13 - CONDITIONS AFFECTING WORK

A. The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope, and type of work hereunder, and the general and local conditions which can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the OWNER. The OWNER assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution by the OWNER as expressly stated herein. The CONSULTANT and Subcontractors are to maintain all books, documents, papers, accounting records and other evidences pertaining to cost incurred for this project, and to make such material available at all times during the contract period and for three (3) years from the date of final payment of OWNER Funds under the terms of this AGREEMENT, for review by the OWNER, or any authorized representative of the OWNER, and copies thereof shall be furnished if requested.

B. During the performance of this contract, the CONSULTANT for itself, its assignees and successors in interest, agrees as follows:

1. Non-discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity provision of Executive Order 11246 of September 24, 1965. The CONSULTANT must execute the EEO certification attached hereto as Exhibit B as required by Jefferson County Commission Administrative Order AO2008-4.

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

3. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the OWNER shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
- a. Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.

SECTION 14 - GOVERNING LAW/DISPUTE RESOLUTION

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

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

- A. The CONSULTANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of monies available, and no liability shall be incurred by the OWNER beyond the monies available for the purpose.
- B. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of the COUNTY or OWNER by reason hereof, and that he will not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to any officer or employee of the COUNTY, including, but not limited to workmen's compensation coverage, or retirement membership or credit.

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Troy Systems Integration Group, Inc. on the _____ day of _____, 2012, and the OWNER on the _____ day of _____, 2012.

Troy Systems integration Group
 Peggy Troy
 David Denard, Director
 Director of Environmental Services

Attest:
 Minute Clerk
 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.

 Feb-14-2013-100

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Alabama Somerby, LLC to allow encroachment within a County sanitary sewer easement at no cost to the County.

CONDITIONAL CONSENT TO ENCROACHMENT AND RELEASE OF DAMAGES

THIS AGREEMENT made as of the _____ day of _____, 20____, by and between JEFFERSON COUNTY, ALABAMA (the "County") and ALABAMA SOMERBY, LLC, a Delaware limited liability company (the "Owner").

R E C I T A L S:

Owner is the owner of real property being Brookdale Place at University Park located at 400 University Park Drive, Homewood, Alabama 35209, more particularly described as Lot 4-A, University Park – Central Tract Resurvey No. 4, recorded in Map Book 194, Page 5, in the Probate Office of Jefferson County, Alabama, Birmingham Division, which real property is subject to a 20' sanitary sewer easement (the "Easement") dedicated by the aforesaid plat. Owner has installed a Parking Canopy and Concrete Canopy Supports, Canvas Awning and Metal Supports, Electric Power Transformers with Concrete Pad, Oak Tree, Flag Pole and associated Light, 6 light poles and support footings, Storm Runoff inlets with Drainage pipes and Miscellaneous Irrigation Components over or adjacent to an existing sanitary sewer main (as shown on the "Exhibit Map of Sanitary Sewer Easement A Encroachments" and "Exhibit Map of Sanitary Sewer Easement B Encroachments", attached, and collectively, the "Improvements"), for the purpose of serving Brookdale Place at University Park. Owner and

County mutually desire to enter into this Agreement to address the encroachment of the Improvements within the Easement.

AGREEMENT

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

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

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

JEFFERSON COUNTY, ALABAMA
W. D. Carrington, President
ALABAMA SOMERBY, LLC,
A Delaware limited liability company
H. Todd Kaestner , Executive Vice 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.

Feb-14-2013-101

WHEREAS, Jefferson County, Alabama approved an agreement with the Alabama Department of Transportation (ALDOT) in the amount of \$50,086.67, on December 10, 2012, M.B. 164, Pages 179-183, to allow the County to be reimbursed for all costs to relocate sanitary sewers that are in conflict with ALDOT's Oporto-Madrid Boulevard road improvement project in the City of Birmingham, and

WHEREAS, the Alabama Department of Transportation (ALDOT), has subsequently revised the reimbursement agreement, and
WHEREAS, the current estimated expenses are \$50,086.67 and

WHEREAS, the Alabama Department of Transportation (ALDOT), has requested a corrected revised reimbursement agreement, and
WHEREAS, the corrections have been incorporated in a replacement agreement, to be executed by the Alabama Department of Transportation (ALDOT), and requires approval and execution by the Jefferson County Commission.

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

1. The Agreement of on December 10, 2012, M.B. 164, Pages 179-183, between Jefferson County Commission and the Alabama Department of Transportation (ALDOT), in the amount of \$50,086.67 is hereby withdrawn; and
2. The revised replacement agreement between Jefferson County Commission and the Alabama Department of Transom (ALDOT) (copy attached), in the amount of \$50,086.67 to allow the County to be reimbursed for all costs to relocate sanitary sewers that are in conflict with ALDOT's Oporto-Madrid Boulevard road improvement project in the City of Birmingham, is hereby approved and the President is authorized to execute the replacement agreement on behalf of Jefferson County, Alabama.

REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES
ON PRIVATE OR PUBLIC RIGHT-OF-WAY
WORK TO BE PERFORMED BY STATE CONTRACTOR
PROJECT NUMBER

Private Right-of-Way

Utilities HPP-1602(537)

Public Right-of-Way

Construction HPP-1602(537)

THIS AGREEMENT is entered into by and between the State of Alabama Department of Transportation acting by and through its Transportation Director, hereinafter referred to as the STATE, and Jefferson County Environmental Services Department, hereinafter referred to as the UTILITY.

WITNESSETH:

WHEREAS, the STATE proposes a project of certain highway improvements in Jefferson County, Alabama, said project being designated as Project No. HPP-1602(537) and consisting approximately of the following:

Grade, Drain, Base, and Pave of Oporto-Madrid Boulevard, Phase 4. Project consists of vertical grade change, drainage improvements, and widening; and

WHEREAS, the UTILITY is the owner of certain facilities located on private or public right-of-way, as applicable, at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the Transportation Director has determined that the relocation of the facilities hereinafter referred to is necessitated by the construction of said project and has requested or ordered, as applicable, the UTILITY to relocate same; and

WHEREAS, under the laws of Alabama, the STATE is required to compensate the UTILITY for all or part of such relocation;

NOW, THEREFORE, the parties hereto agree as follows:

1. The UTILITY, not being staffed or equipped to perform the relocation, requests that the relocation work be included in the STATE'S Highway Construction Contract. The relocation of the facilities will be accomplished in accordance with and as shown by the UTILITY'S reproducible mylar plans, specifications, and estimate transmitted herewith and are incorporated by reference herein as if fully set forth. The estimated cost of the "In-Kind" relocation including engineering is \$50,086.67.

a. The actual cost of relocation will not be reimbursed to the UTILITY but will be paid directly to the STATE'S contractor by the STATE as a part of its contract.

b. In the event a Consultant Engineer acceptable to the STATE is utilized by the UTILITY, the actual cost of the Engineer will be reimbursed by the STATE to the UTILITY. If the UTILITY, with approval of the STATE, designs the relocation work with company employees, the STATE will reimburse the UTILITY for the actual cost of the design. Payment for actual cost in either instance will be made upon receipt and verification of appropriate invoices from the UTILITY provided the actual cost is established by the records of the UTILITY when kept in accordance and in compliance with general accounting practices acceptable to the STATE and in compliance with Parts 30 and 31, Federal Acquisition Regulations.

The detailed cost estimate will be prepared on the State's Form U-10 or the UTILITY'S own form giving the same type of information. The estimated cost for Engineering required by the relocation of utility facilities is included in the total estimated cost of relocation set forth hereafter in this Agreement, and will be divided into three (3) phases: (a) Phase I - Concept; (b) Phase II - Design; and (c) Phase III - Construction. Each Phase of the Engineering work must be estimated and performed independently of the other. The three Engineering Phases will apply to work performed by UTILITY Engineering Personnel and/or Consultant Engineers. The UTILITY will not proceed with any additional Phase of the required engineering work until it has received written notification from the STATE approving the completion of the previous Phase and written instruction to proceed with the next Phase.

The STATE has the right to notify the UTILITY, in writing, to cease Engineering work at any time it deems necessary. If so notified, the UTILITY shall cause all work to cease within four (4) working days and will invoice the STATE for the reimbursable work completed to date.

The STATE'S share of the engineering charges shall be limited to the "in-kind" work only. c. This agreement includes betterment Yes No.

If the relocation plan contains betterment, the foregoing blank will be checked. Two (2) estimates will be required, an "in-kind" and

a "betterment" estimate. After opening of bids in accordance with 23 CFR Part 635 and applicable State law and prior to award of the STATE'S Contract, the STATE will invoice the UTILITY for the low-bid Contractor's price for the betterment items. This invoice will be paid by the Utility prior to contract award, or the "betterment" items will be deleted from the contract and it may be awarded without betterment. At the completion of the project, a final accounting will be held. At this time any funds due the UTILITY will be returned or if funds are due the STATE, the UTILITY will be sent a Final Invoice for the amount due and the UTILITY will promptly pay such amount to the STATE.

The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 C.F.R. Part 645. Excluding betterment costs, the total estimated cost of relocation, including Engineering is \$50,086.67. The total estimated cost including betterment is \$50,086.67.

If an adjustment for betterment is applicable, the STATE shall reimburse the UTILITY based on the percentage ratio of "in-kind" cost and "betterment" cost and being 100.00 percent of the total actual cost of relocation, as "in-kind", and the remaining 0.00 percent thereof shall be for the account of the UTILITY for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, then the STATE may recalculate the percentages at any time.

2. The UTILITY will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions are applicable hereto, for both installation and maintenance of such facilities. The Utility Manual is hereby incorporated by reference herein as if fully set forth.

3. The UTILITY will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. The manual is hereby incorporated by reference herein as if fully set forth.

4. The UTILITY will be notified by the STATE Project Engineer, twenty-four (24) hours in advance of the commencement of the facility adjustment by the STATE Contractor. The STATE Project Engineer shall have final authority in all matters affecting the work of the STATE'S Contractor. In the event the UTILITY has an Inspector on the project, the Inspector will not issue any instructions to the STATE'S Contractor. All instructions to the STATE'S Contractor with regard to the work provided for under this agreement will be issued by the STATE Project Engineer, after consultation with the UTILITY Inspector or Representative if found necessary by the STATE Project Engineer.

5. Code of Federal Regulations 23 C.F.R. Part 645 is hereby incorporated by reference herein as if fully set forth, and will be followed by the UTILITY as the provisions are applicable hereto.

6. The UTILITY will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.

7. Where the UTILITY has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest will be submitted to the STATE by the UTILITY for review and approval.

8. If the UTILITY is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the UTILITY will convey to the STATE by appropriate instrument the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

9. In the event the UTILITY is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

a. The cost of relocation will include reimbursement for acquisition of right-of-way by the UTILITY to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the UTILITY.

b. Reimbursement for future relocation of the UTILITY'S facilities will be in accordance with State law in effect at the time the relocation is made; provided, however, the UTILITY will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of-way if such future relocation is outside the highway right-of-way and the relocation is required by the STATE, and provided that the prior relocation from private right-of-way to public right-of-way was without compensation to the UTILITY for its compensable property interest in its private right-of-way.

10. The UTILITY is responsible, and will not hold the State of Alabama, the Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns responsible for any damages to private property, public utilities or the general public, caused by the conduct, (in accordance with Alabama and/or Federal law) of the UTILITY, its agents,

servants, employees or facilities.

11. By entering into this agreement, the UTILITY is not an agent of the State, its officers, employees, agents or assigns. The UTILITY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

12. In the event that a Utility - Consultant Engineering Agreement for this project is entered into between the UTILITY and a Consulting Engineer, the following provisions will apply:

a. The UTILITY has complied or will comply with and fulfill all obligations, requirements, notifications, and provisions of the Utility - Consultant Engineering Agreement executed for this project work which are for the benefit or protection of the STATE.

b. The UTILITY has obtained or will obtain all approvals and authorizations required by the STATE which are provided for in the Utility - Consultant Engineering Agreement.

c. No reimbursement payments will be due and none will be made by the STATE until the Utility - Consultant Engineering Agreement is complied with faithfully by the UTILITY and Consulting Engineer.

13. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the UTILITY provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

14. Paragraph 14 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

15. In the event any Federal Funds are utilized for this work, the following certification is made: The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U. S. C. Section 1352. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. Exhibit N is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

WITNESS:

RECOMMENDED FOR APPROVAL:

Division Engineer

Robert G. Lee

Utilities Engineer

APPROVED AS TO FORM:

Jim Ippolito, Jr. Chief Counsel,

Alabama Department of Transportation

STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

John R. Cooper

Transportation Director

The within and foregoing Agreement is hereby approved on this day of , 20 .

Robert Bentley

GOVERNOR STATE OF ALABAMA

Jefferson County Environmental Services

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.

JEFFERSON COUNTY COMMISSION
 Finance Department
 Unusual Demands
 2/14/2013

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	REIMBURSEMENT FOR PARKING AND KEY DEPOSIT	GEN SVCS: ADMIN	105.00	1900068070
DISTRICT 1	1000193	JEFFERSON CO TREASURER	GAS FOR CO VEHICLE AND STAMPS FOR REVENUE MAILOUT	GEN SVCS: ADMIN	114.21	1900068056
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR SEWER BILLING MAILOUT	GEN SVCS: ADMIN	7.20	1900068348
*DISTRICT 1					226.41	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	HYDRAULIC AIR JACK - KETONA	R&T: HWY MAINT-KETONA	119.99	1900068244
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FRAMING SUPPLIES FOR CERTIFICATE - KETONA	R&T: HWY MAINT-KETONA	53.00	1900068118
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL LICENSE FEES, VEHICLE TITLES, POSTAGE STAMPS	FLEET MGMT: ADMIN	97.50	1900068290
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TRIBACHS & PLANNER - HIGHWAY ENGINEERING	R&T: HWY ENG & CONSTR	132.97	1900068320
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL LICENSE RENEWAL, SPARY PAINT	R&T: HWY MAINT-KETONA	55.27	1900068402
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, PAINT SUPPLIES, WHEEL COVER, MYLAR	R&T: HWY MAINT-BES	132.98	1900068256
DISTRICT 2	1000193	JEFFERSON CO TREASURER	ALABAMA GRAPHICS - SCREW POSTS & EXTENTERS-HWY ENG	R&T: HWY ENG & CONSTR	10.60	1900068292
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PRIMER PAINT, CDL HAZMAT FEE, CDL RENEWAL KETONA	R&T: HWY MAINT-KETONA	129.26	1900068294
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL LICENSE FEES, HAZMAT FEES, CAULK, STAMPS	R&T: HWY MAINT-KETONA	159.50	1900068413
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH:COM DEV -TRAVEL REFUND (C. CALHOUN)	ECON DEV WORKFORCE INVE	24.91	1900068349
DISTRICT 2	1000917	E WAYNE SULLIVAN	TRAVEL REIMBURSEMENT FOR E. WAYNE SULLIVAN	R&T: ADMIN	97.86	1900068588
*DISTRICT 2					1,013.84	
DISTRICT 3	1000019	ALABAMA ASSOCIATION OF	13 QUALIFED STAFF PER ALDOR TAX PLAN	BD OF EQUAL - BHAM STATE	520.00	1900068246
DISTRICT 3	1000193	JEFFERSON CO TREASURER	DISINFECTING WIPES FOR JAIL EMPLOYEES	SHER CORRECT-BHAM	68.70	1900068242
DISTRICT 3	1000193	JEFFERSON CO TREASURER	25 USB CABLES - FORBES DISTRIBUTING CO B206988-01	BD OF EQUAL - BHAM STATE	144.00	1900068194
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-ENFORCEMENT EXAMINERS	REVENUE	188.34	1900068146
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH -PT CASE PHONE - CREE	INFO TECHNOLOGY	34.99	1900068408
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-RETURN TRAVEL- E. WOODIS 9/8/12-922/12 OH	REVENUE	23.35	1900068289
DISTRICT 3	1000892	APPRAISAL INSTITUTE	3 YEAR RENEWAL APP JOURNAL & VAL INSIGHT AND PERSP	BD OF EQUAL - BHAM STATE	205.00	1900068250
DISTRICT 3	1028404	ROBERT G. WATTS	RENEW REALTY RATES.COM 2013	BD OF EQUAL - BHAM STATE	198.00	1900068255
DISTRICT 3	1030848	JEFF CNTY DISTRICT ATTY'S	ALA SUP CT FILE FEE - 1120342	BD OF EQUAL - BHAM STATE	200.00	1900068252
*DISTRICT 3					1,582.38	
DISTRICT 4	1000032	ALABAMA MESSENGER	SUBSCRIPTION FOR FAMILY COURT	FC ADMINISTRATION	15.00	1900068419
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EOC ACTIVATION WINTER STORM WARNING 1/17/13	EMA	501.34	1900068243
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - POSTAGE & PUBLICATIONS	EMA	351.67	1900068114
DISTRICT 4	1002112	NAT CTR FOR STATE COURTS	2012-2013 MEMBERSHIP DUES FOR JEFF MCGEE	FC ADMINISTRATION	125.00	1900068411
DISTRICT 4	1003601	INTNL CODE COUNCIL	B. BULLOCH - BLDG. INSPECTOR CERTIFICATION RENEWAL	INSPECTION SERVICES	50.00	1900068238
DISTRICT 4	1003601	INTNL CODE COUNCIL	D. FREDERICK-BLDG. INSPECTOR CERTIFICATION RENEWAL	INSPECTION SERVICES	50.00	1900068239
DISTRICT 4	1003601	INTNL CODE COUNCIL	J. KENNEDY-BLDG. INSPECTOR CERTIFICATION RENEWAL	INSPECTION SERVICES	50.00	1900068240
DISTRICT 4	1003601	INTNL CODE COUNCIL	M. H. SMITH-BLDG. INSPECTOR CERTIFICATION RENEWAL	INSPECTION SERVICES	50.00	1900068241
DISTRICT 4	1029615	CYNTHIA SHOLANKE	SR GRANT REIMBURSEMENT - CYNTHIA SHOLANKE	EMA	4,000.00	1900068409
DISTRICT 4	1030474	PAMELA W COUSINS	SR GRANT REIMBURSEMENT - PAMELA COUSINS	EMA	3,255.00	1900068410
*DISTRICT 4					8,448.01	
DISTRICT 5	1000018	ALA STATE BAR FOUND	ALA STATE BAR LICENSE - PASCAL CAPUTO	COMMISSIONER, DISTRICT 5	345.00	1900068280
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GASOLINE:POWER SUPPLY;	ES: VILLAGE ELECT SHOP	375.95	1900067919
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COMPACT 4-TOOL KIT;	ES: VILLAGE ELECT SHOP	438.00	1900067922
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COMPACT 4-TOOL KIT;	ES: VILLAGE ELECT SHOP	438.00	1900067920
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COMPACT 4-TOOL KIT;	ES: VILLAGE ELECT SHOP	438.00	1900067921
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLAMP FOR WATER LINE	ES: LEEDS WWTP	79.93	1900068247
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHIPING,CABLE GUIDE,KEYS,TAPE	ES: VILLAGE MAINT SHOP	453.52	1900068065
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PVC, CABLE, PHONE, JARS	ES: TRUSSVILLE WWTP	220.90	1900068068
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COUPLINGS TO REPAIR BUSTED WATER LINES	ES: LEEDS WWTP	23.43	1900068140
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PVC GLUE FOR WATER LINE	ES: LEEDS WWTP	9.98	1900068141
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COUPLINGS FOR WATER LINE	ES: LEEDS WWTP	33.60	1900068144
DISTRICT 5	1000193	JEFFERSON CO TREASURER	NSPE MEMBERSHIP RENEWAL-CEDRIC HAYDEN	ES: SANITATION ADMIN	235.00	1900068117
DISTRICT 5	1000193	JEFFERSON CO TREASURER	22 DEGREE JOINT FOR PVC WATER LINE	ES: LEEDS WWTP	29.36	1900068145
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ASCE MEMBERSHIP RENEWAL-CEDRIC HAYDEN	ES: SANITATION ADMIN	240.00	1900068076
DISTRICT 5	1000193	JEFFERSON CO TREASURER	OVERLOADS FOR GRIT MOTOR	ES: CAHABA RIVER WWTP	44.58	1900068361
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REPAIR PARTS FOR BACK FLOW PREVENTER	ES: CAHABA RIVER WWTP	36.93	1900068362
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PLUMBING PARTS FOR NEW SAMPLE PUMP	ES: CAHABA RIVER WWTP	21.97	1900068404
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ELECTRICAL BOX	ES: CAHABA RIVER WWTP	6.75	1900068407
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CABLE TIES TAILLIGHT PVC PIPE BATTERY COUPLING	ES: VALLEY CREEK WWTP	523.19	1900068260
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CHAIN SAW CHAINS,TORCH HOSE,KEYS,RATCHET STRAPS,PL	ES: PKAGE WWTP & PUMP ST	202.32	1900068397
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ELECTRICAL CONNECTOR FOR SAMPLE PUMP	ES: CAHABA RIVER WWTP	2.94	1900068403
DISTRICT 5	1000193	JEFFERSON CO TREASURER	1/2" FITTING TO REPAIR SEAL WATER SYSTEM	ES: CAHABA RIVER WWTP	24.15	1900068406
DISTRICT 5	1020469	JERRY SMITH	ASSESSOR-JERRYSMITH-2012FIRELIEUTASSMNT	PER BD: TESTING	394.73	1900068078
DISTRICT 5	1020677	ABRAM PRUITT	ASSESSOR-ABRAMPRUITT-2012FIRECAPTAINASSMNT	PER BD: TESTING	125.00	1900068127
DISTRICT 5	1030652	JACK INGRAM	ASSESSOR-JACKINGRAM-2012FIRELIEUTASSMNT	PER BD: TESTING	190.80	1900068071
DISTRICT 5	1030653	BRENDA JOHNSON	ASSESSOR-BRENDAJOHNSON-2012FIRELIEUTASSMNT	PER BD: TESTING	175.00	1900068072
DISTRICT 5	1030654	PERCY JONES	ASSESSOR-PERCYJONES-2012FIRELIEUTASSMNT	PER BD: TESTING	331.55	1900068073
DISTRICT 5	1030655	DAVID KERNS	ASSESSOR-PERCYJONES-2012FIRELIEUTASSMNT	PER BD: TESTING	375.29	1900068074
DISTRICT 5	1030656	JON KLASSEN	ASSESSOR-JONKLASSEN-2012FIRELIEUTASSMNT	PER BD: TESTING	137.15	1900068075
DISTRICT 5	1030668	J CLAIR BALD WIN	ASSESSOR-BALDWINJCLAIR-2012FIRELIEUTASSMNT	PER BD: TESTING	155.38	1900068077
DISTRICT 5	1030669	TARA BRYANT	ASSESSOR-TARABRYANT-2012FIRECAPTAINASSMNT	PER BD: TESTING	249.74	1900068122
DISTRICT 5	1030670	SAMUEL CRAWFORD	ASSESSOR-SAMUELCRAWFORD-2012FIRECAPTAINASSMNT	PER BD: TESTING	287.00	1900068123
DISTRICT 5	1030671	KELTON ELLERBE	ASSESSOR-KELTONELLERBE-2012FIRECAPTAINASSMNT	PER BD: TESTING	475.33	1900068124
DISTRICT 5	1030672	RONALD FIFE	ASSESSOR-RONALDFIFE-2012FIRECAPTAINASSMNT	PER BD: TESTING	125.00	1900068125
DISTRICT 5	1030673	ROBERT LOPEZ	ASSESSOR-ROBERTLOPEZ-2012FIRECAPTAINASSMNT	PER BD: TESTING	125.00	1900068126
DISTRICT 5	1030674	JAMES MEYERS	ASSESSOR-JAMESMEYERS-2012FIRECAPTAINASSESSMENT	PER BD: TESTING	256.22	1900068129
DISTRICT 5	1030675	JON NEELY	ASSESSOR-JONNEELY-2012FIRECAPTAINASSESSMENT	PER BD: TESTING	629.63	1900068130
DISTRICT 5	1030676	CLARENCE PARKS	ASSESSOR-CLARENCEPARKS-2012FIRECAPTAINASSESSMENT	PER BD: TESTING	389.06	1900068131
DISTRICT 5	1030678	STACY SCARDINA	ASSESSOR-STACYSCARDINA-2012 FIRECAPTAINASSESSMENT	PER BD: TESTING	125.00	1900068128
DISTRICT 5	1030680	MELANIE SILVA	ASSESSOR-MELANIESILVA-2012FIRECAPTAINASSESSMENT	PER BD: TESTING	224.77	1900068132
DISTRICT 5	1030682	RONALD STAMPS	ASSESSOR-RONALDSTAMPS-2012FIRECAPTAINASSESSMENT	PER BD: TESTING	625.18	1900068133
DISTRICT 5	1030684	RONALD TOCCI	ASSESSOR-RONALDTOCCI-2012FIRECAPTAINASSESSMENT	PER BD: TESTING	182.29	1900068134
DISTRICT 5	1030685	JENNIFER WALKER	ASSESSOR-JENNIFERWALKER-2012FIRECAPTAINASSESSMENT	PER BD: TESTING	256.81	1900068135
DISTRICT 5	1030686	KAREN WILCOX LEWIS	ASSESSOR-KARENLEWIS-2012FIRECAPTAINASSESSMENT	PER BD: TESTING	207.83	1900068136
DISTRICT 5	1030826	TUITIONREIMBURSEMENT	BARBARA LEE	PER BD:INFO TECH	600.00	1900068137
DISTRICT 5	1030835	GERALD A SLATTERY	REFUND FOR OVERPAYMENT & FB R 1-1692502(D)	FINANCE SEWER SER	55.22	1900068248
DISTRICT 5	1030836	FERNANDO GANCAICO JR	REFUND FOR OVERPAYMENT & FB W0-81981(D)	FINANCE SEWER SER	7.48	1900068249
*DISTRICT 5					10,929.96	
**					22,200.60	

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Board of Equalization for disposal of fixed assets, be and hereby is approved.

Board of Equalization
Equipment Disposal List
Non - Fixed Asset

<u>Jeff Co Inv No.</u>	<u>Parts of Fixed Assets</u>	<u>Description</u>	<u>Category</u>	<u>Works</u>
709594	no	HP LaserJet	Printer	yes
704503	no	HP LaserJet	Printer	yes
704507	no	HP LaserJet	Printer	yes
704505	no	HP LaserJet	Printer	yes
704502	no	HP LaserJet	Printer	yes
704504	no	HP LaserJet	Printer	yes
no label SN	no	HP LaserJet	Printer	yes
U35D020443				
709676	no	LexMark E320	Printer	yes
no label	no	HP DeskJet 5650	Printer	yes
710097	no	Lex Mark T522	Printer	yes
971684	yes	Canon NP4050	Copier	yes
704882	no	Compaq	CPU	no
no label	no	HP InkJet 1200	Printer	no
737732	no	APEX 24"	Monitor	no
no label	no	Dell 19" Panel	Monitor	no
no label	no	Dell 19" Panel	Monitor	no
no label	no	Dell 19" Panel	Monitor	no
737155	no	HP LaserJet P3005 DN	CPU	no
970663	no	HP LaserJet 6D	Printer	yes
990728	no	Dell 2300	CPU	yes
no labels	no	Battery Back Up	UPS	yes
no labels	no	Battery Back Up	UPS	yes
no labels	no	Battery Back Up	UPS	yes
733399	40804	19" VGA Dell	Monitor	yes
737405	40798	19" VGA Dell	Monitor	yes
733409	40308	19" VGA Dell	Monitor	yes
731899	404797	19" VGA Dell	Monitor	yes
733395	40808	19" VGA Dell	Monitor	yes
none	no	Trinitron 19"	Monitor	yes
704736	no	Trinitron 19"	Monitor	yes
704723	no	19" VGA Dell	Monitor	yes
1954	no	Compaq	CPU	yes
733393	4807	Trinitron 19"	Monitor	yes
733411	4800	Trinitron 19"	Monitor	yes
704746	no	Compaq DeskPro	CPU	yes
704737	no	Compaq DeskPro	CPU	yes

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

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 01/22/13 - 01/28/13

- ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM GOVDEALS INCORPORATED, MONTGOMERY, AL, PURCHASE ORDER TO PAY INVOICE # 0311-122012-AUCTION #22. SAP PURCHASE ORDER # 2000070893
\$5,032.11 TOTAL
- COOPER GREEN MERCY FROM QUALITY PLUS MEDICAL SERVICE, PELHAM, AL, TO PAY FOR HOME OXYGEN SERVICES FOR RESPIRATORY PATIENTS FOR THE PERIOD OF 12/20/20/12 - 9/30/13.
SAP PURCHASE ORDER # 2000070895 \$17,000.00 TOTAL REFERENCE BID # 04-13
- ENVIRONMENTAL SERVICES (VALLEY CREEK) FROM AQUA PRODUCTS INCORPORATED, PENSACOLA, FL, TO

PURCHASE QCEC ALL SEASON COMPOSITE SAMPLER MODEL #QLS-RC-S-AS.

SAP PURCHASE ORDER # 2000070917 \$5,575.00 TOTAL

4. ENVIRONMENTAL SERVICES - SHADES LINE MAINTENANCE FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, TO PURCHASE WORK UNIFORMS FOR EMPLOYEES. SAP PURCHASE ORDER # 2000070932 \$9,397.50 TOTAL
REFERENCE BID # 146-11
5. COOPER GREEN MERCY FROM DELL MARKETING L P, ROUND ROCK, TX, FOR SYMANTEC - BACKUP FOR LICENSE FOR EMR SERVICE SAP PURCHASE ORDER # 2000070934 \$7,344.50 TOTAL
6. GENERAL SERVICES ADMINISTRATION FROM H & M MECHANICAL INCORPORATED, BIRMINGHAM, AL, RECOMMENDATION TO AWARD CONTRACT FOR BOILER REPLACEMENT - JEFFERSON COUNTY COURTHOUSE. REFERENCE BID 48-13 \$199,000.00 TOTAL
7. ACKNOWLEDGMENT FOR SHERIFF'S DEPARTMENT FROM LEADSONLINE, PLANO, TX, TO PAY INVOICE # 223445 FOR LEADSONLINE PACKAGE UPGRADE TO POWERPLUS. SAP PURCHASE ORDER # 2000070929 \$5,031.67 TOTAL

For Week of 01/29/13 - 02/04/13

1. COOPER GREEN MERCY FROM KNOX PEST CONTROL, PELHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PEST CONTROL AND INSPECTION SERVICES. SAP PURCHASE ORDER # 2000059494 CHANGE ORDER \$3,314.00 REFERENCE BID # 204-11 PURCHASE ORDER \$7,514.00 TOTAL
2. BOARD OF REGISTRARS FROM INTERNATIONAL COMPUTER WORKS, TEMPLE TERRAC, FL, 2013 ANNUAL MAINTENANCE AND TECHNICAL SUPPORT FOR GEO ELECTIONS SUITE OF SOFTWARE AND LICENSES. SAP PURCHASE ORDER # 2000070617 \$8,216.00 TOTAL
3. COOPER GREEN MERCY FROM RELIABLE SIGN SERVICES INCORPORATED, PELHAM, AL, TO PURCHASE SIGN FOR COOPER GREEN MERCY. SAP PURCHASE ORDER # 2000070947 \$10,400.00 TOTAL
4. ACKNOWLEDGMENT FOR SHERIFF'S DEPARTMENT: BIRMINGHAM ENFORCEMENT FROM ATLANTIC DIVING SUPPLY, DB/A ADS INCORPORATED, VIRGINIA BEACH, VA, TO PURCHASE SAFETY SUPPLIES. SAP PURCHASE ORDER # 2000070949 \$8,432.00 TOTAL
5. ENVIRONMENTAL SERVICES: MAINTENANCE ADMINISTRATION BUILDING FROM ADS LLC, DETRIOT, MI, TO PURCHASE FLOW MONITORING PARTS. SAP PURCHASE ORDER # 2000070976 \$39,708.05 TOTAL
REFERENCE BID # 97-11
6. GENERAL SERVICE - ADMINISTRATION FROM ELEVATOR MAINTENANCE AND REPAIR INCORPORATED, PRATTVILLE, AL, OPEN PURCHASE ORDER FOR ELEVATOR MAINTENANCE REPAIR. SAP PURCHASE ORDER # 2000070981 \$85,820.00 TOTAL REFERENCE BID # 138-10
CLARITY CONTRACT # CON-00004663
7. ROADS AND TRANSPORTATION: TRAFFIC SHOP KETONA FROM 3M COMPANY, IRVINE, CA, FOR ROLL MATERIAL, SHEETING, REFLECTIVE, PRESSURE SENSITIVE AND ROLLS GREEN FILM, ELECTRONIC CUTTABLE AND ACRYLIC. SAP PURCHASE ORDER # 2000071010 \$7,143.75 TOTAL STATE OF ALABAMA CONTRACT # T114
8. INFORMATION TECHNOLOGY FROM CCA FINANCIAL, RICHMOND, VA, TO LEASE TWO (2) VNX 5700 DISC STORAGE TRAYS. SAP PURCHASE ORDER # 2000071015 \$13,363.64 TOTAL REFERENCE BID # 177-11
CLARITY CONTRACT # CON-00003473 AND MASTER LEASE AGREEMENT # CON-00000629
9. DISTRICT ATTORNEY - BIRMINGHAM FROM KONICA MINOLTA BUSINESS SOLUTIONS, BESSEMER, AL, TO PURCHASE KONICA MINOLTA C654 COPIER. SAP PURCHASE ORDER # 2000071056 \$6,900.00 TOTAL
10. FINANCE - ACCOUNTING FROM CCA FINANCIAL LLC, RICHMOND, VA, FOR EXISTING LEASE FOR XEROX 7775 COPIER FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000071067 \$5,260.64 TOTAL
REFERENCE BID # 96-10 CLARITY CONTRACT # CON-00000629
11. COOPER GREEN MERCY - ADMINISTRATION FROM TRIPLE POINT INDUSTRIES, HOOVER, AL, OPEN PURCHASE ORDER FOR MECHANICAL WATER TREATMENT FOR THE PERIOD OF 10/25/12 -10/24/13. SAP PURCHASE ORDER # 2000071072 \$7,500.00 TOTAL REFERENCE BID # 207-11
12. JEFFERSON COUNTY DEPARTMENTS AND PACA MEMBERS FROM OFFICE DEPOT, BIRMINGHAM, AL, CONTRACT RENEWAL FOR OFFICE SUPPLIES, GENERAL. CONTRACT PERIOD: 3/01/13 - 2/28/14. SCHEDULED FOR REBID IN FYI 4. REFERENCE BID # 49-12
13. GENERAL SERVICE, OTHER JEFFERSON COUNTY DEPARTMENTS AND PACA MEMBERS FROM SHERWIN WILLIAMS, BIRMINGHAM, AL, CONTRACT RENEWAL FOR PAINT AND RELATED ITEMS. CONTRACT PERIOD: 4/1/13 - 3/31/13. SCHEDULED FOR REBID IN FY14. REFERENCE BID # 79-12

14. INFORMATION TECHNOLOGY FROM TEKLINKS, BIRMINGHAM, AL, CONTRACT EXTENSION FOR VNX 5700 DATA STORAGE UPGRADE FOR THE PERIOD OF 2/1/13 - 1/31/14. SCHEDULED FOR REBID IN FYI4. REFERENCE BID # 177-11
15. BOARD OF EQUALIZATION FROM NOHAB BUSINESS, BIRMINGHAM, AL, TO PURCHASE HP LASERJET INPUT TRAYS AND STACKERS. SHOPPING CART #'S 1000194292 AND 1000194298 \$5,384.00 TOTAL

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

Feb-14-2013-104

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 01/22/13 - 01/28/13

1. EXCEPTION FOR COOPER GREEN URGENT CARE CENTER FROM CARDIOVASCULAR SYSTEMS INCORPORATION, ST. PAUL, MN, TO PAY FOR CARDIO SUPPLIES AS PRESCRIBED BY DR. FARAH AND ORDERED BY MEMBER OF CGMH SURGICAL STAFF PRIOR TO STANDARD PURCHASING PROCESS. SAP PURCHASE ORDER # 2000070817 \$3,265.00 TOTAL
2. EXCEPTION FOR JEFFERSON REHABILITATION AND HEALTH CENTER FROM HILL-ROM, BATESVILLE, IN, TO PAY INVOICE FOR MATTRESS RENTALS AS PRESCRIBED BY A MEMBER OF THE MEDICAL STAFF AT JRHC AND ORDERED BY MEMBER OF THEIR STAFF PRIOR TO STANDARD PURCHASING PROCESS. PROVISTA GROUP PURCHASE AGREEMENT WILL BE USED GOING FORWARD. SAP PURCHASE ORDER # 2000070866 \$1,395.00 TOTAL
3. EXCEPTION FOR JEFFERSON REHABILITATION AND HEALTH CENTER FROM CHAMPION MEDICAL, BIRMINGHAM, AL, TO PAY INVOICES FOR MATTRESS RENTALS AS PRESCRIBED BY A MEMBER OF THE MEDICAL STAFF AT JRHC AND ORDERED BY A MEMBER OF THEIR STAFF PRIOR TO STANDARD PURCHASING PROCESS. PROVISTA GROUP PURCHASE AGREEMENT WILL BE USED GOING FORWARD. SAP PURCHASE ORDER # 2000070894 \$4,428.50 TOTAL

For Week of 01/29/13 - 02/04/13

1. EXCEPTION FOR JEFFERSON REHABILITATION AND HEALTH CENTER FROM SELECT MEDICAL, CLEARWATER, FL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO MAKE FINAL INVOICE PAYMENT FOR P. T. SERVICES (INCLUDES OCCUPATIONAL & SPEECH). CONTRACT EXPIRED 5/31/12. INVOICE # 2713079 FOR OCTOBER 2012 AND INVOICE # 2744402 (NOVEMBER 2012). SAP PURCHASE ORDER # 2000064096

CHANGE ORDER	\$12,720.30	REFERENCE BID # 95-10
PURCHASE ORDER	\$18,144.17	TOTAL CLARITY CONTRACT # CON-00003277

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

Feb-14-2013-105

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Reports for week of 1/22/13 - 1/28/13 and 1/29/13 - 2/4/13, 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.

STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization - 5 participants		
Bobby Davis	(State funds)	\$191.14
David Hinkle		\$120.00
Xavier Davis		\$120.00
Graham Key		\$191.14
John Colburn		\$191.14
Certified Appraiser Exam		
Auburn, AL – March 14-15, 2013		
Tax Assessor-Birmingham - 2 participants		
John Powe		\$517.50
Gaynell Hendricks		\$1,152.12
Assn. of Alabama Tax Administrators Mid-Winter Conference		
Montgomery, AL – February 24-27, 2013		
Individual Staff Development		
Board of Equalization		
Margie George	(State funds)	\$1,213.65
Alabama Assn. of Assessing Officials Mid-Winter Conference		
Mobile, AL – March 3-7, 2013		
Coroner/Medical Examiner		
Jody Jacobs		\$2,780.57
Medicolegal Death Investigator Course		
St. Louis, MO – March 9-16, 2013		
County Attorney		
Jeff Sewell		\$1,868.72
Bankruptcy talk with creditors		
New York City, NY – January 27-29, 2013		
Family Court		
Shaniqua Hunter		\$25.00
Alabama Assn. of Drug Court Professionals		
Prattville, AL – February 26-27, 2013		
Revenue		
Edgar Woodis		\$110.00
Certified Revenue Examiner Program - Special Topics		
Hoover, AL – March 1, 2013		
Edgar Woodis		\$110.00
Certified Revenue Examiner Program - Annual CRE Update		
Hoover, AL – June 14, 2013		
Roads & Transportation		
Mike Key		\$467.00
IRWA 54 th Annual Right of Way Conference		
Tuscaloosa, AL – March 6-8, 2013		
Tax Assessor - Birmingham		
Shelia Nixon	(State funds)	\$503.84
Alabama Certified Mapper Exam		
Auburn, AL – March 13-15, 2013		
Tax Assessor - Birmingham		
Rickey Davis		\$90.00
Alabama Certified Mapper Exam		
Auburn, AL – March 13-15, 2013		
For Information Only		
Personnel Board		
Tiffany Owens		\$500.00
UAB Spring Career Event		
Birmingham, AL – February 19, 2013		
Tiffany Owens		\$150.00
University of North Alabama Career Event		
Florence, AL – April 9, 2013		
Tiffany Owens		\$575.00
University of Alabama Career Event		
Tuscaloosa, AL –		
Tiffany Owens		\$375.00

Alabama A & M Career Event
Anniston, AL – February 28, 2013

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

BUDGET TRANSACTIONS

Position Changes and/or Revenue Changes

1. Emergency Management Agency \$452.50

Increase revenue and expenditures to record a reimbursement for Birmingham Fire to replace materials expended to cleanup a hazmat spill on November 12, 2012.

Other Budget Transactions

2. Environmental Services \$7,520

Add purchasing memorandum to purchase Pipetech View 6.x office software (2 concurrent licenses)

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

REQUEST FOR CERTIFICATIONS

Coroner/Medical Examiner

Chief Deputy Coroner

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Request for Certifications. Voting “Aye” Stephens, Brown, Bowman, Carrington and Knight.

Feb-14-2013-106

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to sign documents between Jefferson County, Alabama and AirWatch, LLC which allows a thirty (30) day evaluation of the AirWatch mobile device management software used in the management and security of personal electronic devices which communicate with the County’s network at no cost.

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

Feb-14-2013-107

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the agreement between Jefferson County, Alabama and Innovation Associates, Inc. to provide annual maintenance and support for PharmAssist Robitic for FY2012-2013 in the amount of \$14,907.50.

CONTRACT NO. 00003369

Contract Amendment No. II

This Amendment to Contract entered into the 22nd day of January 2013, between Jefferson County, Alabama, d/b/a Cooper Green

Mercy, hereinafter referred to as "the County", and Innovation Associates, Inc., hereinafter referred to as the "Contractor" to provide maintenance and support for PharmAssist Robotic.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The original contract between the parties referenced above was approved by the Commission on December 14, 2010; amendment I approved by Commission July 31, 2012, is hereby amended as follows:

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: October 1, 2012 to September 30, 2013.
7. COMPENSATION: Contractor shall be compensated in the amount of \$14,907.50.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

INNOVATION ASSOCIATES, INC.

Authorized Signature

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

Feb-14-2013-108

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 Craneware, Inc. to provide maintenance and support for Charge Master toolkit for FY2012-2013 in the amount of \$21,380.50.

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 CRANEWARE, hereinafter referred to as the "Contractor," is hereby effective on October 15, 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 follows:

The Contract between the parties entered on the 1st day of April, 2010, which was approved by the Jefferson County Commission on July 6, 2010, and recorded in Minute Book 160; Page(s) 171-174, is hereby amended as follows:

The Contract was amended on March 31, 2011; and approved by the Jefferson County Commission on October 9, 2012, and recorded in Minute Book 163; Page(s) 594- 595, is hereby amended as follows:

Section 3: Extend the completion dated of this contract from October 1, 2012 to September 30, 2013.

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

Jefferson County Commission

W. D. Carrington, President

Craneware

Gordon Craig, President

Cooper Green Mercy Hospital

Sandral Hullett, MD, CEO/Medical Director

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

Feb-14-2013-109

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement

between Jefferson County, Alabama and Alabama Psychotherapy & Wellness Center, P. C. to provide the services of a qualified Psychologist to HIV infected patients at St. George Clinic for the period October 1, 2012 - January 31, 2013 in the amount of \$32,000.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of October, 2012 by and between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital – George's Clinic, hereinafter called "the County", and Alabama Psychotherapy & Wellness Center, P.C. , hereinafter called, "the Contractor".

The effective date of this agreement shall be October 1, 2012.

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

WHEREAS, the Contractor desires to furnish said 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 qualified Psychologist to provide counseling services to HIV infected patients at the Hospital's St. George Clinic as well as their caregivers. Patients will be referred from the Hospital and fees will be paid by the county.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:**

The Contractor shall be available to render psychological counseling services to the county at any time after the effective date of this Contract. The completion date of all services under this Contract is January 31, 2013.

4. **COMPENSATION:** The Contractor shall be compensated per the attached fee schedule (on file in the Minute Clerks office) for the services rendered not to exceed \$32,000.00 during the contract period. Invoices shall include patient name, date of service, service provided, and name of provider providing services. Services shall only be provided and billed for indigent patients without a third party payor that are referred by St. George's Clinic. Indigent status of patients shall be verified by St. George's Clinic prior to referral for services and by APWC staff prior to scheduling services.

Failure of the County to issue payment for services rendered within 60 (sixty) days following invoice will result in a suspension of services by the Contractor until such time that payment is received by the Contractor. Services to be provided until a maximum of \$32,000.00 has been invoiced and paid.

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 others 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 parties and no change of any term of 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 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 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 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 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:

Lorne Dann, PhD

Alabama Psychotherapy & Wellness Center, P.C.

JEFFERSON COUNTY, ALABAMA:

W.D. Carrington, President

Jefferson County Commission

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

Feb-14-2013-110

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and CRS Consultants/SSOE Group to provide emergency electrical system evaluation and design specifications for the electrical busway replacement at the Birmingham Courthouse in the amount of \$2,700 (total agreement amount \$15,200).

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

Amendment No. 1 to the Professional Services Contract between the Jefferson County Commission, through the General Services Department, and CRS/SSOE Group, revises the term of the Professional Services Contract dated July 16, 2012, and approved by Jefferson County Commission on July 31, 2012, MB 163, page 414 to include providing Jefferson County General Services the Contractor's scope of work for the Main Courthouse Busway Replacement. Contract amount will increase from the original amount of Twelve Thousand, Five Hundred and 00/100 (\$12,500) by Two Thousand, Seven Hundred and 00/100 Dollars (\$2,700). The new contract total will be Fifteen Thousand, Two Hundred and 00/100 (\$15,200)

IN WITNESS WHERE OF, the parties have executed this agreement the day of 2013.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President, Jefferson County Commission

CONSULTANT

John Gill, Sr. Project Manager

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Sophia and Howard Faulk for lease of space on the ground floor of the Jefferson County parking deck for a three year period beginning March 1, 2013 and ending February 29, 2016 in the amount of \$12,579.96 annually with a two time option for a three year renewal with an increase of 3% for each renewal term.

This lease made this 1st day of March, 2013, by and between Jefferson County, Alabama (hereinafter called "landlord"), by the Jefferson County Commission as agent for Landlord (hereinafter called "agent") and by Sophia and Howard Faulk (hereinafter called "Tenant").

Witnesseth: That Landlord does hereby demise and let unto Tenant the following described premises in the City of Birmingham, Alabama, to wit:

Approximately 900 square feet on the ground floor of the Jefferson County parking deck which is on the S.E. corner of Richard Arrington, Jr., Boulevard, North and Eighth Avenue, North, in Birmingham, Jefferson County, Alabama, which premises leased consists of an area on the ground floor corner of said building, one side of said leased premises being on Eighth Avenue and the other side on Richard Arrington, Jr., Boulevard, North.

Also, approximately 345 square feet of storage space on the ground floor of the Jefferson County parking deck which is on the southeast corner of Richard Arrington, Jr., Boulevard, North, and Eighth Avenue, in Birmingham, Jefferson County, Alabama.

Subject to existing easements, if any, and the regulatory laws and ordinances of the political subdivision in which the property is situated, for use and occupation by Tenant as a sandwich and food shop and other related items that are normally sold in a sandwich shop or food shop and for no other or different use or purpose, for and during the term of three (3) years beginning on the 1st day of March, 2013, and ending on the 29th day of February, 2016.

Tenants shall have the option to renew for two (2) three-year extensions at the end of the initial term upon 60 days written notice to Landlord by December 3rd of the option year with an automatic rent increase of 3% for the option terms starting March 1, 2016 and March 1, 2019. If Tenants are not in compliance with the terms of this lease, then Landlord will so notify Tenants in writing. Tenants will be given a period of ninety (90) days in which to cure any default in compliance in order to exercise an option for renewal.

RENT: (Restaurant space and storage space) In consideration whereof, Tenant agrees to pay Landlord's agent at office of said agent, on the first day of each month of said term, in advance, as rent for said premises, the sum of One Thousand, Forty-eight and 33/100 Dollars (\$1,048.33) per month, being at the sum of Twelve Thousand, Five Hundred Seventy-nine and 96/100 Dollars (\$12,579.96) per annum, with an automatic rent increase of 3% for the optional renewals beginning March 1, 2016 and March 1, 2019 as follows:

Year	Term	Increase	Monthly Rent	Yearly Rent
1-Mar-13	1	0%	\$1,048.33	\$12,579.96
1-Mar-14	2	0%	\$1,048.33	\$12,579.96
1-Mar-15	3	0%	\$1,048.33	\$12,579.96
Should 1 st extension be requested and granted:				
1-Mar-16	4	3%	\$1,079.78	\$12,957.36
1-Mar-17	5	0%	\$1,079.78	\$12,957.36
1-Mar-18	6	0%	\$1, 079.78	\$12, 957.36
Should 2 nd extension be requested and granted:				
1-Mar-19	7	3%	\$1,112.17	\$13,346.04
1-Mar-20	8	0%	\$1,112.17	\$13,346.04
1-Mar-21	9	0%	\$1,112.17	\$13,346.04

LATE FEE: Tenant agrees that a service and bookkeeping charge of 5% shall become due and payable each and every month that the rent has not been received in the office of Jefferson County Finance by 10th of the month, or if a check accepted as rent or other payment is returned unpaid to agent for any reason.

PARKING: Landlord will furnish two (2) parking spaces in the adjacent parking deck on the ground floor for the Tenant at the current rate of \$40 per month (\$20 per space). This fee is included in the monthly rental. The rate will be increased only if the monthly fee is changed for contract parking in the deck.

UTILITIES: Tenant shall pay and be responsible for all utilities, i.e., gas and electric expenses, sewer impact fees and any other assessments. Tenant shall pay gas charges directly to the supplier but will pay the Jefferson County Commission for electric charges as determined by General Services. Water and sewer charges will be included in the monthly rental at a flat rate of \$82.70. The water and sewer

rates will be adjusted if the rates increase or decrease during the lease period. Tenant shall be responsible for providing temporary utilities as required during emergency and/or scheduled utility maintenance activities required by the Landlord.

CLEANING: Tenant shall be responsible for all cleaning and maintenance, including the exterior door and exterior glass in the walls and doors and the exhaust for grease trap. Upon failure of Tenant to clean or maintain within two (2) days after written request of Landlord, Landlord may perform the cleaning or maintenance and charge the cost as rent on Tenant's rent payment.

GREASE TRAP/PUMPS/PLUMBING: Tenant shall be responsible for maintaining sewer grease trap and pumps and all supply and drainage plumbing. Tenant shall be responsible for the cost of any repairs or replacements of said equipment. Further, Tenant agrees to undergo training for full compliance with the Jefferson County Grease Control Program and display the certificate(s) of completion of said training on premises.

POSSESSION: Should premises be completed and turned over to Tenant either prior to, or after N/A , then in that event rent shall be prorated for the fractional month, and the lease term provided herein shall commence on the first day of the next calendar month.

DEPOSIT: Landlord and Tenant agree that Tenant will deposit with Landlord's agent the sum of \$ N/A on the date of execution of this Lease, to be held, without interest payable to tenant, as a security for the payment of rent and any and all other sums of money for which tenant shall or may become liable to pay to Landlord under this lease, and for the faithful performance by Tenant of all covenants and agreements under this lease, said deposit to be returned to Tenant after the termination of this lease and any renewal hereof, provided Tenant shall have made all such payments and performed all such covenants and agreements. Nothing in this paragraph shall be deemed to limit the amount of any claim, demand or cause of action of Landlord against Tenant under the provisions of this lease.

FAILURE OF TENANT TO REPAIR; SIGNS: Should Tenant fail to make repairs agreed to by him under this lease, Landlord may enter the premises and make such repair and collect the cost thereof from Tenant as additional rent. Except as herein specifically provided, Tenant will not make or permit to be made any alterations, additions, improvements or changes in the premises, nor will Tenant paint the outside of the building or permit the same to be painted without the written consent of Landlord before work is contracted or let. No signs of any character shall be erected on the roof until the consent thereof in writing is first had and obtained from Landlord. The consent to a particular alteration, addition, improvement or change shall not be deemed consent to or waiver of a restriction against alterations, additions, improvements or changes for the future.

ALTERATIONS AND IMPROVEMENTS BY TENANT; UPKEEP; COMPLIANCE WITH LAW: Tenant will replace all plate and other glass, if and when broken or cracked, and failing to do so Landlord may replace the same and Tenant will pay Landlord the cost and expense thereof upon demand. Tenant will replace all keys lost or broken, and will pay all bills for utilities and services used on said premises. Tenant will keep all heating, ventilation and air conditioning equipment (HVAC), electric wiring, telephone service wires, water pipes, water closets, drains, sewer lines, sprinkler systems and other plumbing, whether above or under ground, on said premises in such good order and repair and will do all repairs, modifications and replacements which may be required by the applicable laws or ordinances. Landlord shall not be liable for any damages caused by, or growing out of, any breakage, leakage, getting out of order or defective conditions of said heating, ventilation and air conditioning equipment (HVAC), electric leakage wiring, telephone service wires, water pipes, water closets, drains, sewer lines and sprinkler systems or plumbing, or any of them. Tenant will comply, at all times and in all respects with all the applicable laws and ordinances (including but not limited to building and fire codes) applicable to this jurisdiction insofar as the building and premises hereby let, and the streets and highways bounding the same, are concerned, and Tenant will not by any act or omission render Landlord liable for any violation thereof. Such compliance shall include, but not be limited to, the Americans with Disabilities Act requirements as it may relate to Tenant's leased premises. Tenant will not commit any waste of property, or permit the same to be done, and will take good care of said building and said premises at all times.

PUBLIC LIABILITY INSURANCE AND INDEMNITY: Tenant shall during the entire term of this lease, at Tenant's own expense, keep in force by advance payment of premiums, public liability insurance in an amount of not less than a combined single limit of \$300,000.00, insuring Tenant, Landlord and Landlord's Agents, Servants and employees (as additional insureds) against any liability that may accrue against them or either of them on account of any occurrences in or about the demised premises during the term or in consequence of Tenant's occupancy thereof and resulting in bodily injury or property damage. Tenant shall furnish to Landlord certificates of insurance required under this paragraph. Tenant agrees to comply with all reasonable requirements of Landlord's insurance carrier so as not to cause cancellation of Landlord's insurance coverages. Tenant specifically agrees and is required to maintain ABC type, portable fire extinguishers in the premises and said extinguishers must be serviced annually, tagged and dated.

DEFECTS IN PREMISES: Landlord shall not be liable for any injury or damage caused by, or growing out of, any defect in said building, or its equipment, drains, plumbing, electric or telephone wiring, electric or electronic equipment or appurtenances, or in said premises, or caused by, or growing out of fire, rain, wind, leaks, seepage or other cause.

SNOW, ICE, TRASH: If the leased premises, or any part thereof, consist of first floor space adjacent to the street, or ground adjacent to the street, Tenant will keep the sidewalk, steps, curb and gutter in front thereof or adjacent thereto clean and free from snow, ice, debris, or other hazardous materials or obstructions and will hold Landlord harmless from all damages or claims arising out of Tenant's failure to

do so.

EVENTS OF DEFAULT: Upon the happening of any one or more of the events as expressed in this paragraph, Landlord shall have the right, at the option of Landlord, to either annul and terminate this lease upon two days' written notice to Tenant and thereupon re-enter and take possession of the premises; or the right upon two days notice to Tenant to re-enter and re-let said premises from time to time, and such re-entry or re-letting or both, shall not discharge Tenant from any liability or obligation hereunder, except that rents (that is, gross rents less the expense of collecting and handling, and less commission) collected as a result of such re-letting.

REINSTATEMENT: If this lease is terminated by Landlord for any reason, including nonpayment of rent, and Tenant pays the rent, attorney's fees and other charges and thus makes himself current, and/or remains or continues to be in possession of the lease premises or any part hereof, this lease, with Landlord's consent, will be considered reinstated, and will continue in effect as though it has not been terminated.

IMPROVEMENTS AND ADDITIONS PROPERTY OF LANDLORD: All improvements and additions (including electrical fixtures) to the leased premises shall adhere to the leased premises, and become the property of Landlord, with the exception of such additions as are usually classed as furniture and trade fixtures, said furniture and trade fixtures are to remain the property of Tenant, and may be removed by Tenant two (2) weeks prior to the expiration of this lease, provided all terms, conditions and covenants of within contract have been complied with by Tenant and provided said Tenant restores the building and premises to its original condition, normal wear and tear excepted.

FIRE AND OTHER CASUALTY: In the event of the total destruction of, or partial damage to, the buildings upon the demised premises by fire or other casualty, Landlord shall proceed with due diligence and dispatch to repair and restore the buildings to the conditions to which they existed immediately prior to the occurrence of such casualty, at Landlord's cost and expense, provided such cost does not exceed the proceeds of insurance collected on the building, by reason of such casualty, the application of which insurance proceeds are not prohibited, by reason of any mortgage provision, from being used toward the cost of restoration and repairing the same; provided further, that if the unexpired portion of the term of this lease or any extension thereof shall be two (2) years or less on the date of such casualty and the cost of such repair or restoration exceeds twenty percent (20%) of the then replacement value of said damaged leased premises, as estimated by two or more reputable contractors, Landlord may by written notice to Tenant, within thirty (30) days after the occurrence of such casualty, terminate this lease. If Landlord exercises the above right to terminate this lease and Tenant elects to exercise an option of renewal privilege which Tenant may have under this lease, which if exercised, would extend the unexpired term beyond two (2) years. Tenant may void such above notice of Landlord's right to terminate this lease by exercising such option renewal privilege within thirty (30) day period. If the insurance proceeds are insufficient to effect such restoration or repairs, Landlord at its option may cancel this lease by written notice to Tenant within thirty (30) days after the occurrence of such casualty. In the event the repairing and restoring of the building cannot be completed within four (4) months after the date of occurrence of such casualty, as estimated by two or more reputable contractors, Tenant shall have the right to terminate this lease upon giving written notice to Landlord within thirty (30) days from the date of occurrence of said casualty. From the date of such damage or destruction until said building has been substantially repaired or restored, an equitable abatement of rent shall be allowed Tenant.

TRANSFER OR ASSIGNMENT, CONDITIONS; LEASE ASSIGNMENT FEE CLAUSE: Tenant shall not sublease, assign or transfer this lease, nor allow a sublease, assignment or transfer, in whole or in part, by operation of law or otherwise, or mortgage or pledge the same, without the prior written consent of Landlord

TERMINATION FOR CONVENIENCE OR CAUSE: This agreement may be terminated with or without cause utilizing a ninety (90) day written notice by either party.

NOTICES AND DEMANDS: All notices and demands authorized or required to be given to Tenant under any provision hereof must be in writing, and may be delivered to Tenant in person or left on or in the leased premises or shall be conclusively deemed to have been delivered to the Tenant if the same be deposited in the United States mail addressed to Tenant at the leased Premises, with the proper postage affixed thereto. All notices herein authorized are required to be given to the Landlord may be given by certified mail, addressed to Landlord at the address of Landlord shown on Page 1 of this lease, or in care of Landlord's rental agent at that time authorized by Landlord to service this lease and said notices must be in writing.

HAZARDOUS MATERIALS: In consideration of existing and future legislation concerning the handling, storage, use and disposition of dangerous/hazardous chemicals and materials, Tenant and Landlord acknowledge the risks and liabilities associated with same and agree to the following: Tenant shall determine what laws, regulations and ordinances regarding the handling, storage, use and disposition of dangerous/hazardous chemicals and materials apply to Tenant's business with respect to the leased Premises. Tenant shall take all reasonable and necessary steps, including any inspections, test or studies, as required by such laws to cause prompt and ongoing compliance therewith. Tenant agrees to immediately notify Landlord and the appropriate authorities of any materials spills or improper discharges of any dangerous/hazardous chemicals and materials, Further, in addition to and in further support of any compliance with other hold harmless and indemnification obligations, Tenant acknowledges and assumes total responsibility for any and all dangerous/hazardous chemicals and materials it may handle, store, use and dispose of in or about leased Premises. Such responsibility shall include, but not be limited to, medical

costs and personal injury awards (compensatory and/or punitive), environmental clean-ups and related costs, governmental fines against Landlord and/or Tenant resulting from Tenant's willful and/or negligent handling, storage, use, disposition of dangerous/hazardous chemicals and materials, and/or Tenant's noncompliance with applicable law. Tenant shall, upon governmental request or upon Landlord's reasonable request, disclose the type and quantity of dangerous/hazardous chemicals and materials Tenant is/has handled, stored, used, and/or disposed of in or about the leased Premises.

BINDING EFFECT: This lease shall be binding upon, and inure to the benefit of, Landlord and Tenant, their executors, administrators, heirs, assigns or successors.

Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and anything herein to the contrary notwithstanding, this instrument shall not become effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

This lease contains six (6) pages and cannot be changed unless agreed to in writing by both parties.

Landlord has respectively executed as of the 29th day of January, 2013.

JEFFERSON COUNTY COMMISSION

President, W D Carrington

Tenant: Mrs. Sophia Faulk

Tenant: Mr. Howard Faulk

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

Feb-14-2013-112

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of General Services is hereby authorized to execute CCDs (Construction Change Directives) to more efficiently manage the 2121 Building Elevator Modernization Project. The Director shall present for Commission approval a final summary Change Order at the end of the project to reconcile the CCDs executed.

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

Feb-14-2013-113

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama and Oak Grove High School, Alan Pruden as Principal for the use of 67 chairs and 330 tables from Jefferson County's General Services.

Memorandum of Understanding

between

Jefferson County, Alabama and

Oak Grove High School - Alan Pruden as Principal

This Memorandum of Understanding is entered into by and between Jefferson County, Alabama, a political subdivision of the State of Alabama (herein after the "County" and Oak Grove High School this the 13th day of February, 2013.

It is hereby understood and agreed as follows:

1. Oak Grove High School shall take possession on Friday, March 1, 2013, of the following equipment which is the property of Jefferson County General Services

- 67 folding tables
- 330 folding chairs

2. Said equipment will be provided Oak Grove High School free of charge.

3. Oak Grove High School will have the equipment returned to the County Monday, March 4, 2013.

4. Equipment shall be returned in the same condition as loaned.

5. Any damaged equipment shall be replaced immediately at the expense of the Quarterback Club.

Jefferson County, Alabama

Oak Grove High School

W. D. Carrington, President
Jefferson County Commission

Alan Pruden, Principal

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

Feb-14-2013-114

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Fresenius Medical Care North Alabama to provide outpatient dialysis services for residents

SNF OUTPATIENT DIALYSIS SERVICES AGREEMENT

This Agreement is made by and between Jefferson Rehabilitation & Health Center (hereinafter referred to as the "Owner") and FMC Gardendale Dialysis, (hereinafter referred to as the "Company"), effective , 2013.

RECITALS:

WHEREAS, Owner owns and operates a skilled nursing facility/nursing home called Jefferson Rehabilitation & Health Center located at 200 Pine Hill Road, Birmingham, AL , (the "Nursing Facility"); and FMCNA Fresenius Medical Care North Alabama located at 592 Fieldstown Road, Gardendale, AL.

WHEREAS, Nursing Facility participates as a nursing facility provider of services to beneficiaries of Medicare and/or applicable state Medicaid Programs ("Medicaid") and promotes its ESRD Residents' rights to obtain Medicare and Medicaid benefits and services appropriate to their needs; and

WHEREAS, Nursing Facility has ESRD Residents who have End Stage Renal Disease and wish to receive hemodialysis ("ESRD Residents"); and

WHEREAS, the provision of hemodialysis services to ESRD Residents deemed appropriate for such care is consistent with ESRD Residents' rights, community standards of care, public policy, and the efficient and economic delivery of care; and

WHEREAS, Nursing Facility desires to enter into an arrangement with Company in compliance with the provisions of 42 C.F.R. §483.75(h)(2) to obtain professional and timely services that the Nursing Facility does not furnish independently; and

WHEREAS, Company has established a dialysis treatment facility at FMCNA -Gardendale (the "ESRD Dialysis Unit"); and

WHEREAS, Company is experienced and qualified to administer dialysis services ("Service") and clinically manage ESRD Residents with irreversible renal failure on an outpatient basis; and

WHEREAS, Company shall provide Services to the Nursing Facility's ESRD Residents in accordance with the applicable Conditions of Coverage of 42.C.F.R.§§405.2100 through 405.2171;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner, Nursing Facility, Company and ESRD Dialysis Unit agree as follows:

A. Obligations of Nursing Facility and/or Owner

1. ESRD Resident Information. The Nursing Facility shall ensure that all appropriate medical and administrative information accompanies all ESRD Residents at the time of referral to the ESRD Dialysis Unit. This information, shall include, but is not limited to, where appropriate, the following:

A. ESRD Resident's name, address, date of birth and Social Security Number;

B. Name, address and telephone number of the ESRD Resident's next of kin;

C. ESRD Resident's third party pay or data;

D. Appropriate medical records, including history of the ESRD Resident's illness, laboratory and x-ray findings;

E. Treatment presently being provided to the ESRD Residents, including medications;

F. Name, address, and telephone number of the nephrologist with admitting privileges at the ESRD Dialysis Unit referring the ESRD Resident to the ESRD Dialysis Unit; and

G. Prescription for treatment by any other prescribing physician, as appropriate; and

H. A power of attorney, health care proxy or other legal document ("Advanced Directive") whereby the ESRD Resident has delegated authority to another to consent for treatment in the event of the ESRD Resident's disability, incompetence or incapacity. If the ESRD Resident does not have such Advanced Directive, the Nursing Facility shall be responsible for helping the ESRD Resident to obtain it.

2. Interchange of Information. The Nursing Facility shall provide for the interchange of information useful or necessary for the care of the ESRD Residents, including a Registered Nurse as a contact person at the Nursing Facility whose responsibilities include oversight of

provision of Services to the ESRD Resident.

3. Preparation of ESRD Residents. The Nursing Facility shall ensure that ESRD Residents are prepared to spend an extended length of time at the ESRD Dialysis Unit and have received proper nourishment and any medications prescribed, as appropriate, before coming to the ESRD Dialysis Unit.

4. Transport and Referral of ESRD Residents.

A. The Nursing Facility shall be responsible for arranging for suitable and timely transportation of the ESRD Resident to and from the ESRD Dialysis Unit, including the selection of the mode of transportation, qualified personnel to accompany the ESRD Residents, transportation equipment usually associated with this type of transfer or referral in accordance with the applicable federal and state laws and regulations and all costs of transportation expenses associated with such transfer. The Nursing Facility shall be responsible for ensuring that the ESRD Residents are medically stable to undergo such transportation and medically suitable to receive treatment at the ESRD Dialysis Unit.

B. The need for referral on an ESRD Resident from the Nursing Facility to the ESRD Dialysis Unit shall be determined by the ESRD Resident's attending nephrologist and the Nursing Facility's Administrator. When such a determination has been made, the Nursing Facility shall notify the ESRD Dialysis Unit in writing. Within the limits of its then available resources, subject to the agreement of a nephrologist with admitting privileges at the ESRD Dialysis Unit to accept responsibility for such ESRD Resident, and the ESRD Resident's satisfaction of the ESRD Dialysis Unit's criteria for admission and continued treatment, the ESRD Dialysis Unit shall accept the ESRD Resident for the provision of Services. The Nursing Facility must receive confirmation from the ESRD Dialysis Unit that it shall accept the ESRD Resident, and all necessary admissions documentation must be completed by the Nursing Facility and sent in advance to the ESRD Dialysis Unit.

B. Obligations of the ESRD Dialysis Unit and/or Company

1. Standards of ESRD Dialysis Unit. The ESRD Dialysis Unit shall conform to standards not less than those required by any applicable laws and regulations of any local, state or federal regulatory body, as the same may be amended from time to time. The Company shall provide only Services and shall perform no other services, medical or otherwise, except as such services relate to or any integral part of the provision of Dialysis Services. The Company shall retain all management and administrative prerogatives and responsibilities as would normally be assumed by the owner and operator of a medical facility. Without limiting the generality of the foregoing, the Company agrees to provide Services at the ESRD Dialysis Unit as follows:

A. To operate the ESRD Dialysis Unit as renal dialysis facility under the Medicare End Stage Renal Disease ("ESRD") Program and, if required, as a properly licensed medical facility under state laws and regulations;

B. To provide all necessary equipment, personnel, supplies and services (other than medical services) required for the operations of the ESRD Dialysis Unit including a business manager or administrator;

C. To establish, modify and implement policies and procedures concerning the administration of the ESRD Dialysis Unit including purchasing, personnel staffing, inventory control, equipment maintenance, accounting, legal, data processing, medical record keeping, laboratory, billing, collection, public relations, insurance, cash management, scheduling and hours of operation; and

D. To provide to the Nursing Facility information on all aspects of the management of the ESRD Resident's care related to the provision of Services, including directions on management of medical and non-medical emergencies, including, but not limited to, bleeding, infection, and care of dialysis access site.

2. Written Protocols. Company and the ESRD Dialysis Unit shall develop written protocols governing specific responsibilities, policies and procedures to be used in rendering Services, including but not limited to, the development and implementation of a care plan relative to the provision of Services.

3. Personnel. The ESRD Dialysis Unit shall maintain personnel files and documentation regarding the professional licensure (if applicable), CPR certification, clinical competency validations, Hepatitis B vaccination, TB screening, and eligibility to participate directly or indirectly in federal health care programs (including clearance reviews of exclusion lists maintained by the General Services Administration, the Office of Inspector General of the U.S. and the Department of Health & Human Services upon hire) of its employees providing Services herein. The ESRD Dialysis Unit shall provide certification of such documentation to Nursing Facility upon request.

4. Discontinuation of Services. Notwithstanding anything herein to the contrary, the Company and the ESRD Dialysis Unit reserve the right to immediately discontinue the provision of Services to any ESRD Residents of the Nursing Facility who, in their sole discretion, does not observe the established responsibilities, policies and procedures of the ESRD Dialysis Unit or is not deemed medically suitable to receive Services at an outpatient ESRD Dialysis Unit.

C. Term

The term of this Agreement shall be one (1) year and shall commence upon the Effective Date listed herein. OPTIONAL: This Agreement shall automatically renew for successive one (1) year periods unless terminated by either party upon written notice given to the other party not less than ninety (90) days prior to the end of the then current term. Either party may terminate this Agreement, at any time, with or without cause, upon thirty (30) days written notice to the non-terminating party; provided that, if so terminated without cause, the

parties shall not enter into any agreement or arrangement with each other for the provision of Services on substantially similar terms to those contained herein to be provided within a period of one (1) year from the initial Effective Date of the Agreement or most recent Amendment. The Company and the ESRD Dialysis Unit shall have no duty to dialyze ESRD Residents of the Nursing Facility after the effective date of the termination.

D. Mutual Obligations

1. Collaboration of Care. Both parties shall ensure that there is documented evidence of collaboration of care and communication between the Nursing Facility and ESRD Dialysis Unit. Documentation shall include, but not be limited to, participation in care conferences, continual quality improvements program, annual review of infection control of policies and procedures, and the signatures of team members from both parties on a Short Term Care Plan (STCP) and Long Term Care Plan (LTCP). Team members shall include the physician, nurse, social worker and dietitian from the ESRD Dialysis Unit and a representative from the Nursing Facility. The ESRD Dialysis Unit shall keep the original the STCP and LTCP in the medical record of the ESRD Resident and the Nursing Facility shall maintain a copy.

2. Billing. The parties agree that for all Services performed on behalf of ESRD Residents pursuant to the Agreement, the Company shall separately bill the ESRD Residents, the ESRD Resident's commercial medical insurance company, the intermediary for the Medicare program, or the State Department of Public Welfare for Medicaid Program, as appropriate and necessary, to collect the amount of the Company's bills. The Nursing Facility shall assist the Company in proper billing by providing the Company any and all necessary information as the Company may reasonably require for billing purposes.

3. Insurance. Company, Nursing Facility and Owner shall each maintain at their respective sole cost and expense the following insurance in full force and effect during the term of this Agreement.

A. Comprehensive General Liability Insurance, including but not limited to contractual liability on a blanket basis or contractual liability specifically covering this Agreement, contractors protective liability and products liability coverage in an amount not less than \$1,000,000 each occurrence and \$3,000,000 aggregate for injury to persons.

B. Professional Liability Insurance or self-insurance with coverage in an amount not less than \$1,000,000 each occurrence and \$3,000,000 aggregate.

C. Workers' Compensation Insurance as required by statute.

Each party shall provide the other party with certificates evidencing such insurance, if and, when reasonably requested. All certificates of insurance proved pursuant to this section shall provide that the insurer shall notify the other party, in writing, prior to any termination of the policy or coverage of any material alterations in the policy or coverage, which alterations change, restrict or reduce the coverage provided. In the event that an insurer refused to so notify the additional insured, it shall be the responsibility of each party to notify the other upon receipt or notification of such material alteration. Either party may provide for the insurance coverage set forth in this Section through self-insurance.

4. Indemnification. The company and the Nursing Facility agree to indemnify and hold each other harmless, including the other's Board of Directors, individually and collectively, and the other's officers, shareholders, employees, agents, and other representatives, individually and collectively, from and against all claims, liabilities, damages, costs and expenses including, without limitation, reasonable attorneys' fees, based upon or arising from, or in any manner relating to the other's breach of any of the terms and conditions of this Agreement or their negligence in rendering Services under this Agreement. This includes the negligence or allegations of negligence of the Nursing Facility and the Company, their agents, representatives, or employees.

The party seeking indemnification shall promptly notify the other party in writing of any claim, lawsuit, or demand for payment asserted against it for which indemnification is sought, and shall promptly deliver to the other party a true copy of any document or material of any kind that asserts such claim. The party seeking indemnification, its agents, representatives, and employees shall cooperate fully with the other party at all times during the pendency of the claim or lawsuit. Failure by the party seeking indemnification to comply with the above terms shall nullify the other party's duties under this section.

When the indemnifying party accepts, its indemnification obligation, it reserves the right to control the investigation, trial, and defense of such lawsuit or action (including all settlement negotiations) any appeal involved, and the choice of any attorneys to be engaged. The party seeking indemnification may, at its own cost, participate in the investigation, trial, defense, and appeal of such lawsuit or action.

5. Independent Contractors. Company (which shall include ESRD Dialysis Unit) and Owner (which shall include Nursing Facility) are independent contractors and not partner or joint ventures with each other. Nothing in this Agreement shall be construed as authorizing or appointing each party or any of its agents, representatives, or employees to represent the other in any matter.

6. Assurances and Warranties. The Company and the Owner represent and warrant to the other that each, and the ESRD Dialysis Unit or Nursing Facility, respectively, are not currently excluded, debarred, or otherwise ineligible to participate in the applicable Federal and State health care programs and agencies. Should any of the party's status change in any manner, the affected party shall promptly notify the other party of any such change and the other party shall have cause to immediately terminate this Agreement.

7. Confidentiality. Each party acknowledges that in the course of performing the duties contemplated by this Agreement, it will become

privity to various trade secrets and confidential information of the other and may have access to certain information of the other party that is confidential and constitutes valuable, special and unique property of the other party. Throughout the term of this Agreement and at any time thereafter, each party agrees not to use or disclose to any person, firm or corporation any information known by the other party to be confidential trade secrets relating to the business of the other or any parent, subsidiary, affiliate or division thereof.

8. HIPAA. Company is not a "business associate" (as defined under 45 C.F.R. § 164.501) of Nursing Facility in the performance of Services hereunder. Nevertheless, the parties expressly agree to comply with all applicable patient information privacy and security regulations set for in the Health Insurance Portability and Accountability Act ("HIPAA") final regulations for Privacy of Individually Identifiable Health Information by the federal due date for compliance, as amended from time to time.

9. Affirmative Action. The provisions of 41 C.F.R. §60-1.4, §60-250.5(a) and §60-741.5(a) pertaining to affirmative action obligations are incorporated herein by reference.

10. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all negotiations, prior discussion, agreements or understandings, whether written or oral. No amendment to this Agreement or its attachments are effective or binding on either party unless agreed to in writing signed by an authorized representative of both parties.

11. Waiver of Breach. One party's waiver, expressed or implied, of any default by the other party of any provision of this Agreement is not a waiver of any other default. A party's waiver of any default shall not affect the right of that party to require performance of the defaulted provision at any future time. In addition, the waiver of any breach of any term or condition of this Agreement is not a waiver of any other term or condition of this Agreement.

12. Successor and Assigns. Neither party shall assign this Agreement in whole or in part without the written consent of the other which consent shall not be unreasonable withheld, conditioned or delayed. Neither party shall assign any monies, obligations, or entitlements due or to become due to it under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the successors, permitted assigns, heirs, and representatives of the Owner, Nursing Facility, Company and ESRD Dialysis Unit. Any attempted assignment of the Agreement in violation of the provisions of this section is void.

13. Access to Books and Records. Until the expiration of four (4) years after the furnishing of the Services provided under this Agreement, the Company shall make available to the Secretary, United States Department of Health and Human Services, and the United States Comptroller General, and their representative, a copy of this Agreement and such books, documents and records of the Company that are necessary to certify the nature and extent of any cost incurred by Nursing Facility. If the Company carries out the duties of the Agreement through a subcontract worth \$10,000.00 or more over a twelve (12) month period with a related organization, the subcontract shall also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's book and records. In the event this Agreement is not subject to the provision of Social Security Act section 1861 (v)(1)(1) and 42 C.F.R. section 420.300 or relevant regulations, this section of the Agreement shall be null and void.

14. Notices. All notices pursuant to this Agreement shall be in writing and shall be given by depositing said notices in the United States registered or certified mail, return receipt requested, addressed to the parties hereto at the addresses set forth in this section, or to such other address as may hereafter be specified by any party or parties. All notices given in the manner prescribed in this section shall be deemed properly served upon receipt.

Notice to the Company: FMCNA - Gardendale
592 Fieldstown Road
Gardendale, AL 35071
Attention: Area Manager

With a Copy to: c/o Fresenius Medical Care North America
920 Winter Street
Waltham, MA 02451-1457
Attention: Law Department

Notice to the Nursing, Facility PERSONAL & CONFIDENTIAL
JRHC (Jefferson Rehabilitation & Health Center)
200 North Pine Hill Road
Birmingham, AL 35217

15. Severability. If any of the provisions of this Agreement shall be declared invalid or unenforceable under applicable law, said provisions shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining provisions of the Agreement.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State/Commonwealth of without regard to its conflicts of law rules.

17. No Personal Liability. No elected official, director, officer, agent or employee of the Company or the ESRD Dialysis Unit shall be

charged personally or held contractually liable by or to Nursing Facility under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

18. Headings. The headings of the several Sections of this Agreement are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope or intent of any provision of this Agreement, nor shall they be construed to affect, in any manner, the terms and provisions hereof or the interpretation or construction thereof.

19. Force Majeure. Neither party shall be liable, nor deemed in default, for any delay or failure to perform any of its duties or obligations under this Agreement or for any other interruptions of Services, resulting directly or indirectly from acts of God or any other cause beyond the reasonable control of the party. Notwithstanding the foregoing, each party shall, at all times, shall use commercially reasonable effort to perform its duties and obligations under this Agreement.

20. Miscellaneous. Nothing in this Agreement shall be construed to require any Nursing Facility to require its ESRD Residents to elect to received any or all of his/her dialysis services from Company or to otherwise restrict the ESRD Resident's freedom of choice of Medicare providers or supplies.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date last written below

CONTRACTORS:	JEFFERSON COUNTY, ALABAMA
Jacques Gilbert	W. D. Carrington, President
Clinical Manager	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.

Feb-14-2013-115

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-2012-028 Floyd Trotter, Derrick and Annie Shepard, Jannette Williams, Lester King, and Roosevelt and Vilee Ford owners; Derrick and Annie Shepard, agents. Change of zoning on Parcel ID#s 38-07-2-4-1, 2, 3, 4, 10, 6, 7, & 8 in Section 07 Twp 19 Range 4 West from R-2 (Single Family) to R-6 (Single Family) to allow for manufactured homes in addition to single family dwellings. (Case Only: 4835, 4849, 4857, 4853, 4875, 4885, and 4901 Bessemer Johns Road and 4950 Kings Lane; Bessemer, AL 35023) (WEST HIGHLANDS)(12.8 Acres M/L)

RESTRICTIVE COVENANTS: No more than two (2) manufactured or mobile homes shall be permitted.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2012-028 be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Feb-14-2013-116

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

- a. Map Communications - Services Application & Agreement for monthly after hours dispatch services - for period January 1, 2013 - September 30, 2013 - \$460
- b. WARN, LLC - three year subscription renewal for the County wide area rapid notification system- for period January 1 - December 31, 2013 - \$138,800
- c. Alabama Department of Homeland Security - Cooperative Grant Agreement for Region 7 - regional exercise - \$25,000

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

Feb-14-2013-117

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

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

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

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

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

Feb-14-2013-118

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Alabama Cooperative Extension System to approve appropriation for regular salaries for FY12-13 funding in the amount of \$102,250.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into the 1st day of October, by and between Jefferson County, Alabama, hereinafter called "the County", and, Alabama Cooperative Extension System, hereinafter call "the Contractor". The effective date of this agreement shall be October 1, 2012.

WHEREAS, the county desires to contract for services for the Jefferson County Extension Office, hereinafter called "County Extension Office", and;

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The contractor shall perform all necessary professional services provided under this contract as required. The Contractor shall provide the following programs in a satisfactory and proper professional manner:
 - a. Agricultural Programs
 - b. Forestry and Natural Resource Programs
 - c. Urban and Nontraditional Programs
 - d. Family and Individual Well-being Programs
 - e. Community and Economic Development Programs
 - f. 4-H Youth Development Programs
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render the

professional services listed above to the County at any time after the effective date of this Contract.

4. COMPENSATION: The Contractor shall be compensated for services rendered as follows:

a. The County shall pay the contractor a total of \$102,250.00 to be paid with twelve monthly payments of one (1) \$8,520.87 and eleven (11) \$8,520.83 upon execution of this Contract.

b. The Contractor shall use said funds above to help defray the cost of regular salaries for Jefferson County Extension Office.

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

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: Contract 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.

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 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.

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.

CONTRACTOR:

W. D. Carrington, President

Stacey M. Walker for: Dr. Gary Lemme, Director

Alabama Cooperative Extension System

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

Feb-14-2013-119

WHEREAS, Dental Staff School desires to provide occupational training to Adult participants; and

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

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

Investment Act Adult ITA agreement with Dental Staff School for Program Year 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.

Feb-14-2013-120

WHEREAS, Dental Staff School desires to provide occupational training to Dislocated Worker participants; and
WHEREAS, the agreement is for the period January 1, 2013 through June 30, 2013.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Dental Staff School for Program Year 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.

Feb-14-2013-121

WHEREAS, Asbestos Workers Local 78 desires to provide occupational training to Adult participants; and
WHEREAS, the agreement is for the period February 1, 2013 through June 30, 2013.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Asbestos Workers Local 78 for Program Year 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.

Feb-14-2013-122

WHEREAS, Asbestos Workers Local 78 desires to provide occupational training to Dislocated Worker participants; and
WHEREAS, the agreement is for the period February 1, 2013 through June 30, 2013.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Asbestos Workers Local 78 for Program Year 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.

Feb-14-2013-123

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President of the County Commission is authorized to execute Amendment # 2 to the Spring Gardens Rehabilitation Agreement (CDBG Special Needs Rental Housing for the Elderly) with JCHA Housing and Development Corporation. Spring Gardens I is an affordable housing development for low income households. The purpose of said Amendment # 2 is to extend the term of the Agreement. No additional funds are required. Only federal funds are involved.

SECOND AMENDMENT

TO THE SPRING GARDENS REHABILITATION AGREEMENT
(CDBG SPECIAL NEEDS RENTAL HOUSING FOR THE ELDERLY)

THIS SECOND AMENDMENT TO THE SPRING GARDENS REHABILITATION AGREEMENT (CDBG SPECIAL NEEDS RENTAL HOUSING FOR THE ELDERLY) (this "Amendment") effective as of the day of 201 , is made by and among JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama ("County"), and JCHA HOUSING AND DEVELOPMENT

CORPORATION ("Owner/Developer").

WHEREAS, County and Owner/Developer entered into that certain Spring Gardens Rehabilitation Agreement (CDBG Special Needs Rental Housing for the Elderly) dated May 22, 2012 and found at Jefferson County Minute Book 163 Page 221 (the "Agreement"), relative to the development of a special needs rental housing project for the elderly to be located at 201 Spring Gardens Road, Birmingham, Alabama 35217 and know as Phase I of Spring Gardens ("Project"); and

WHEREAS, the County and the Owner/Developer wish to extend the term of the Agreement;

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

The Agreement between the parties which was approved by the Jefferson County Commission May 22, 2012 and found at Jefferson County Minute Book 163 Page 221, is hereby amended as follows:

Item C. Amend lines three and four of the Schedule for Completion of Services paragraph to read as follows:

The rehabilitation work and all billing shall be completed and submitted no later than April 30, 2013. This Agreement shall terminate on June 30, 2013 unless extended by the County.

1. Except as expressly amended hereby, this Agreement shall continue to be in full force and effect.
2. This Amendment may be executed in several counterparts, each which shall be deemed an original but all of which shall constitute only one agreement. This Agreement may be exchanged via facsimile of signature pages executed by the parties hereto.

IN WITNESS WHEREOF, County and Owner/Developer have executed this Amendment effective as of the day and year first written above.

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President, Jefferson County Commission

Jefferson County Housing & Development Corporation

Jane Bailey, 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.

Feb-14-2013-124

BE IT RESOLVED by the Jefferson County Commission that the Commission President is hereby authorized to sign Amendment #4 to the Neighborhood Stabilization Program (NSP) Agreement with Greater Birmingham Habitat for Humanity for the purpose of increasing the budget by \$38,192.23 to a total of \$2,001,281.23 and extending the term of the Agreement to February 28, 2013. This Program is funded by the U.S. Department of Housing and Urban Development as part of the Housing and Economic Recovery Act of 2008. Only federal funding is involved.

NEIGHBORHOOD STABILIZATION (NSP) PROGRAM AGREEMENT

BETWEEN GREATER BIRMINGHAM HABITAT FOR HUMANITY

AND

JEFFERSON COUNTY

AMENDMENT #4

This Amendment No. 4 dated , 2013, will modify the abovereferenced Agreement, between Jefferson County, Alabama (the "County") and Greater Birmingham Habitat for Humanity (hereinafter called "HABITAT") and executed by the Jefferson County Commission on September 22, 2009 and recorded in Minute Book 158 page(s) 467 of the Official Minutes and Records of said County Commission, as follows:

The purpose of this Amendment is to increase the budget by \$38,192.23 and extend the term of the agreement.

The second sentence of Section 2C. and the itemized Development Costs of Section 2E. of the agreement shall be amended as follows:

C. Schedule for Completion of Services

The Project shall be completed and all pay requests submitted by no later than February 28, 2013.

E. Project Budget.

Development Costs:

Acquisition and Rehabilitation	\$1,790,047.50
Architect/Engineering/Other	
Professional Services	\$ 675.00
Closing Costs/Legal Fees	\$ 31,486.48

Contingency	\$ 0.00
Developer Fee (10%)	\$ 179,072.25
Total	\$2,001,281.23

Except as expressly modified herein, the Agreement remains in full force and effect and the parties hereto do ratify and affirm the Agreement as modified herein. This Amendment shall be governed by the laws of the State of Alabama. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument. Delivery of a facsimile of this Agreement executed by a party hereto shall be deemed to constitute delivery of an original hereof executed by such party.

IN WITNESS WHEREOF, the parties hereto have executed and delivered, by their duly-authorized officers, this Amendment #4 in three originals as of the day of, 2013.

JEFFERSON COUNTY, ALABAMA
W. D. Carrington, President
GREATER BIRMINGHAM HABITAT FOR HUMANITY
Charles Moore, President/CEO

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

Feb-14-2013-125

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and Hatch Mott McDonald, for the West Highland Water Improvements Project (CDBG10-03J-U02-WHL) The modification shall include redesigns, plan review and work related to the bidding process. The additional cost shall be \$8,600. The total compensation to Hatch Mott McDonald shall be \$44,750 and extend the contract for an additional 570 days. The new completion dates shall be December 31, 2013. This project is from the 2010 program year.

AMENDMENT TO CONTRACT #1

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Hatch Mott McDonald, hereinafter called "the Contractor" for grant allocation PY10/PY13. The effective date of this agreement shall be September 27, 2011.

WITNESSETH

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on September 27, 2011 in Minute Book 162, Page 259, is hereby amended as follows:

The purpose of this Modification is to add the cost redesigns, plan review and work related to the bidding process for the West Highlands Water Improvements Project. The additional cost shall be \$8,600.00 for the contract with Hatch Mott McDonald (CDBG10-03J-U02-WHL). The total compensation to Hatch Mott McDonald shall be \$44,750.00. Also the purpose of the modification is to modify the time and extend the contract an additional 570 days at no additional cost. The new completion date shall be December 31, 2013. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY, ALABAMA
W. D. Carrington, President
Jefferson County Commission

CONSULTANT
_____, 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.

Feb-14-2013-126

WHEREAS, Jefferson County has received approval from the U. S. Environmental Protection Agency for \$260,600.00 for an EPA project in the City of Brighton; and

WHEREAS, the Bessemer Utilities will provide the local match in the amount of \$213,279.00.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign the EPA Grant Award #XP00D05713-0. The total project cost is \$473,879.00.

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

Feb-14-2013-127

Whereas, Congress has appropriated funds for the Emergency Solutions Grants Program for fiscal year 2012; and

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed before implementing any grant funds from the Department of Housing and Urban Development under the Emergency Solutions Grants Program (ESG); and

Whereas, the Jefferson County Office of Community and Economic Development has completed the Federally mandated Environmental Review for each program listed below as required by applicable laws and regulations; and

Whereas, the Chief Executive Officer of the jurisdiction 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 Jefferson County, AL.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President W.D. Carrington is authorized, directed and empowered to execute the Certification of Categorical Exclusion (not subject to §58.5) and the Compliance Documentation Checklist for the following ESG programs:

Bridge Ministries (HESG12-HP-RRH-BM)

Cooperative Downtown Ministries (HESG12-ES-RRH-SO-CDM)

First Light (HESG12-ESFL)

One Roof (HESG12-HMIS-OR)

Pathways (HESG12-ES-PW)

YWCA- Family Violence Center (HESG12-ES-RRH-YFV)

YWCA Interfaith Hospitality House (HESG12-ES-RRH-YINT)

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

Feb-14-2013-128

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the attached Professional Services Contract between Jefferson County and Charles H. Pritchett, Jr. MAI for appraisal services of Tract 9, Tract 10B and Tract 10C on Morgan Road Widening Project No. STPBH-7002(600). Total Amount of this Contract Agreement shall not EXCEED Twenty Five Thousand, Five Hundred (\$25,500) Dollars and \$250 per hr. for court time, if necessary with (80/20) reimbursement.

PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 31st day of January, 2013, by and between Jefferson County, Alabama, hereinafter called "the County", and Charles H. Pritchett, Jr. MAI, hereinafter called "the Contractor". The effective date of this agreement shall be 31st day of January, 2013.

WHEREAS, the County desires to contract for appraisal services for the Right of Way Division of the Roads and Transportation Department, hereinafter called "ROW"; and

WHEREAS, the Contractor desires to furnish said appraisal 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.

2. SCOPE OF SERVICES: The Contractor shall perform all necessary appraisal services provided under this Contract as required by the ROW. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the appraisal of Morgan Road Widening Tracts 9, 10B and 10C along Morgan Road Jefferson County, Alabama with a full narrative report " using ALDOT format to their regulations" and developed in accordance with the Uniform Standards of Professional Appraisal Practice.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional appraisal services to the Commission at any time after the effective date of this Contract. This agreement shall become effective on the date that all parties sign this agreement and shall terminate on December 31, 2014, unless services needed for Court Time in the future

4. COMPENSATION: Contractor shall be compensated for services rendered as follows:

Tract 9	\$3,500.00
Tract 10B	\$3,500.00
Tract 10C	\$6,500.00

\$250.00 per hour for court time, if necessary.

Total cost of appraisals work performed under this contract is not to EXCEED \$25,500.00 upon receipt of an approved invoice. All amounts due to the Contractor shall be paid on a net 45 day basis.

Jefferson County will pay this price based on the following schedule: Sixty percent (60%) of each tract shall be paid after receipt of the appraisal with appropriate invoice and the remaining Forty percent (40%) shall be paid after completion of answers to any review questions and submitting to Jefferson County a corrected copy of any changes made along with the invoice for the remaining Forty percent (40%). Any pre-trial, depositions or court time related hours will be paid within 45 days of invoice submittal. Those items that may be subject to the appraiser's professional opinion shall not be considered errors but the appraisal shall contain supporting evidence.

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 will information required for Form 1099 reporting and other pertinent data required by law.

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

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 before 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.

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

14. GOVERNING LAW: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement 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.

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

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

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

CONTRACTOR
Charles H. Pritchett, Jr. MAI

JEFFERSON COUNTY, ALABAMA
W. D. Carrington, President
Jefferson County Commission

DIRECTOR/COUNTY ENGINEER
E. Wayne Sullivan

ATTESTS:
Minute Clerk

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

Feb-14-2013-129

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the attached Professional Services Contract between Jefferson County and David P. Mullins, MAI for appraisal services of Tr. 28 and and Tr. 78 on Morgan Road Widening Project No. STPBH-7002(600). Total Amount of this Contract Agreement shall not EXCEED Sixteen Thousand, Five Hundred (\$16,500) Dollars and \$250 per hr. for court time, if necessary with (80/20) reimbursement.

PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 31st day of January, 2013, by and between Jefferson County, Alabama, hereinafter called "the County", and David P. Mullins, MAI, hereinafter called "the Contractor". The effective date of this agreement shall be 31st day of January, 2013.

WHEREAS, the County desires to contract for appraisal services for the Right of Way Division of the Roads and Transportation Department, hereinafter called "ROW"; and

WHEREAS, the Contractor desires to furnish said appraisal 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.
2. SCOPE OF SERVICES: The Contractor shall perform all necessary appraisal services provided under this Contract as required by the ROW. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the appraisal of Morgan Road Widening Tracts 28 and 78 along Morgan Road Jefferson County, Alabama with a full narrative report " using ALDOT format to their regulations" and developed in accordance with the Uniform Standards of Professional Appraisal Practice.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional appraisal services to the Commission at any time after the effective date of this Contract. This agreement shall become effective on the date that all parties sign this agreement and shall terminate on December 31, 2014, unless services needed for Court Time in the

future.

4. COMPENSATION: Contractor shall be compensated for services rendered as follows:

Tract 28 \$4,000.00

Tract 78 \$4,500.00

\$250.00 per hour for Court Time, if necessary.

Total cost of appraisals work performed under this contract is not to EXCEED \$16,500.00 upon receipt of an approved invoice. All amounts due to the Contractor shall be paid on a net 45 day basis.

Jefferson County will pay this price based on the following schedule: Sixty percent (60%) of each tract shall be paid after receipt of the appraisal with appropriate invoice and the remaining Forty percent (40%) shall be paid after completion of answers to any review questions and submitting to Jefferson County a corrected copy of any changes made along with the invoice for the remaining Forty percent (40%). Any pre-trial, depositions or court time related hours will be paid within 45 days of invoice submittal. Those items that may be subject to the appraiser's professional opinion shall not be considered errors but the appraisal shall contain supporting evidence.

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 will information required for Form 1099 reporting and other pertinent data required by law.

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

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 before 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.

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

14. GOVERNING LAW: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement 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.

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

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

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

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

CONTRACTOR
David Mullins, MAI

JEFFERSON COUNTY, ALABAMA
W. D. Carrington, President
Jefferson County Commission

DIRECTOR/COUNTY ENGINEER
E. Wayne Sullivan

ATTESTS:
Minute Clerk

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

Feb-14-2013-130

BE IT RESOLVED, by Jefferson County, Alabama, that the County enter into an agreement with the State of Alabama acting by and through the Alabama Department of Transportation for:

The Installation and /or Maintenance of Traffic Control Signals and/or Street Lighting for:
NHF-0038(529) Install Adaptive Signal Control

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Commission President for and in its behalf and that it be attested by the County Clerk and the seal of the County be affixed thereto.

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

Adopted and approved this 14 day of February, 2013.

ATTESTED:
County Clerk

W. D. Carrington
Commission 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.

Feb-14-2013-131

WHEREAS, Jefferson County has received approval from the Alabama Department of Senior Services for a revised Notification of Grant Award for the SenioRx Partnership for Medication Access Fiscal Year 2013; and

WHEREAS, the grant assistance for Fiscal Year 2012-2013 is \$195,115.00 and the 2nd Quarter allocation is \$46,131.00 for the Jefferson County 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 2nd quarter funds in the amount of \$46,131.

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

Feb-14-2013-132

WHEREAS, Alabama Department of Senior Services has reduced the SHIP grant (2* 129) in the amount of \$53,047; and
WHEREAS, a budget reduction will be made to reduce the budget on grant 2* 129 to \$82,894.

THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Notification of Grant Award de-obligating \$53,047 in carryover SHIP funds from program year April 1, 2011 - March 31, 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.

Feb-14-2013-133

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 Jefferson County Council on Aging (JCCOA) to provide funding for the Meals on Wheels (MOW) program and extend term an additional year beginning October 1, 2012 and ending September 30, 2013 in the amount of \$121,012.21.

CONTRACT AMENDMENT NO. 3

This Amendment to Contract entered into this 1st day of October, 2012, between Jefferson County, Alabama by and through the Office of Senior Citizens Services, (OSCS), hereinafter referred to as "the County", and JCCOA (MOW), 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 15th day of October 2011 which was approved by the Commission and recorded in Minute Book 162 page 381, is hereby amended as follows:

A Term is extended for an additional year and services shall commence on October 1, 2012 and end on 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

Jefferson County Council on Aging

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

Feb-14-2013-134

JEFFERSON COUNTY COMMISSION RESOLUTION

TAX LEVY 2013

IT IS HEREBY ORDERED, ADJUDGED AND DECREED by the County Commission of Jefferson County, Alabama, that there be and there is hereby levied the following taxes for the use of said County for the current tax year, upon all taxable property and values assessed for the County:

COUNTY PURPOSES

Millage Rate	Constitutional/Statutory Authority	Purpose
5.6	Section 215; § 11-3-11(a)(2), 1975 Code	General Fund
2.1	Act No. 395, February 17, 1885	“to be applied to the working of public roads in said county...”
.7	Act No. 716, February 28, 1901	“repair sanitary system of the county and protect the water supplies...”
5.1	Section 215 (second proviso); § 11-3-11(a)(2), § 11-14-11 and § 11-14-16, 1975 Code	“to pay any debt or liability... for...necessary public buildings, bridges, or roads...”; excess may be used “for general county purposes...”

**SCHOOL PURPOSES
Countywide**

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
2.1	Section 269	August 27, 1991
5.4	Amendment No. 3, Section 1	August 27, 1991
.7	Act No. 203, February 7, 1891 - “for the support and maintenance of the public schools”	Not Applicable

**SCHOOL PURPOSES
District**

(Jefferson County School Tax District)

(Being that portion of the County lying outside the Cities of Bessemer, Birmingham, Fairfield, Homewood, Hoover, Leeds, Midfield, Mountain Brook, Tarrant, Trussville and Vestavia Hills)

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
5.1	Amendment No. 3, Section 2	August 27, 1991
8.8	Amendment No. 82	April 28, 1992
5.0	Amendment No. 175	January 24, 2006
3.0	Amendment No. 382	January 24, 2006

**(Bessemer School Tax District)
#52**

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
5.4	Amendment No. 3, Section 2	April 28, 1992

**(Birmingham School Tax District)
#30-39, 54, 63 and 65**

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
5.7	Amendment No. 3, Section 2	April 28, 1992
7.1	Amendment No. 175	August 27, 1991

**(Fairfield School Tax District)
#55**

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
5.8	Amendment No. 3, Section 2	April 28, 1992

(Homewood School Tax District)

#12

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
5.5	Amendment No. 3, Section 2	December 10, 1991
9.6	Amendment No. 175	December 10, 1991

(Hoover School Tax District)
#66

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
13.9	Amendment No. 3, Section 2	October 26, 1993

(Leeds School Tax District)
#15

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
5.1	Amendment No. 3, Section 2	August 27, 1991
8.8	Amendment No. 82	April 28, 1992
5.0	Amendment No. 175	January 24, 2006
3.0	Amendment No. 382	January 24, 2006

(Midfield School Tax District)
#58

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
6.0	Amendment No. 3, Section 2	April 28, 1992
10.5	Amendment No. 82	April 28, 1992

(Mountain Brook School Tax District)
#17

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
5.7	Amendment No. 3, Section 2	April 28, 1992
9.9	Amendment No. 175	January 26, 2010
18.5	Amendment No. 316	September 24, 1991

(Tarrant School Tax District)
#18

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
11.2	Amendment No. 3, Section 2	November 2, 1993

(Trussville School Tax District)
#6

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
5.1	Amendment No. 3, Section 2	August 27, 1991
8.8	Amendment No. 82	April 28, 1992
5.0	Amendment No. 175	January 24, 2006
3.0	Amendment No. 382	January 24, 2006

(Vestavia Hills School Tax District)
#20

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
15.1	Amendment No. 3, Section 2	October 26, 1993

BE IT FURTHER ORDERED, ADJUDGED AND DECREED that a copy of the Minutes of the Commission showing the foregoing levy, which contains the rates and purposes for which such taxes are levied, shall be served on the Tax Assessor of the County and on the Director of Revenue for the County by the County Manager of the County; that the President of the Commission shall certify that the same is a correct copy of said Minutes relating to the said levy and that the said levy was adopted on the date mentioned in said levy, all in accordance with the provisions of Section 40-7-42 of the Code of Alabama 1975; and that this tax levy shall remain in place and effect and be continued from year to year unless and until a subsequent levy is adopted, provided however that such continuation shall not be construed so as to extend the levy of any tax or taxes beyond such period as may have been authorized at referendum.

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

Feb-14-2013-135

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reimbursement of prepaid room and board claim of Gwen Gill on behalf of Earnestine Bums in the amount of Six Hundred Eighty Four and 62/100 (\$684.62) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Gwen Gill in the amount of \$684.62 and forward it to the County Attorney for disbursement.

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

Feb-14-2013-136

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of Hilldale Baptist Church in the amount of Two Thousand Two Hundred Ninety and 00/100 (\$2,290.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Hilldale Baptist Church in the amount of \$2,290.00 and forward it to the County Attorney for disbursement.

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

Feb-14-2013-137

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Kenneth Lowe in the amount of Five Hundred and 00/100 (\$500.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Kenneth Lowe in the amount of \$500.00 and forward it to the County Attorney for disbursement.

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

Feb-14-2013-138

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of the Alabama Press Association in the amount of Four Thousand Four Hundred Fifteen and 00/100 (\$4,415.00) Dollars is hereby approved. Be it further resolved by the Jefferson' County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to the Alabama Press Association in the amount of \$4,415.00 and forward it to the County Attorney for disbursement.

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

Feb-14-2013-139

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of National Subrogation Services, LLC in the amount of Thirty Five Thousand Six Hundred Seventeen and 15/100 (\$35,617.15) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to National Subrogation Services, LLC in the amount of \$35,617.15 and forward it to the County Attorney for disbursement.

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

Feb-14-2013-140

WHEREAS, Cooper Green Mercy Hospital has transitioned to a new model of providing healthcare services to the citizens of Jefferson County; and

WHEREAS, because of this change, a new name of this County department is warranted.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the name of Cooper Green Mercy Hospital be changed to Cooper Green Mercy Health Services and the County Manager is hereby authorized to initiate the steps necessary and appropriate to effect such change of name.

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

Feb-14-2013-141

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 Azul Health Group to extend term of agreement to June 1, 2013 and to increase compensation limit by \$173,000 from \$208,000 to \$381,000.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and Azul Health Group (hereinafter called "Azul").

WITNESSETH:

WHEREAS, the County and Azul both desire to amend the contract between the parties.

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

The contract between the parties which was approved by the Jefferson County Commission on September 25, 2012, at M.B. 163, PG 550, is hereby amended as follows:

The term of the contract is extended to June 1, 2013.

The compensation limit is increases from \$208,000 to \$381,000 - increase of \$173,000.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

CONTRACTOR

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

Feb-14-2013-142

WHEREAS, Depfa Bank PLC ("Depfa") currently holds the entire outstanding principal amount of the County's Limited Obligation School Warrants, Series 2005-B (the "Series 2005-B Warrants") as a result of the Standby Warrant Purchase Agreement dated as of January 1, 2005, between the County and Depfa (the "Standby Agreement"); and

WHEREAS, pursuant to the Trust Indenture dated as of December 1, 2004, and the First Supplemental Trust Indenture dated as of January 1, 2005 (collectively, the "Indenture"), the County has previously transferred to U.S. Bank, National Association (the "Trustee") the proceeds of the education sales tax pledged for the Series 2005-B Warrants remaining after the payment of all scheduled principal and interest due through December 31, 2012, such excess proceeds being in the amount of \$21,294,939.38 (the "Early Redemption Amount"); and

WHEREAS, Depfa is willing to enter into a Plan Support Agreement (the "Plan Support Agreement", set out below) with the County under the terms of which, among other things, the County (i) would direct the Trustee to apply the Early Redemption Amount to the redemption of a portion of the Series 2005-B Warrants as provided in the Indenture, and (ii) would agree to direct the Trustee to apply any similar excess tax collections in future years to the redemption of the Series 2005-B Warrants, and Depfa would agree (a) to reduce the rate of interest payable to Depfa by .75% per year, and (b) subject to approval of a disclosure statement, to support the County's plan of adjustment in the County's Chapter 9 bankruptcy case; and

WHEREAS, the County Commission finds that the Plan Support Agreement could provide significant interest rate savings to County taxpayers and is likely to enhance the County's ability to formulate and achieve a Chapter 9 plan of adjustment on terms that will benefit the residents of the County.

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

1. The President of the Commission is hereby authorized and directed to execute the Plan Support Agreement set out below.
2. The Chief Financial Officer of the County is authorized and instructed to direct the Trustee to apply the Early Redemption Amount to the redemption of Series 2005-B Warrants on March 1, 2013, as provided in the Indenture.

PLAN SUPPORT AGREEMENT

THIS IS NOT A SOLICITATION OF ACCEPTANCES OR REJECTIONS OF ANY
CHAPTER 9 PLAN; ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED
UNTIL THE BANKRUPTCY COURT APPROVES A DISCLOSURE STATEMENT

This PLAN SUPPORT AGREEMENT (as it may be amended and supplemented from time to time, the "Agreement"), dated as of February 11, 2013, is made and entered into by and between Jefferson County, Alabama (the "County"), on the one hand, and Depfa Bank PLC ("Depfa"), on the other hand (each a "Party" and together, the "Parties").

RECITALS

WHEREAS, the County and Depfa are parties to that certain Standby Warrant Purchase Agreement dated as of January 1, 2005 (the "Standby Agreement");

WHEREAS, in connection with the performance of obligations under the Standby Agreement, Depfa has acquired and presently holds Limited Obligation School Warrants, Series 2005-B with an outstanding principal balance of \$162,475,000 as of the date of this Agreement (the "School Warrants"), which School Warrants were issued under that certain Trust Indenture dated as of December 1, 2004 (the "Indenture"), as subsequently supplemented by that certain First Supplemental Indenture dated as of January 1, 2005 (the "First Supplemental Indenture");

WHEREAS, the Standby Agreement provides that interest will accrue on the School Warrants at a "Bank Rate" of interest equal to (A) the "Base Rate" plus 2.00%, or (B) from the earlier of (i) the date any amounts owed by the County under the Standby Agreement are not paid and (ii) the occurrence of an event of default, the "Base Rate" plus 3.00% (the "Standby Rate");

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. 1105736-TBB9 (the "Bankruptcy Case") before the United States Bankruptcy Court for the Northern District of Alabama, Southern Division (the "Bankruptcy Court");

WHEREAS, Depfa contends that certain prepetition defaults occurred under the Standby Agreement or the Indenture, and the County

disputes such contentions;

WHEREAS, the Indenture Trustee (as defined below) notified the County of certain prepetition Events of Default under the Indenture in 2009, and the County disputes such contentions;

WHEREAS, the County contends that the Standby Rate is an improper rate of interest on the School Warrants under various provisions of the Bankruptcy Code, and Depfa disputes such contentions;

WHEREAS, the County has transferred \$21,294,939.38 (the "Early Redemption Amount") to U.S. Bank National Association, a national banking association, as successor to SouthTrust Bank and Wachovia Bank, National Association, in its capacity as indenture trustee under the Indenture and the First Supplemental Indenture (the "Indenture Trustee") for purposes of making mandatory redemption payments on account of either the School Warrants or the Limited Obligation School Warrants, Series 2005-A (the "Series 2005-A Warrants") on or around March 1, 2013, pursuant to Section 9.1 of the Indenture (as modified by Section 1.5 of the First Supplemental Indenture) and Section 2.1(0 of the First Supplemental Indenture; and

WHEREAS, the Parties and their counsel have engaged in good faith, arms' length settlement discussions regarding a consensual resolution of certain disputes among them and have reached agreement concerning, among other matters, the potential treatment of claims arising from the School Warrants in a chapter 9 plan of adjustment for the County and the disposition of the Early Redemption Amount.

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

AGREEMENT

Section 1. Disposition of the Early Redemption Amount.

(a) The County agrees to direct the Indenture Trustee to utilize the Early Redemption Amount to make mandatory redemptions of the School Warrants in March 2013, and not to take any action to interfere with such mandatory redemption by seeking to interpose the automatic stays of Bankruptcy Code sections 362(a) and 922(a) to such utilization.

(b) The County further agrees that, notwithstanding any provision to the contrary in the Indenture or the First Supplemental Indenture, the County will not direct the Indenture Trustee to credit any portion of the Early Redemption Amount against the principal amount of the School Warrants scheduled for redemption pursuant to the amortization schedule set forth in the First Supplemental Indenture or otherwise.

Section 2. Disposition of Certain Future Tax Proceeds During the Chapter 9 Case.

(a) If future excess tax proceeds available for mandatory redemptions under the Indenture and the First Supplemental Indenture ("Future Tax Proceeds") are collected during the pendency of the Bankruptcy Case, the County agrees to direct the Indenture Trustee to utilize such Future Tax Proceeds to make mandatory redemptions of the School Warrants on the next applicable redemption date.

(b) The County further agrees that, notwithstanding any provision to the contrary in the Indenture or the First Supplemental Indenture, the County will not direct the Indenture Trustee to credit any portion of Future Tax Proceeds utilized for mandatory redemptions during the pendency of the Bankruptcy Case against the principal amount of the School Warrants-scheduled for redemption pursuant to the amortization schedule set forth in the First Supplemental Indenture or otherwise.

Section 3. Agreed Terms of an Acceptable Plan.

The County shall propose an Acceptable Plan (as defined below), and Depfa agrees that, so long as it is the legal or beneficial owner of any School Warrants and has been properly solicited pursuant to Bankruptcy Code sections 1125 and 1126, it shall timely vote or cause to be voted (i) any and all claims arising from or in connection with such School Warrants, and (ii) any and all claims arising from or in connection with the Standby Agreement (and not revoke, modify, or withdraw that vote) to accept a chapter 9 plan that includes the following provisions (an "Acceptable Plan"):

(a) A single class will be separately classified and include (i) any and all claims arising from or in connection with the School Warrants, and (ii) any and all claims arising from or in connection with the Standby Agreement (the "Separate Class").

(b) Commencing on the plan's "Effective Date" and except as otherwise provided in the plan, each holder of claims in the Separate Class will on account of such holder's claim retain such holder's preexisting numbered School Warrants, which will be repaid on the terms and conditions set forth in the Standby Agreement, the Indenture, and the First Supplemental Indenture; in each case as modified by the plan in accordance with the terms hereof.

(c) Pursuant to Bankruptcy Code section 1123(a)(5)(F), the Standby Agreement will be modified in the following respects:

(i) Effective as of August 31, 2013, the "Bank Rate" shall be defined to mean the Prime Rate plus 2.25% (the "New Bank Rate").

(ii) All Events of Default under the Standby Agreement (including cross-defaults) that occurred prior to or that were continuing on February 11, 2013, shall be deemed waived and of no further force or effect, without any requirement that the County take any action to cure or otherwise eliminate any such Event of Default. For the avoidance of doubt, and except as otherwise provided in Section 3(c)(iii) of this Agreement, the fact that an Event of Default existed at any time prior to, or at the time of, the effective date of this Agreement shall not give rise to any argument or claim that any future occurrence or re-occurrence of such type of Event of Default has been excused or waived

(prospectively or otherwise) under the preceding sentence.

(iii) All Events of Default that could result under the Standby Agreement (including cross-defaults) due to the occurrence of any of the following events during the period between February 11, 2013 and the plan's "Effective Date" shall be deemed waived and of no further force or effect: (a) the pendency of the Bankruptcy Case, (b) the pendency of a proceeding regarding the "Segregated Account" of Ambac Assurance Corporation ("Ambac") in Wisconsin state court and the pendency of a chapter 11 bankruptcy case regarding Ambac Financial Group Inc.; and (c) the County's retention of \$3,756,625.75 (the "Retained Amount") in the Jefferson County Limited Obligation Warrant Revenue Account during the pendency of the Bankruptcy Case notwithstanding any contrary provision of the Indenture or the First Supplemental Indenture. In addition, all Events of Default that could result under the Standby Agreement (including cross-defaults) due to the occurrence of any of the following events during the period after the plan's "Effective Date" shall be deemed waived and of no further force or effect: (a) the pendency of a proceeding regarding the "Segregated Account" of Ambac in Wisconsin state court and (b) the pendency of a chapter 11 bankruptcy case regarding Ambac Financial Group Inc.

(d) Provided that no Events of Default (other than those waived pursuant to the provisions described in Section 3(c)(ii)-(iii) above) occur under the Standby Agreement, the Indenture, or the First Supplemental Indenture after February 11, 2013, each holder of claims in the Separate Class shall irrevocably waive and release any claim or right to receive interest at a rate higher than the New Bank Rate for any period beginning on or after August 31, 2013, either from the County or from Ambac, including, without limitation, under Ambac's Financial Guaranty Insurance Policy number 23545BE (the "Policy"). For the avoidance of doubt, if any Events of Default (other than those waived pursuant to the provisions described in Section

3(c)(ii)-(iii) above) occur under the Standby Agreement, the Indenture, or the First Supplemental Indenture after February 11, 2013, the holders of claims in the Separate Class will not be deemed to have waived any claims or rights against the County or Ambac for interest at the Base Rate plus 3.00% under the Standby Agreement from and after the occurrence of such Events of Default.

(e) The aggregate amount of any interest paid on account of claims in the Separate Class during the period between August 31, 2013 and the "Effective Date" of the plan at a rate higher than the New Bank Rate will be defined as the "True-Up Amount." On the first interest payment date after the "Effective Date" of the plan, (i) the aggregate outstanding principal balance of the School Warrants will be reduced by an amount equal to the True-Up Amount rounded down to the nearest authorized denomination of the School Warrants, and (ii) the remainder of the True-Up Amount after giving effect to the principal reduction referenced in clause (i) of this sentence will be subtracted from the interest otherwise payable on such interest payment date on account of the School Warrants.

(f) If Future Tax Proceeds are collected after the "Effective Date" of the plan, the County agrees to direct the Indenture Trustee to utilize such Future Tax Proceeds to make mandatory redemptions of the School Warrants on the next applicable redemption date. The County further agrees that, notwithstanding any provision to the contrary in the Indenture or the First Supplemental Indenture, the County will not direct the Indenture Trustee to credit any portion of Future Tax Proceeds utilized for mandatory redemptions after the "Effective Date" of the plan against the principal amount of the School Warrants scheduled for redemption pursuant to the amortization schedule set forth in the First Supplemental Indenture or otherwise.

(g) On the plan's "Effective Date," or as soon thereafter as practicable, the County will release any hold on the Retained Amount, and the Retained Amount shall thereafter be available for distribution in accordance with the provisions of the Indenture and the First Supplemental Indenture.

(h) Except as otherwise specified above, the plan will not contain any modifications to the Indenture, the First Supplemental Indenture, or the Standby Agreement or anything else that would adversely affect the rights and remedies otherwise available to the holders of claims in the Separate Class.

Section 4. Additional Commitments of the Parties Under the Agreement.

4.1. Support of an Acceptable Plan.

Depfa agrees that, so long as this Agreement has not been terminated in accordance with its terms, Depfa shall:

(a) not directly or indirectly solicit, support, prosecute, encourage, or respond in the affirmative to any other proposal or offer of refinancing, reorganization, or restructuring of the County or the School Warrants, or any other transaction, that could reasonably be expected to hinder, block, prevent, delay, or impede the formulation, proposal, or confirmation of an Acceptable Plan;

(b) not object to, challenge, or otherwise commence or participate in any proceeding opposing any of the terms of the restructuring proposal contemplated by this Agreement and an Acceptable Plan;

(c) not seek or support appointment of a trustee for the County or dismissal of the Bankruptcy Case; and

(d) not take any other action inconsistent with the restructuring proposal contemplated by this Agreement and an Acceptable Plan.

4.2. Transfer of Claims.

(a) Depfa hereby agrees that it shall not sell, transfer, loan, issue, pledge, hypothecate, assign, or otherwise dispose of (each such action, a "Transfer"), directly or indirectly, all or any of its claims against the County, including any of the School Warrants (or any voting rights associated therewith), unless the transferee thereof agrees in writing to assume and be bound by this Agreement, agrees to assume the

obligations of Depfa under this Agreement, and delivers such writing to each of the Parties within five (5) business days of the relevant Transfer (each such transferee becoming, upon a Transfer, a Party hereunder). Depfa may Transfer its claims, rights, and obligations under the Indenture, First Supplemental Indenture, or Standby Agreement to an affiliate as long as such Transfer complies with the procedure set forth in the first sentence of this Section 4.2(a). Such Transfer by Depfa to an affiliate shall satisfy any consent required (if any) by the County under the Indenture, First Supplemental Indenture, or Standby Agreement. Any Transfer of any claim against the County that does not comply with the procedure set forth in the first sentence of this Section 4.2(a) shall be deemed void ab initio.

(b) Unless and until all claims against the County are transferred, the transfer of any claim against the County shall not release the transferor from any of its other obligations and duties hereunder.

4.3. Further Acquisition of Claims.

This Agreement shall in no way be construed to preclude Depfa from acquiring additional claims against the County; provided, however, that any additional claims against the County acquired by Depfa shall automatically be deemed to be subject to the terms of this Agreement, including, but not limited to, the voting requirements set forth in Section 3 hereof.

4.4. Most Favored Nation Rights.

If the County enters into a settlement or agreement with holders of the Series 2005-A Warrants or holders of the Limited Obligation School Warrants, Series 2004-A (the "Series 2004-A Warrants") regarding the treatment of claims related to the Series 2005-A Warrants or the Series 2004-A Warrants under a chapter 9 plan (an "Other School Warrant PSA"), the County shall inform Depfa in writing of such Other School Warrant PSA within three (3) business days of the effective date of such Other School Warrant PSA. If such Other School Warrant PSA contemplates that a chapter 9 plan will enhance, improve or otherwise benefit the rights of holders of the Series 2005-A Warrants or holders of the Series 2004-A Warrants, then the County will agree to amend this Agreement to provide that any Acceptable Plan must also include provisions that provide equivalent enhancements, improvements, or benefits for the holders of claims in the Separate Class.

Section 5. Mutual Representations, Warranties, and Covenants.

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

(a) Subject to the provisions of Bankruptcy Code sections 1125 and 1126, this Agreement is a legal, valid, and binding obligation of such Party, and the actions to be taken by each Party are within such Party's powers and have been duly authorized by all necessary action on its part.

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

(c) Subject to the provisions of Bankruptcy Code sections 1125 and 1126 and except for the Jefferson County Commission, the execution, delivery, and performance by such Party of this Agreement does not and shall not require any registration or filing with, consent or approval of, or notice to, or other action to, with or by, any Federal, state, or other governmental authority or regulatory body.

Section 6. Reservation of Rights.

This Agreement and any Acceptable Plan are part of a proposed settlement of disputes among the Parties. Except as expressly provided in this Agreement, nothing herein is intended to, does, or shall be deemed in any manner to waive, limit, impair, or restrict the ability of any Party to protect and preserve its rights, remedies, and interests. Nothing herein shall be deemed an admission of any kind. Nothing in this Agreement shall constitute a modification or amendment of the Indenture, the First Supplemental Indenture, or the Standby Agreement.

Section 7. Acknowledgments.

This Agreement is the product of good faith, arm's length negotiations among the Parties and their respective representatives. This Agreement 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. Each Party further acknowledges that no securities of the County are being offered or sold hereby and that this Agreement does not constitute an offer to sell or a solicitation of an offer to buy any securities of the County.

Section 8. Termination.

8.1. Termination Events.

The term "Termination Event," wherever used in this Agreement, means the occurrence of any of the following events (whatever the reason for such Termination Event and whether it is voluntary or involuntary):

(i) the Bankruptcy Case shall have been dismissed and a Party delivers written notice (a "Notice of Termination") to the other Party in accordance with Section 10.10 hereof, informing the other Party of its intent to terminate its obligations under this Agreement;

(ii) any court shall enter a final, non-appealable judgment or order declaring this Agreement to be unenforceable and a Party delivers a Notice of Termination to the other Party in accordance with Section 10.10 hereof, informing the other Party of its intent to terminate its obligations under this Agreement;

(iii) the County determines to file a plan that is not an Acceptable Plan (which, for the avoidance of doubt and notwithstanding anything to the contrary contained in this Agreement, will not constitute a breach of this Agreement); or any Party has breached any material provision of this Agreement and any such breach remains uncured or not waived in writing by each of the Parties for a period of ten (10) business days after any non-breaching Party has delivered a Notice of Termination with respect to such breach (specifically referencing this Section 8.1(iv)) to the breaching Party in accordance with Section 10.10 hereof. If any of the foregoing Termination Events occur, then this Agreement shall terminate as to all Parties.

The foregoing Termination Events are intended solely for the benefit of the Parties; provided, however, that no Party may terminate this Agreement based upon a material breach or a failure of a condition (if any) in this Agreement arising solely out of its own actions or omissions.

8.2. Consent to Termination.

This Agreement shall be terminated immediately upon written agreement of all the Parties to terminate this Agreement; provided, however, that such termination of the Agreement shall not restrict the Parties' rights and remedies with respect to any prior breach of the Agreement by any Party.

8.3. Effect of Termination.

If this Agreement is terminated, then this Agreement will forthwith become null and void as to all Parties, and there will be no continuing liability or obligation on the part of any Party hereunder as of the date of such termination, except as otherwise provided in Section 8.2; provided, however, that termination of this Agreement pursuant to Sections 8.1 (iii) and 8.1(iv) hereof (but only, in the case of Section 8.1(iv), to the extent that the County is the breaching Party) shall not terminate the County's obligations under Sections 1, 2, and 3(g) hereof, including, without limitation, regarding not crediting any portion of the Early Redemption Amount or any portion of Future Tax Proceeds utilized for mandatory redemptions during the pendency of the Bankruptcy Case against the principal amount of the School Warrants scheduled for redemption pursuant to the amortization schedule set forth in the First Supplemental Indenture or otherwise; provided further, that the continuation (after a termination of this Agreement) of the County's obligations under Section 3(g) will not preclude the County from proposing a plan of adjustment that modifies or cancels the Indenture or the First Supplemental Indenture and will require only that the County release any hold on the Retained Amount and distribute the Retained Amount to holders of the School Warrants, the Series 2005-A Warrants, or the Series 2004-A Warrants on the plan's "Effective Date," or as soon thereafter as practicable. Depfa reserves all of its rights and remedies in the event that the County files a plan of adjustment that is not an Acceptable Plan.

Section 9. Effectiveness of the Agreement.

This Agreement shall become effective as of February 11, 2013, once duly executed by each Party. Notwithstanding the foregoing, the provisions of Section 3 hereof shall become effective only as part of a confirmed plan and only upon the date that such plan becomes effective.

Section 10. Miscellaneous Terms.

10.1. Binding Obligation; Savings Clause.

Subject to the provisions of Bankruptcy Code sections 1125 and 1126, this Agreement is a legally valid and binding obligation of the Parties, enforceable in accordance with its terms, and shall inure to the benefit of the Parties and their respective successors, assigns, and representatives. Nothing in this Agreement, express or implied, shall give to any person or entity, other than the Parties and their respective successors, assigns, and representatives, any benefit or any legal or equitable right, remedy, or claim under this Agreement. Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall not constitute an agreement by the County or Depfa 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.

10.2. Headings.

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

10.3. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE "CHOICE OF LAW" PRINCIPLES OF THAT OR ANY OTHER JURISDICTION. By its execution and delivery of this Agreement, each of the Parties hereby irrevocably and unconditionally agrees that any dispute with respect to this Agreement shall be resolved by the Bankruptcy Court (or, to the extent the Bankruptcy Court declines to exercise jurisdiction, then any court in the state of New York), which shall also have non-exclusive jurisdiction and power to enforce the terms of this Agreement. Each of the Parties hereby irrevocably submits to the personal jurisdiction of the Bankruptcy Court (and, to the extent the Bankruptcy Court declines to exercise jurisdiction, then any court in the state of New York) solely for purposes of the foregoing sentence and irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or

proceeding. Each of the Parties irrevocably consents to service of process by mail at the addresses listed for such Party in Section 10.10 hereof. Each of the Parties agrees that its submission to jurisdiction and consent to service of process by mail is made for the sole and express benefit of each of the other Parties to this Agreement.

10.4. Complete Agreement; Interpretation; Modification and Waiver.

(a) The Agreement constitutes the complete agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, between or among the Parties with respect thereto.

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

(c) This Agreement may only be modified, altered, amended, or supplemented by an agreement in writing signed by each Party. No waiver of any provision of this Agreement or any default, misrepresentation, or breach of any representation, warranty, or covenant hereunder, whether intentional or not, shall be valid unless the same is made in a writing signed by the Party making such waiver, nor will such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of any representation, warranty, or covenant hereunder, or affect in any manner any rights arising by virtue of any prior or subsequent default, misrepresentation, or breach of any representation, warranty, or covenant.

10.5. Specific Performance.

The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, the Parties agree that, in addition to any other remedies, each Party shall be entitled to enforce the terms of this Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy and without regards to anything to the contrary contained in applicable law. Each Party hereby waives any requirement for the securing or posting of any bond in connection with such remedy. Each Party further agrees that the only permitted objection that it may raise in response to any action for equitable relief is that it contests the existence of a breach or threatened breach of this Agreement.

10.6. Execution of the Agreement.

This Agreement may be executed and delivered (by facsimile, PDF, or otherwise) in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

10.7. Independent Due Diligence and Decision-Making.

Each Party hereby confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions and prospect of the County. Each Party acknowledges that any materials or information furnished to it by any other Party has been provided for informational purposes only, without any representation or warranty by such other Party.

10.8. Settlement Discussions.

This Agreement and the restructuring proposal contemplated by an Acceptable Plan are part of a proposed settlement of disputes among the Parties. Nothing herein shall be deemed an admission of any kind. If the transactions contemplated herein are not consummated, or following the occurrence of a Termination Event as set forth herein, if applicable, nothing shall be construed herein as a waiver by any Party of any or all of such Party's rights and the Parties expressly reserve any and all of their respective rights. Pursuant to Federal Rule of Evidence 408 and any applicable state rules of evidence, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms of this Agreement.

10.9. Legal and Other Fees.

All of the Parties shall bear their own respective costs and expenses, including legal and other professional fees, associated with the negotiation and implementation of this Agreement.

10.10. Notices.

All notices hereunder (including, without limitation, any Notice of Termination), shall be deemed given if in writing and delivered, if sent by telecopy, electronic mail, courier, or by registered or certified mail (return receipt requested) to the following addresses and telecopier numbers (or at such other addresses or telecopier numbers as shall be specified by like notice):

If to the County:

Jefferson County, Alabama

Attn: 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

-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@babbc.com

-and-

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

If to Depfa:

Depfa Bank PLC
Attn: Randy Himelfarb
622 Third Avenue, 29th Floor
New York, NY 10017
Facsimile: (212) 905-4779
E-mail: randy.himelfarb@depfa.com

-and-

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, NY 10004
Attn: Israel David, Esq.; Gary L. Kaplan, Esq.
Telecopier: (212) 859-4000
E-mail: israel.david@friedfrank.com; gary.kaplan@friedfrank.com

Any notice given by delivery, mail, or courier shall be effective when received. Any notice given by telecopier shall be effective upon oral or machine confirmation of transmission. Any notice given by electronic mail shall be effective upon oral or machine confirmation of receipt.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

DEPFA BANK PLC

By: Its:

DEPFA BANK PLC

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.

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, February 28, 2013.

President

ATTEST

Minute Clerk