

STATE OF ALABAMA)

JEFFERSON COUNTY) November 8, 2011

The Commission convened in regular session at the Birmingham Courthouse at 9:05 a.m., David Carrington, President, presiding and the following members present:

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

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of October 25, 2011, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

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The Commission met in Work Session on November 1, 2011, and approved the following items to be placed on the November 8, 2011, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 (excluding the Chief Operating Officer position under Critical Needs) through 11.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 16.
- Commissioner Carrington, Administrative Services Committee - Items 1 (for information only) and 2.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 8. Staff Development items were added for Commission Knight and Marcus Husky to attend a stormwater seminar. (E-mail dated November 4<sup>th</sup> from Marcus Husky stated Commissioner Knight and he would not be attending the seminar.)
- Commissioner Stephens, Finance & Information Technology Committee Items A through U.

Commissioner Brown discussed with the Commission the Proposed Limited Income Sewer Assistance Program. She also stated that there were approximately 250 jobs available at Dollar General and that the facility should be up and running by December.

Derrick Williams, Director of Jefferson Rehabilitation & Health Center gave an operations outline update regarding the total number of County employees, total number of residents and major repair concerns at the Center.

Commissioner Carrington stated that he was of the opinion that a job search should be held for the position of Chief Financial Officer and that the person should be a CPA.

Commissioner Carrington said that he and Commissioner Stephens would be meeting with Judge Johnson Monday, November 7, 2011, to give a status report regarding the sewer debit negotiations. He then recessed the Administrative Services Committee Meeting to be reconvened Monday, November 7<sup>th</sup> at 3:00 p.m.

The Administrative Services Committee Meeting reconvened at 3:00 p.m. on Monday, November 7<sup>th</sup> with all Commissioners present.

Commissioner Carrington gave updates on the County issues:

- 1) sewer rate analysis;
- 2) sewer settlement update
  - a) IRS meeting in Washington, D.C. on November 3, 2011
  - b) Judge Johnson status conference in Phoenix City on November 7, 2011
  - c) status of settlement documents
- 3) General Fund update
  - a) no assurance that the Governor will call a Special Session with or without a settlement agreement
  - b) at this moment, there is no legislative consensus on a General Funds fix or moral obligation
  - c) need to begin finalize plans for an additional \$40 million dollars in annualized cuts - Commissioner Stephens stated implementation is needed by December 1<sup>st</sup>.

Resolutions A through D were added to the Commission Agenda for Tuesday, November 8, 2011 Regular Meeting.

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A Public Hearing was held to receive comments on the following liquor application. There being no comments, the Commission took the following action.

Nov-8-2011-861

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Suzanne Michelle Lunceford, d/b/a Smith's Camp Store located at 8763 Smith Camp Road, Adger, AL 35006, for an on/off premise retail beer license, be and hereby is approved.

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

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A Public Hearing was held to receive comments on approval of a bond issuance pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended, by the Public Park and Recreation Board of Jefferson County, for the benefit of the Young Men's Christian Association. (Bond Financed Facilities-Highway 150 and Shades Crest Road property).

Nov-8-2011-862

RESOLUTION FOR APPROVAL OF BONDS PURSUANT TO  
SECTION 147(t) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED

WHEREAS, The Public Park and Recreation Board of Jefferson County, a public corporation organized under the laws of the State of Alabama (the "Board"), proposes to issue its revenue bonds in an amount not to exceed \$4,000,000 (the "Bonds") to provide financing for the benefit of the Young Men's Christian Association of Birmingham, an Alabama non-profit corporation (the "YMCA"); and

WHEREAS, the Board proposes to use the proceeds of the Bonds to finance the acquisition, construction and equipping of certain fitness, athletic and recreation facilities (the "Bond Financed Facilities"). The Bond-Financed Facilities will include (1) approximately 9.6 acres of real property located 2250 Highway 150, which is at the corner of Highway 150 and Shades Crest Road in the City of Hoover, Jefferson County, Alabama, (2) an existing building of approximately 53,000 square feet, (3) renovations, additions, and improvements to such building necessary in order for it to be used as a YMCA facility for the wellness, fitness and exercise of youth and families, and (4) equipment useful in connection with the proposed operations at the Bond-Financed Facilities, including exercise and fitness equipment, furniture and office equipment. The Bond-Financed Facilities will be located wholly within the City of Hoover, Jefferson County, Alabama; and

WHEREAS, the Board proposes to lease the Bond-Financed Facilities to the YMCA, as the initial manager or operator thereof; and

WHEREAS, the Bonds will be limited obligations of the Board and will be payable solely from the rentals payable by the YMCA and any other revenues or receipts derived by the Board from the Bond-Financed Facilities. The lease agreement between the Board and the YMCA will provide for the payment of rentals by the YMCA sufficient to pay debt service on the Bonds when due. The Bonds will be secured under an agreement whereby the Board will pledge the rentals and other receipts from the Bond Financed Facilities for the benefit of the holders of the Bonds. The Bonds will not be general obligations of the Board and will not in any way constitute a debt, liability or obligation of the State of Alabama, Jefferson County, Alabama, the City of Hoover, Alabama or any other political subdivision of the State of Alabama. The Bonds will not be payable from any tax revenues; and

WHEREAS, a public hearing concerning the proposed issuance of the Bonds was held in the County Commission Chambers at the Jefferson County Courthouse in Jefferson County, Alabama at 9 a.m. on Tuesday, November 8, 2011; notice of such hearing was given by publication in The Birmingham News on October 17, 2011, and such hearing provided an opportunity for persons with different views on the proposed issuance of the Bonds and the location and nature of the Bond-Financed Facilities to express their views, both orally and in writing.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF JEFFERSON COUNTY, ALABAMA that it hereby consents to and approves the issuance of the Bonds for the purposes set forth herein. This consent and approval is being given pursuant to, and solely for the purpose of, the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, and this consent to and approval of the issuance of the Bonds should not be construed as expressing any view whatsoever as to the financial feasibility of the Bond-Financed Facilities or the adequacy of any security provided for the Bonds. This certificate shall never be taken to impose any liability of any kind whatsoever upon the County Commission or Jefferson County, Alabama.

Dated: November 8, 2011.

W. D. Carrington

Chairman of the Jefferson County Commission

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

Nov-8-2011-863

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-2011-021 Harold E. Nethery, owner. Change of zoning on Parcel ID# 5-13-0-0-87.2 in Section 13 Twp 15 Range 5 West from A-1 (Agriculture) to C-1 (Commercial) for retail sales of portable accessory structures. (Case Only: 7705 Highway 78 W; Dora, AL 35062) (DORA) (2.9 Acres M/L)

RESTRICTIVE COVENANTS: 1. The property is to be used only for retail sales of portable accessory structures; 2. prior to commencing any disturbance of, or development/construction activity on, the subject property; and before establishing any commercial activity on, or use of, the subject parcel; a site development plan must be approved by the Jefferson County Planning & Zoning Commission, with full construction plans to follow any approval thereof; and, 3. all access points to this property shall be subject to review and approval by the Department of Roads and Transportation.

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2011-021 be approved subject to filing of covenants. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Z-2011-022 Mark J. & Rhonda M. Foster, owners. Change of zoning on Parcel ID# 43-27-2-0-4, Lots 4 & 5 Rebecca's Hollow, in Section 27 Twp 20 Range 5 West from R-1 (Single Family) to A-1 (Agriculture) for residence with horses. (Case Only: 8216 Russell Drive; McCalla, AL 35111) (MCCALLA) (7.31 Acres M/L)

Motion was made by Commissioner Stephens seconded by Commissioner Bowman that Z-2011-022 be approved. Voting "Aye" Stephens, Bowman, Brown, Carrington and Knight.

JEFFERSON COUNTY COMMISSION  
Finance Department  
Unusual Demands  
11/08/2011

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	FILM DEVELOPING, POSTAGE TAX COLL AND SEWER BILLIN	GEN SVCS: ADMIN	164.09	1900053682
DISTRICT 1	1000240	GIATTINA FISHER AYCOCK	REIMBURSABLES 1602-PROBATE INV 28865 PRINTS	GEN SVCS: ADMIN	554.34	1900054004
DISTRICT 1	1000240	GIATTINA FISHER AYCOCK	REIMBURSABLES 1602RENOV INV 28866 PRINTS	GEN SVCS: ADMIN	63.79	1900054005
*DISTRICT 1					782.22	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH COM DEV: TRAVEL REFUND - F. HAMILTON	COMMUNITY DEV	20.01	1900053605
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH COM DEV: XRF LEAK TEST - STATE MANDATED	COMMUNITY DEV	39.00	1900053606
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REIMBURSEMENT FOR TRAVEL SEPTEMBER 11-14	SENIOR CITIZEN SER	15.26	1900053803
DISTRICT 2	1000193	JEFFERSON CO TREASURER	HERBICIDE APPLICATOR'S LICENSE FEE & ROOFING NAILS	R&T: HIWAY MAINT-BESS	122.71	1900053639
DISTRICT 2	1000817	AMERICAN SOCIETY OF	ASCE 2012 MEMBERSHIP RENEWAL EWS #136566	R&T: ADMIN	255.00	1900053642
DISTRICT 2	1000917	E WAYNE SULLIVAN	TRAVEL REIMBURSEMENT (8/15-19) ACCA CONVENTION	R&T: ADMIN	70.60	1900053638
*DISTRICT 2					522.58	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. POSTAGE-BIRMINGHAM(TITLE APP) 73.67	REVENUE	73.67	1900053592

DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. TRAVEL AUDIT-BRUCE THOMPSON 7/16/11	REVENUE	21.05	1900053594
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. TRAVEL AUDIT-EDGAR WOODIS 7/10/2011	REVENUE	8.42	1900053596
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. TRAVEL AUDIT-W. S. MOORE 6/25-7/2	REVENUE	12.92	1900053597
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. MILEAGE-ENFORCEMENT EXAMINERS SEPT	REVENUE	106.52	1900053953
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. MILEAGE-ENFORCEMENT EXAMINERS SEPT	REVENUE	524.08	1900053954
DISTRICT 3	1000734	REAL ESTATE RESEARCH CRP	2012 OPERATING YEAR RERC REAL ESTATE REPORT	BD OF EQUAL - BHAM STATE	500.00	1900053601
DISTRICT 3	1028572	ACCUPRINT	PRINT OF BROCH	TAX ASSESS BHAM MAP	2,974.08	1900053902
*DISTRICT 3					7,194.82	
DISTRICT 4	1000055	AMER PUBLIC WORKS ASN	APWA MEMBERSHIP RENEWAL FOR MIKE HARTER	EMA	145.00	1900053871
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD;BINDER;PAPER;CAKE FOR RESIDENT;DETERGENT	YOUTH DETEN: SUPPORT SVCS	140.93	1900053503
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - CAD HOSPITALITY RM, PRIZE BOOTH, ELECTRICIAN	EMA	516.20	1900053572
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FEMA DR-1971 DONATIONS WAREHOUSE SERVICES & GAS	EMA	435.00	1900053574
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - CAD SECURITY & FOOD	EMA	290.01	1900053947
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FEMA DR-1971 DONATIONS WAREHOUSE SERVICES & FUEL	EMA	435.00	1900053948
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - FOOD, SUPPLIES	EMA	151.64	1900053946
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FEMA DR-1971 DONATIONS WAREHOUSE SERVICES	EMA	375.00	1900053607
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - CAD BUS TRANSPORTATION & SECURITY	EMA	520.00	1900053608
DISTRICT 4	1000193	JEFFERSON CO TREASURER	2011 COMMUNITY AWARENESS DAY-SUPPLIES PER REC	LAND DEVELOPMENT	30.53	1900053923
DISTRICT 4	1000587	JEFF CO TREASURER 8/30/11	HOUSE DIST 45 ELECTION-VOTER LIST	BD OF REGISTRARS	1,230.00	1900054032
DISTRICT 4	1000587	JEFF CO TREASURER 8/30/11	HOUSE DIST 45 ELECTION-VOTER LIST	BD OF REGISTRARS	1,207.65	1900054033
DISTRICT 4	1000587	JEFF CO TREASURER 10/11/11	PRIM RUNOFF HOUSE DIST 45 ELECT-VOTERLIST	BD OF REGISTRARS	1,208.25	1900054031
*DISTRICT 4					6,685.21	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REIMBURSEMENT KIM KINDER_BSHRM	PER BD: WKFORCE ANALYSIS	20.00	1900053576
DISTRICT 5	1028641	LUTHER B. WALKER, JR.	REFUND RETIREE SEPT MED PREM: MEDICARE ELIGIBLE	HR ADMIN	324.08	1900053635
DISTRICT 5	1028645	STEPHANIE TAYLOR	ASSESSOR_TAYLORSTEPHANIE_0811GRADUATEASSMENT\	PER BD: TESTING	159.02	1900053910
DISTRICT 5	1028646	JUDENE TULLOCH	ASSESSOR_TULLOCHJUDENE_0811GRADUATEASSMENT\	PER BD: TESTING	242.45	1900053802
DISTRICT 5	1028647	BRITTANY GREGORY	ASSESSOR_GREGORYBRITTANY_0811GRADUATEASSMENT\	PER BD: TESTING	194.44	1900053891
DISTRICT 5	1028648	PAVITRA KAVYA	ASSESSOR_KAVYAPAVITRA_0811GRADUATEASSMENT\ P	ER BD: TESTING	145.25	1900053900
DISTRICT 5	1028649	COMFORT OSEI-WUSU	ASSESSOR_OSEI-WUSUCOMFORT_0811GRADUATEASSMENT	PER BD: TESTING	125.00	1900053732
DISTRICT 5	1028650	ERIN HARRISON	ASSESSOR_HARRISONERIN_0811GRADUATEASSMENT\	PER BD: TESTING	227.06	1900053894
DISTRICT 5	1028652	JACOB WALDRUP	ASSESSOR_WALDRUPJACOB_0811GRADUATEASSMENT	PER BD: TESTING	125.00	1900053798
DISTRICT 5	1028653	CHRISTOPHER WEDGE	ASSESSOR_WEDGECHRISTOPHER_0811GRADUATEASSMENT\	PER BD: TESTING	490.31	1900053893
DISTRICT 5	1028654	MEREDITH KNIGHT	ASSESSOR_KNIGHTMEREDITH_0811GRADUATEASSMENT	PER BD: TESTING	243.26	1900053715
DISTRICT 5	1028655	KEVIN RUTHERFORD	ASSESSOR_RUTHERFORDKEVIN_0811GRADUATEASSMENT\	PER BD: TESTING	449.00	1900053892
DISTRICT 5	1028656	ANTHONY SCHULTZ	ASSESSOR_SCHULTZANTHONY_0811GRADUATEASSMENT	PER BD: TESTING	125.00	1900053738
DISTRICT 5	1028657	JOSE RODRIGUEZ	ASSESSOR_RODRIGUEZJOSE_0811GRADUATEASSMENT	PER BD: TESTING	125.00	1900053736
DISTRICT 5	1028658	WILLIAM WOOMER	ASSESSOR_WOOMERWILLIAM_0811GRADUATEASSMENT	PER BD: TESTING	125.00	1900053800
DISTRICT 5	1028659	DANIEL KEMP	ASSESSOR_KEMPDANIEL_0811GRADUATEASSMENT\	PER BD: TESTING	232.41	1900053801
DISTRICT 5	1028660	ALEN CHAO	ASSESSOR_CHAOALEN_0811GRADUATEASSMENT	PER BD: TESTING	125.00	1900053685
DISTRICT 5	1028661	KEVIN FRANKE	ASSESSOR_FRANKEKEVIN_0811GRADUATEASSMENT	PER BD: TESTING	125.00	1900053689
DISTRICT 5	1028662	MATTHEW LEO	ASSESSOR_LEOMATTHEW_0811GRADUATEASSMENT	PER BD: TESTING	125.00	1900053725
DISTRICT 5	1028663	CORA SMITH	ASSESSOR_SMITHCORA_0811GRADUATEASSMENT\	PER BD: TESTING	147.68	1900053879
DISTRICT 5	1028664	ALLISON WALLACE	ASSESSOR_WALLACEALLISON_0811GRADUATEASSMENT	PER BD: TESTING	366.79	1900053799
DISTRICT 5	1028665	JESSICA DAMICONE	ASSESSOR_DAMICONEJESSICA_0811GRADUATEASSMENT	PER BD: TESTING	125.00	1900053686
DISTRICT 5	1028666	HERMANSKI JACKSON	ASSESSOR_JACKSONHERMANSKI_0811GRADUATEASSMENT\	PER BD: TESTING	453.05	1900053899
DISTRICT 5	1028667	TRISTAN NELSON	ASSESSOR_NELSONTRISTAN_0811GRADUATEASSMENT	PER BD: TESTING	254.99	1900053729
DISTRICT 5	1028668	SPRUELL ARIES	REIMBURSEMENT SPRUELLARIES_INTERVIEW	PER BD: ADMIN	120.60	1900053683
DISTRICT 5	1028684	VALERIE WALKER	REFUND FOR VISION INS; EMP DID NOT HAVE COVERAGE	HR ADMIN	24.56	1900054008
DISTRICT 5	1028702	TOBRET J. GIBSON	RETREEE REFUND FOR HLTH INS.	HR ADMIN	405.65	1900054009
*DISTRICT 5					5,625.60	
**					20,810.43	

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

## STAFF DEVELOPMENT

### Multiple Staff Development

#### County Attorney - 2 participants

French A. McMillan	\$299.00
Jeffrey M. Sewell	\$299.00
CLE Seminar - necessary to maintain Bar license	
Birmingham, AL - December 2, 2011	

#### Inspection Services - 12 participants

William H. Mullins, III	\$100.00
Roger Lemley	\$100.00
Ronald E. Rogers	\$100.00
Terry M. Lindley	\$100.00
David Cowan	\$100.00
Michael H. Smith	\$100.00
Bobby Bulloch	\$100.00
Jimmy Ray Kennedy	\$100.00
David Frederick	\$100.00
Ted E. Williams	\$100.00
Robert Strickland	\$100.00
James Maze	\$100.00
QCI Stormwater Continuing Education Course	
Pelham, AL - November 9, 2011	
(required by ADEM rule to maintain certified status)	

### Individual Staff Development

#### Commission - Sandra Little Brown

Assn. of County Commissioners of AL 2011 Legislative Conference	\$306.32
Auburn, AL - November 30 - December 1, 2011	

#### County Attorney - Jeffrey Sewell

CLE Seminar - to obtain credit hours necessary to maintain Bar license	\$299.00
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Birmingham, AL - October 14, 2011

Economic Development - LaMorya L. Johnson-Jones 2011 NAWDP Youth Development Symposium Chicago, IL - November 13-16, 2011	\$2,297.02
Community Development - Cynthia P. Daniels ACSPA: Governmental Accounting & Auditing Forum Birmingham, AL - December 7-8, 2011	\$265.00
Emergency Management Agency - Allen Kniphfer IAEM 59 <sup>th</sup> Annual Conference and EMEX 2011 Las Vegas, NV - November 10-17, 2011	\$2,067.12
Land Development - Philip Richardson Complying with Alabama Stormwater Management Regulations Birmingham, AL - November 29, 2011	\$259.00
Probate Court - Sidney F. Browning Probate Judges' Training Conference - Elections Montgomery, AL - November 8-10, 2011	\$215.00
Revenue - Bruce Thompson Tax Audits Dallas & Houston, TX - December 10-17, 2011	\$1,981.00
Revenue - Edgar Woodis Tax Audits Atlanta, GA - December 4-9, 2011	\$1,202.00
Revenue - Charles Bell Tax Audits Charlotte, NC & Atlanta, GA - December 4-9, 2011	\$1,028.00
Tax Assessor - Alecia Jackson AL IV: Introduction to Property Tax Administration class Bessemer, AL - January 18-20, 2012	\$200.00

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

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BUDGET TRANSACTION

Emergency Management Agency \$4,328,238

Rollover funds from FY11 to FY12 for invoices from April 27<sup>th</sup> storm, to be reimbursed by FEMA.

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

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REQUEST FOR CERTIFICATIONS

Cooper Green Mercy Hospital - Medical/Surgical  
Staff Registered Nurse

Cooper Green mercy Hospital - 7East  
Patient Care Technician

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Requests for Certifications be approved. 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 10/13/2011 -10/19/2011

RECOMMENDED FOR:

1. GENERAL SERVICES ADMINISTRATION FROM METRO TRUCK RENTAL, BIRMINGHAM, AL, TRUCK / VAN RENTAL FOR VOTING MACHINES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 -9/30/12.  
SAP PURCHASE ORDER # 2000058647           \$25,000.00   TOTAL           REFERENCE BID # 186-10
2. COMMISSIONER DISTRICT 5 FROM WEST GROUP, CAROL STREAM, IL. OPEN PURCHASE ORDER FOR WEST GROUP LEGAL PUBLICATIONS FOR FISCAL YEAR 2012. SAP PURCHASE ORDER # 2000058688       \$5,000.00   TOTAL
3. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM SOURCEONE HEALTHCARE, MENTOR, OH, OPEN PURCHASE ORDER FOR FUGIRADIOGRAPHIC FILM TO BE ORDERED AS NEEDED FOR IMAGING PROCEDURES FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000058660           \$142,980.00   TOTAL  
AMERINET CONTRACT # 850050362
4. JEFFERSON REHABILITATION AND HEALTH CENTER FROM AMT MEDICAL STAFFING INCORPORATED. BIRMINGHAM. AL, CHANGE ORDER REQUEST TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR TEMPORARY NURSING STAFF. SAP PURCHASE ORDER 4 2000052486    \$108,000.00   TOTAL       REFERENCE RFP # 158-09
5. JEFFERSON REHABILITATION AND HEALTH CENTER FROM TRC STAFFING SERVICES, ATLANTA, GA, CHANGE ORDER REQUEST TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR SUPPLEMENTAL STAFFING SERVICES. SAP PURCHASE ORDER # 2000046980           \$33,200.00   TOTAL       REFERENCE BID # 161-09R
6. JEFFERSON REHABILITATION AND HEALTH CENTER FROM SELECT TEMPLE, PITTSBURGH, PA, CHANGE ORDER REQUEST TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PHYSICAL THERAPY SERVICES. SAP PURCHASE ORDER # 2000043330           \$16,557.85   TOTAL       REFERENCE BID # 95-10
7. BULK STORES WAREHOUSE FROM AURORA CASKET COMPANY, AURORA, IN, TO AWARD BID FOR ADULT CASKETS. REFERENCE BID # 203-11           \$0.00   TOTAL
8. COOPER GREEN MERCY HOSPITAL FROM EVENFLO, CLEVELAND, OH, TO AWARD BID FOR INFANT (CAR) SEATS. REFERENCE BID # 21 1-1 1           \$0.00   TOTAL
9. COMMISSIONER DISTRICT 5 FROM WEST GROUP, CAROL STREAM, IL, FOR OPEN PURCHASE ORDER FOR WESTLAW ON-LINE LEGAL RESEARCH TO BE ORDERED AS NEEDED FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000058770           \$25,000.00   TOTAL
10. GENERAL SERVICES CENTRAL LAUNDRY FROM INGERSOLL RAND AIR SOLUTIONS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ADDITIONAL PARTS NEEDED TO COMPLETE REBUILDING OF COMPRESSOR. SAP PURCHASE ORDER # 2000057694           \$4,335.00   TOTAL  
REFERENCE BID # 196-11
11. ROADS AND TRANSPORTATION FROM SUNSHINE SUPPLIES, COLUMBIA, TN, TO AWARD BID FOR SILT FENCE AND ACCESSORIES PURCHASES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000058581           \$5,000.00   TOTAL       REFERENCE BID # 5-12
12. COMMUNITY DEVELOPMENT FROM ADVANTAGE WASTE, BIRMINGHAM. AL, TO AWARD BID FOR SEPTIC TANK INSTALLER. REFERENCE BID # 201-11           \$0.00   TOTAL
13. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM SOURCEONE HEALTHCARE, MENTOR, OH, CONTRACT RENEWAL FOR PROCESSOR CHEMICALS FOR THE PERIOD OF 10/01 / 11 - 9/3 0/ 12. SAP PURCHASE ORDER # 2000058514           \$8,000.00   TOTAL       REFERENCE BID # 224-10
14. REVENUE DEPARTMENT FROM TATA CONSULTANCY SERVICES, ISELIN, NJ, TO PROVIDE MAINTENANCE FOR TATA MANTRA INDIA BASED SILVER SUPPORT FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000058855           \$295,751.75 TOTAL           REFERENCE BID # 14-10  
CLARITY CONTRACT # CON-00000427       COMMISSION APPROVED ON 10/5/10; MB: 160, PAGE 160.
15. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM RADIOMETER AMERICA INCORPORATED, CHICAGO, IL, FOR OPEN PURCHASE ORDER FOR RADIOMETER BLOOD GAS SUPPLIES ON AN AS NEEDED BASIS FOR FISCAL YEAR 2012. SAP PURCHASE ORDER # 2000058906           \$28,000.00   TOTAL
16. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM CARDINAL HEALTH, CHARLOTTE, NC, FOR OPEN PURCHASE ORDER FOR CHEMICALS, LABORATORY, REAGENT SUPPLIES ORDERED ON AN AS NEEDED BASIS FOR FISCAL YEAR 2012. SAP PURCHASE ORDER # 2000058902           \$10,000.00   TOTAL

17. COOPER GREEN MERCY HOSPITAL FROM QUALITY PLUS MEDICAL SERVICE, PELHAM, AL, FOR OPEN PURCHASE ORDER FOR HOME CARE OXYGEN FOR THE PERIOD OF 10/01/11 - 9/30/12. SAP PURCHASE ORDER # 2000058875 \$10,500.00 TOTAL REFERENCE BID # 216-09
18. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM SOURCEONE HEALTHCARE (MERRY X-RAY), MENTOR, OH, CONTRACT RENEWAL FOR BARIUM CONTRAST MEDIA FOR THE PERIOD OF 10/01/11 - 9/30/12. SAP PURCHASE ORDER # 21000058764 \$25,000.00 TOTAL AMERINET CONTRACT # 305001 AND #305002
19. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM LANDAUER, MENTOR, OH, RENEWAL QUOTE FOR RADIATION BADGE MONITORING FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000058777 \$6,000.00 TOTAL
20. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM JOHNSON AND JOHNSON, ATLANTA, GA, TO PURCHASE THERMA CHOICE III WITH FLUID CIRCULATION (ITEM # TC003). SAP PURCHASE ORDER # 2000058812 \$5,720.00 TOTAL
21. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM CARDINAL HEALTH, CHARLOTTE, NC, FOR OPEN PURCHASE ORDER FOR CHEMICALS, LABORATORY, REAGENT SUPPLIES ON AN AS NEEDED BASIS FOR FISCAL YEAR 2012 SAP PURCHASE ORDER # 2000058912 \$10,000.00 TOTAL
22. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE BESSEMER FROM HANSON PIPE AND PRODUCTS, DALLAS, TX, FOR OPEN CONTRACT PURCHASE ORDER FOR CONCRETE PIPES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/11 - 9/30/12. SAP PURCHASE ORDER # 2000058791 \$40,000.00 TOTAL REFERENCE BID # 114-09
23. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM TABB TEXTILE COMPANY, ATLANTA, GA, FOR COTTON TERRY TOWELS. SAP PURCHASE ORDER # 2000058702 \$6,283.00 TOTAL REFERENCE BID #85-11

REPORTED FOR:

1. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM CARDINAL HEALTH, CHARLOTTE, NC, TO PAY INVOICES FOR HOSPITAL LABORATORY SUPPLIES. SAP PURCHASE ORDER # 2000058656 \$8,437.40 TOTAL
2. GENERAL SERVICES ADMINISTRATION FROM JOHNSON CONTROLS INCORPORATED, HOOVER, AL, FOR EMERGENCY CHILLER 1 COMPRESSOR REPAIR. SAP PURCHASE ORDER # 2000058737 \$39,415.00 TOTAL
3. COMMISSIONER DISTRICT 5 FROM ALABAMA MESSENGER, BIRMINGHAM, AL, TO PAY INVOICE FOR LEGAL ADVERTISING OF LEGAL NOTICES. SAP PURCHASE ORDER # 2000058467 \$5,000.00 TOTAL
4. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM DECATUR ANESTHESIOLOGY, BIRMINGHAM, AL, TO PAY FINAL CONTRACT INVOICE FOR SEPTEMBER 2011. SAP PURCHASE ORDER # 2000058673 \$180,666.66 TOTAL
5. LAND DEVELOPMENT FROM THE BIRMINGHAM NEWS, CHARLOTTE, NC, FOR ADVERTISING SERVICES. SAP PURCHASE ORDER # 2000058449 \$10,000.00 TOTAL
6. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM CALLAHAN EYE FOUNDATION, BIRMINGHAM, AL, TO PAY OUTSTANDING INVOICE FROM 2010-2011 YEAR. SAP PURCHASE ORDER # 2000058671 \$65,000.00 TOTAL
7. COMMISSIONER DISTRICT 5 FROM FREEDOM COURT REPORTING, BIRMINGHAM, AL, FOR COURT REPORTING SERVICES. SAP PURCHASE ORDER # 2000058466 \$8,000.00 TOTAL
8. PROBATE COURT FROM AMCAD, BROADWAY, VA, TO PAY INVOICE (#24-JEFFCO-MA) FOR MAINTENANCE AND SUPPORT FOR AILIS SOFTWARE FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000058776 \$167,258.00 TOTAL REFERENCE BID # 149-10 CLARITY CONTRACT # CON-00001562 COMMISSION APPROVED 11/2/10, MB: 160, PAGE 608.
9. JEFFERSON REHABILITATION AND HEALTH CENTER FROM AMT MEDICAL STAFFING, BIRMINGHAM, AL, FOR TEMPORARY NURSE STAFFING FISCAL YEAR 2012. (CONTRACT EXCEEDED APPROVED AMOUNT BEFORE CONTRACT END DATE). SAP PURCHASE ORDER # 2000058760 \$390,000.00 TOTAL REFERENCE BID # 158-09
10. JEFFERSON REHABILITATION AND HEALTH CENTER FROM TRC STAFFING SERVICES, ATLANTA, GA, FOR TEMPORARY NURSE STAFFING FISCAL YEAR 2012. (CONTRACT EXCEEDED APPROVED AMOUNT BEFORE CONTRACT END DATE). SAP PURCHASE ORDER # 2000058765 \$35,000.00 TOTAL REFERENCE BID # 161-09R
11. COOPER GREEN MERCY HOSPITAL FROM MEDICAL DATA SYSTEMS INCORPORATED, VERO BEACH, FL, TO PAY OUTSTANDING INVOICES (#64892, 65372, and 65492). SAP PURCHASE ORDER # 2000058829 \$39,582.00 TOTAL

12. COOPER GREEN MERCY HOSPITAL FROM DVA RENAL HEALTHCARE, ATLANTA, GA, TO PAY OUTSTANDING INVOICES FOR OCTOBER 2010, NOVEMBER 2010, DECEMBER 2010, AND JANUARY 2011.  
SAP PURCHASE ORDER # 2000058830               \$72,537.08   TOTAL
  13. GENERAL SERVICES BESSEMER FROM NELSON GLASS COMPANY, BIRMINGHAM, AL, FOR EXISTING DOOR REPLACEMENT. SAP PURCHASE ORDER # 2000058768       \$11,507.00   TOTAL
- For Week of 10/20/2011-10/26/2011

RECOMMENDED FOR:

1. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM VULCAN MATERIALS COMPANY, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR GRAVEL AND STONE ON AN AS NEEDED BASIS FOR FISCAL YEAR 2012. SAP PURCHASE ORDER # 2000058966               \$20,000.00   TOTAL       REFERENCE BID # 57-11
2. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM KIRKPATRICK CONCRETE, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR READY MIXED CONCRETE ON AN AS NEEDED BASIS FOR FISCAL YEAR 2012. SAP PURCHASE ORDER # 2000058962       \$10,000.00   TOTAL       REFERENCE BID # 178-11
3. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM WADE, SAND AND GRAVEL, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR GRAVEL AND STONE ON AN AS NEEDED BASIS FOR FISCAL YEAR 2012. SAP PURCHASE ORDER # 2000058984               \$20,000.00   TOTAL       REFERENCE BID # 57-11
4. COMMUNITY DEVELOPMENT FROM ATC STAFFING, BIRMINGHAM, AL, CHANGE ORDER REQUEST TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FOR ADVERTISING SERVICES.  
SAP PURCHASE ORDER # 2000048955               \$7,000.00   TOTAL       REFERENCE RFP # 158-09
5. COOPER GREEN MERCY HOSPITAL FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, FOR THE PURCHASE OF UNIFORMS. SAP PURCHASE ORDER # 2000059061       \$7,676.00   TOTAL
6. GENERAL SERVICES ADMINISTRATION FROM INDUSTRIAL FIRE & SAFETY INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR FIRE EXTINGUISHER SERVICES FOR FISCAL YEAR 2012. REFERENCE BID # 217-11  
\$0.00   TOTAL
7. VARIOUS JEFFERSON COUNTY DEPARTMENTS FROM A T & T MOBILITY, CAROL STREAM IL.. FOR CELLULAR TELEPHONE CONTRACT. SAP PURCHASE ORDER # 2000059158               \$28,825.00   TOTAL  
STATE OF ALABAMA CONTRACT # T-301
8. COOPER GREEN MERCY HOSPITAL (MICRO LABORATORY) FROM SIEMENS HEALTHCARE DIAGNOSTICS, DALLAS, TX, CONTRACT RENEWAL FOR MICROSCAN REAGENT SUPPLIES FOR THE PERIOD OF 10/1/11 - 9/30/12.  
REFERENCE BID # 2-10               \$0.00   TOTAL
9. COOPER GREEN MERCY HOSPITAL (BLOOD BLANK) FROM CARDINAL HEALTHCARE AND IMMUCOR, CONTRACT RENEWAL FOR BLOOD BANK SUPPLIES FOR THE PERIOD OF 10/1/11 -9/30/12. REFERENCE BID # 23-11  
\$0.00   TOTAL
10. COOPER GREEN MERCY HOSPITAL FROM DVA RENAL HEALTHCARE, ATLANTA, GA, TO COVER OUTPATIENT DIALYSIS FISCAL YEAR 2012 ON AN ARRANGED AGREEMENT. (CONTRACT EXCEEDED APPROVED AMOUNT OF \$175,000.00) SAP PURCHASE ORDER # 2000059047               \$115,000.00   TOTAL  
COMMISSION APPROVED ON 6/14/11, M.B.: 161, PAGE: 612.
11. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM HOSPIRA WORLDWIDE, CHICAGO, IL, CONTRACT RENEWAL FOR SOLUTIONS AND SETS FOR THE PERIOD OF 10/1/11 -9/30/12. AMERINET CONTRACT # VH-10189  
\$150,000.00   TOTAL
12. COOPER GREEN MERCY HOSPITAL ADMINISTRATION/GS FROM JOHNSON CONTROLS INCORPORATED, HOOVER, AL, FOR ELECTRICAL MAINTENANCE AND REPAIR SERVICE FOR AHU VARIABLE SPEED DRIVE (INCLUDES LABOR AND PARTS). SAP PURCHASE ORDER # 2000059101               \$6,941.00   TOTAL
13. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM VULCAN MATERIALS COMPANY, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR GRAVEL AND STONE FOR FISCAL YEAR 2012.  
SAP PURCHASE ORDER # 2000059185               \$20,000.00   TOTAL       REFERENCE BID # 57-11
14. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM ERGON, JACKSON, MS, OPEN PURCHASE ORDER FOR EMULSIFIED ASPHALT ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12.  
SAP PURCHASE ORDER # 2000059199               \$20,000.00   TOTAL       REFERENCE BID # 173-10
15. COOPER GREEN MERCY HOSPITAL HOUSEKEEPING FROM MEADOWOOD INDUSTRY, BIRMINGHAM, AL, FOR PRIVACY CURTAINS. SAP PURCHASE ORDER # 200006160               \$8,640.00   TOTAL
16. ECONOMIC DEVELOPMENT WORKFORCE INVESTMENT FROM CCA FINANCIAL LLC, FOR LEASE OF XEROX COLOR

QUBE 9201, COLOR WORK CENTER DIGITAL COPIER FOR PERIOD OF 10/1/11 - 9/30/12.

SAP PURCHASE ORDER # 2000059167 \$6,872.40 TOTAL REFERENCE RFP # 96-10

17. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM MILLIPORE CORPORATION, CHICAGO, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FOR CHEMISTRY MILLIPORE WATER. SAP PURCHASE ORDER # 2000056269 \$128.00 TOTAL REFERENCE BID # 35-11
18. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM DIAGNOSTICA STAGO, BOSTON, MA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FOR HEMATOLOGY REAGENTS AND SUPPLIES. SAP PURCHASE ORDER # 2000049753 \$4,658.77 TOTAL
19. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM CARDINAL HEALTH, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FOR CARDINAL BIO RAD QC SUPPLIES. SAP PURCHASE ORDER # 2000052304 \$235.00 TOTAL
20. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM SIEMENS MEDICAL SOLUTIONS, ALPHARETTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FOR MICROBIOLOGY SUPPLIES. SAP PURCHASE ORDER # 2000049281 \$1,420.00 TOTAL REFERENCE BID # 2-10
21. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM CARDINAL HEALTHCARE, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FOR HEMATOLOGY SUPPLIES. SAP PURCHASE ORDER # 2000049752 \$14.00 TOTAL REFERENCE BID # 24-09
22. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM DIAGNOSTICA, STAGO, BOSTON, MA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FOR D-DIMER. SAP PURCHASE ORDER # 2000049754 \$2,200.00 TOTAL
23. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM LAB CORPORATION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FOR REFERENCE LABORATORY TESTING. SAP PURCHASE ORDER # 2000050335 \$27,213.00 TOTAL REFERENCE BID # 192-10
24. COOPER GREEN MERCY HOSPITAL (STORES) FROM RURAL METRO, BESSEMER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR AMBULANCE TRANSPORT SERVICES. SAP PURCHASE ORDER # 2000051159 \$15,314.00 TOTAL REFERENCE BID #5-10

REPORTED FOR:

1. PERSONNEL BOARD OF JEFFERSON COUNTY FROM AFFILIATED COMPUTER SERVICES INCORPORATED, DALLAS, TX, TO PROVIDE HOSTING, TO INCLUDE ENTERPRISE APPLICATION, UPGRADES, MANAGED AND CONSULTING SERVICES FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000058941 \$199,320.00 TOTAL REFERENCE BID # 119-10 CLARITY CONTRACT # CON-00001568 COMMISSION APPROVED ON 12/14/11; M.B.: 161, PAGE 79.
2. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM BECKMAN COULTER, PALATINE, IL, TO PAY PAST DUE INVOICES FOR HEMATOLOGY SUPPLIES ORDERED BY DAWN TAYLOR. SAP PURCHASE ORDER #'s: 2\*59010, 2\*59011, 2\*59012 AND 2\*59013 \$24,800.96 TOTAL REFERENCE BID # 204-10
3. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, PALATINE, IL, TO PAY PAST DUE INVOICES FOR CHEMISTRY SUPPLIES ORDERED BY DAWN TAYLOR. SAP PURCHASE ORDER #'s: 2\*59014, 2\*59015, 2\*59016 AND 2\*59017 \$70,676.40 TOTAL REFERENCE BID # 203-10R
4. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM AMERICAN RED CROSS, CHARLOTTE, NC, TO PAY PAST DUE INVOICES FOR BLOOD AND BLOOD PRODUCTS ORDERED BY CGMH LABORATORY. SAP PURCHASE ORDER # 2000059018 \$11,783.00 TOTAL HOSPITAL GENERATED CONTRACT
5. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM CARDIOVASCULAR SYSTEMS, INCORPORATED, PALATINE, IL TO PAY INVOICES FOR VASCULAR SUPPLIES ORDERED BY KIM CROSBY. SAP PURCHASE ORDER # 2000059046 \$14,735.00 TOTAL.
6. GENERAL SERVICES ADMINISTRATION FROM ELECTION SYSTEMS AND SOFTWARE INCORPORATED, CHICAGO, IL, TO PROVIDE MAINTENANCE FOR THE ELECTIONS SYSTEM AND SOFTWARE SUPPORT SERVICES FOR THE PERIOD OF 12/1/11 - 11/30/12. SAP PURCHASE ORDER # 2000058441 \$85,989.01 TOTAL CONTRACT APPROVED 12/09/99; MB: 126; PAGE: 453
7. EMERGENCY MANAGEMENT AGENCY (EMA) FROM J. B. MAZER LLC, BIRMINGHAM, AL, TO PAY OCTOBER 3, 2011 INVOICE FOR MAZERS LEASE. SAP PURCHASE ORDER # 2000058953 \$24,598.00 TOTAL CLARITY CONTRACT # CON-00002787 FEMA DR-1971

8. GENERAL SERVICES BESSEMER FROM NELSON GLASS COMPANY, BIRMINGHAM, AL, TO REPLACE EXISTING DOOR WITH NEW DOOR (GLASS CANNOT BE FIELD REPLACED). SAP PURCHASE ORDER # 2000059137  
\$11,507.00 TOTAL

9. GENERAL SERVICES FROM ALL AROUND TEMPS D/B/A DARRELL WALKER, BIRMINGHAM, AL, TO PROVIDE TEMPORARY PERSONNEL TO FILL CRITICALLY AS NEEDED POSITIONS UNTIL PERMANENT CANDIDATES CAN BE HIRED THROUGH THE MERIT SYSTEM. SAP PURCHASE ORDER # 2000058475 \$250,000.00 TOTAL  
REFERENCE BID # 161-09R

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

Nov-8-2011-864

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 Nohab Business Products to provide DOT Matrix and All-In-One to various County departments and PACA members, to be purchased as needed and budgeted by the various departments, for FY2011-2012 in an amount not to exceed \$70,000.

CONTRACT NO.: 00003117

Contract Amendment No. 1

This Amendment to Contract entered into the 15<sup>th</sup> day of September, 2011 between Jefferson County, Alabama, hereinafter referred to as "the County, and Nohab Business Products, hereinafter referred to as the "Contractor" to provide DOT Matrix and All-In-One printers for various Jefferson County Departments and PACA members.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract results from Jefferson County's request for Bid No. 145-10. The Contract between the parties referenced above, which was approved by the Commission on October 26, 2010 and recorded in Minute Book 160, Page 572-575 is hereby amended as follows:

ITEM 3. Amend Term of Contract: 10/01 /11 - 09/30/12

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

Jefferson County Commissioner

CONTRACTOR:

Brian W. Kittrell

Nohab Business Products

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

Nov-8-2011-

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 Dell Marketing, LP to provide laser and laser jet printers, to various County departments and PACA members, to be purchased as needed and budgeted by the various departments, for FY2011-2012 in an amount not to exceed \$30,000.

CONTRACT NO.: 3129

Contract Amendment No. 1

This Amendment to Contract entered into the 30<sup>th</sup> day of August, 2011 between Jefferson County, Alabama, hereinafter referred to as "the County, and Dell Marketing LP, hereinafter referred to as the "Contractor" to provide Laser arid Inkjet Printers for various Jefferson County Departments and PACA members.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

This contract results from Jefferson County's request for Bid No. 145-10. The Contract between the parties referenced above, which was approved by the Commission on October 26, 2010 and recorded Book 160, Page 572-575 is hereby amended as follows:

Item 3. Amend Term of Contract: 09/30/11 - 10/01/12

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

Jefferson County Commissioner

CONTRACTOR:

Ashleigh Lane , Contracts Division - Dell Marketing LP

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

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Nov-8-2011-866

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the ninety day (90) requirement for Sick Leave Conversion for Wanda Poore, Revenue Department is hereby waived and Sick Leave is granted beginning upon approval.

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

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Nov-8-2011-867

BE IT RESOLVED by THE JEFFERSON COUNTY COMMISSION that Resolution Number : Apr-12-2011-259, approved at Minute Book: 161; Page: 465, which approved waiving the ninety day requirement for sick leave conversion for Denise Corbin, Information Technology, be and hereby is rescinded.

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

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Nov-8-2011-868

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to sign the Cancellation Letter between Jefferson County, Alabama and Oracle USA, Inc. to discontinue technical support services for program licenses.

ORACLE

October 20, 2011

Joe White

Jefferson County

716 Richard Arrington Jr Blvd N. Birmingham, AL 35203

Joe,

You have requested that Oracle discontinue technical support services for your Oracle program licenses described below. If you choose to obtain support for these programs from Oracle in future, you will be required to pay a reinstatement fee as contained in Oracle's technical support policies. The reinstatement fee will be calculated based on the reinstatement provisions of the technical support policy in effect at the time support is reinstated. The current technical support policies can be found on the web at [www.oracle.com/support](http://www.oracle.com/support).

Please sign below to confirm that you request that Oracle terminate support services provided to you for the program licenses set forth below. By signing below, you also represent that you have authority to act on behalf of Customer to terminate Oracle technical support services.

The number of licenses being de-supported, by program, are:

<u>Item Name</u>	<u>CSI Number</u>	<u>Reference Number</u>	<u>No of Users</u>
Oracle Database Enterprise Edition - Processor Perpetual	3282939	10739935	4
Tuning Pack - Processor Perpetual	3282939	10739942	12
Diagnostics Pack - Processor Perpetual	3282939	10739936	4
Tuning Pack - Processor Perpetual	3282939	10739937	4
Oracle Database Enterprise Edition - Processor Perpetual	3282939	10739939	12
Diagnostics Pack - Processor Perpetual	3282939	10739941	12
Open System Gateways - Computer Perpetual	3282939	10739943	1
Diagnostics Pack - Processor Perpetual	14047831	37444235	6
Change Management Pack - Processor Perpetual	14047831	37444238	6
Oracle Database Enterprise Edition - Processor Perpetual	14047831	37444236	6
Tuning Pack - Processor Perpetual	14047831	37444237	6

Regards,

Jason Haydel - Oracle USA, Inc

Support Services

I hereby request that Oracle terminate technical support services for the program licenses described above.

Name: W. D. Carrington

Signature:

Title: President

Customer Name: Jefferson County

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

Nov-8-2011-869

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 Attachmate Corporation to provide mainframe emulation software and DataBridge host and client license, maintenance and support for the period November 1, 2011 - October 31, 2012 in the amount of \$49,838. CONTRACT NO.: 00003084

Contract Amendment No. I

This Amendment to Contract entered into the 2<sup>nd</sup> day of September 2011 between Jefferson County, Alabama, hereinafter referred to as "the County, and Attachmate Corporation hereinafter referred to as the "Contractor" to provide maintenance, software support and DataBridge Hosting.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract results from Jefferson County's request for Bid No. 239-10. The Contract between the parties referenced above, which was approved by the Commission on December 28, 2010 and recorded in Minute Book 161, Page 148-150 is hereby amended as follows:

AMEND TERMS: 11/01/11 - 10/31/12

SCOPE OF SERVICES:

License(s) Description	Item Number	Qty	Unit Price	Annual Price
Reflection for the Web 2011 Unisys Edition Maintenance Level D	RWEBUN08-MTS-D (RWEBUN08-MTS-D)	1,000	\$ 30.60	\$ 30,600.00
IidFOConnect Enterprise Edition Unisys Maintenance & Technical Support Subscription D	182570.MTSSD (INEE-UN-MTS-D)	100	\$ 48.20	\$ 4,820.00
DATABridge Client Maintenance and Technical Support Subscription	143996.MTSS (DBC-MTS)	1	\$ 2,019.00	\$ 2,019.00

(Production)

DATABridge Enterprise Server Group	DBES-GSOT80MTS			
50-80 Maintenance and Technical Support (Production)	(DBES-G50T80MTS)	1	\$ 1,644.00	\$ 1,644.00

Support (Production)

DATABridge Host Non-metered Group	183284.MTSS (DBH			
50-80 Maintenance & Technical Support Subscription (Production)	NMET-GSOTSOMTS)	1	\$10,405.00	\$ 10,405.00

Grand Total Annual Cost \$ 49,838.00

COMPENSATION: The Contractor shall be compensated for the professional services a sum of \$49,838.00; payment terms are Net 30.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Trish Searce - Sr. Corporate Counsel

Attachmate Corporation

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

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Nov-8-2011-870

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 Strategic Allied Technology to provide annual maintenance and support for the Infoblox DNS/DHCP system for the period October 1, 2011 - October 31, 2012 in the amount of \$9,470.

CONTRACT NO.: 00003030

Contract Amendment No. 1

This Amendment to Contract entered into the 11<sup>th</sup> day of October 2011 between Jefferson County, Alabama, hereinafter referred to as "the County", and Strategic Allied Technologies, Inc hereinafter referred to as the "Contractor" to provide Maintenance for Infoblox.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The Contract between the parties referenced above, which was approved by the Commission on December 14, 2010 and recorded in Minute Book 161, Page 103 - 105 is hereby amended as follows:

Item 3. Amend Term: Contract Period: October 1, 2011 - October 31, 2012

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Robin Schlosser

Strategic Allied Technologies Inc. Representative

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

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Nov-8-2011-871

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 B&L Associates to provide annual maintenance for the resource billing, tape library system and robotic interface for FY2011-2012 in the amount of \$22,935.

CONTRACT NO.: 3232

Contract Amendment No. I

Thus Amendment to Contract entered into the 5<sup>th</sup> day of October 2011 between Jefferson County, Alabama, hereinafter referred to as "the County", and I3& L Associates, Inc hereinafter referred to as the "Contractor" to provide maintenance and software support for Resource Billing, Tape Library System and Robotic Interface.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract; NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

This contract results front Jefferson County's request for Bid No. 241-10. The Contract between the parties referenced above, which was approved by the Commission on March 8, 2011 and recorded in Minute Book 161, Page 335-337 is hereby amended as follows:

AMEND TERMS: 10/01/11-09/30/12

SCOPE OF SERVICES:

DESCRIPTION	ANNUAL PRICE
ITEM 1: LICENSE	
BL/L Robotic Interface	\$ 3,900.00
ITEM 2: MAINTENANCE/SUPPORT	
BL/CHARGE Resource Billing System	\$ 8,315.00
BL/LIB Tape Library Management System	\$ 8,315.00
BL/LIB Robotic Interface	\$ 2,405.00
GRAND TOTAL S	\$22,935.00

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President  
Jefferson County Commission

B&L ASSOCIATES  
Leonard J. DiCarlo

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

\_\_\_\_\_  
Nov-8-2011-872

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 B&L Associates to provide annual maintenance for virtual tape system hardware and software for FY2011-2012 in the amount of \$4,105.

CONTRACT NO.: 3233

Contract Amendment No. I

This Amendment to Contract entered into the 5<sup>th</sup> day of October 2011 between Jefferson County, Alabama, hereinafter referred to as "the County", and B& L Associates, Inc hereinafter referred to as the "Contractor" to provide maintenance and software support for Virtual Tape Environment.

WITNESSETH:

WHEREAS, the Comity desires to an wend the Contract; and

WHEREAS, the Contractor wishes to an lend the Contract.

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

This contract results front Jefferson County's request for Bid No. 148-10. The Contract between the parties referenced above, which was approved by the Commission on August 24, 2011 and recorded in Minute Book 160, Page 346-349 is hereby amended as follows:

AMEND TERMS: 10/01/11-09/30/12

SCOPE OF SERVICES:

DESCRIPTION	ANNUAL PRICE
ITEM 1: LICENSE	
Virtual Tape System Software	\$ 2,040.00
ITEM 2: MAINTENANCE	
Virtual Tape System Hardware	\$ 2,065.00
GRAND TOTAL S	\$ 4,105.00

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

B&L ASSOCIATES

Leonard J. DiCarlo

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

Nov-8-2011-873

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and SunGard Avantgard, LLC to provide support/maintenance for the SunGard Treasury System in the Jefferson County Treasurer's office for FY2011-2012 in the amount of \$11,848.80

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

Nov-8-2011-874

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute agreements between Jefferson County, Alabama and the following universities/high schools for Cooper Green Mercy Hospital to provide clinical education/clinical observational experiences for students. These are no cost agreements.

- (a) Tuskegee University - Occupational Therapy Assistant students
- (b) University of Alabama at Birmingham - graduate and undergraduate nursing students
- (c) George Washington Carver High School - Health Science Intern program students
- (d) Fairfield Preparatory High School - Health Science students

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

Nov-8-2011-875

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital and Omnicell, Inc., d/b/a Pandora Data Systems for the purchase of report software writer for Pyxis machine and support for FY2011-2012 in the amount of \$14,034.

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

Pandora Data Systems

SOFTWARE LICENSE AND SERVICES AGREEMENT

CONTRACT#3016

LICENSEE:

JEFFERSON COUNTY, ALABAMA d/b/a COOPER GREEN MERCY HOSPITAL  
(Hereafter "CUSTOMER")  
Address:

LICENSOR:

PANDORA DATA SYSTEMS, INC.  
(Hereinafter "PANDORA")  
Address:

Cooper Green Mercy Hospital  
1515 6th Ave South  
Birmingham, AL 35233-1687  
Phone: (205) 930-3200  
Fax: (205) 930-3497  
Contact: Glen Thompson

Pandora Data Systems, Inc.  
10 Victor Square, Suite 250  
Scotts Valley, CA 95066  
Phone: (831) 429-8900  
Fax: (831) 458-2123  
Contact: Mike Pressfield

**EFFECTIVE DATE:**

This Software License and Services Agreement ("Agreement") is the agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Hospital ("Customer") and Pandora Data Systems, Inc. ("Pandora") for the Pandora software which includes any associated media, printed materials, and "online" electronic documentation (collectively "Software") and the Pandora services related to the Software ("Services"). If not specified above, the effective date of this Agreement is the date this Agreement is executed by both parties ("Effective Date").

Subject to Customer's compliance with all terms and conditions of this Agreement, Pandora grants to Customer a limited, non-exclusive, non-transferable right to use the Software and obtain the Services as specified in Exhibit A. Pandora reserves all other rights. Unless applicable law gives Customer more rights despite these limitations, Customer may use the Software and obtain the Services only as permitted in this Agreement.

1. **SOFTWARE.** The Software licensed under this Agreement includes: (i) the machinereadable object code version of the Software that is described in Exhibit A; (ii) the published user manuals and documentation in any format that Pandora makes generally available for this Software; (iii) any Updates or Upgrades of this Software or its documentation that Pandora provides to Customer pursuant to Section 5 ("Annual Software Services") or otherwise; and (iv) any copy of the Software or its documentation made by or for Customer (collectively, the "Software"). Nothing in this Agreement will entitle Customer to receive the source code for the Software.

2. **AUTOMATED DISPENSING SYSTEM.** As used in this Agreement, "Automated Dispensing System" ("ADS") means an automated drug storage, tracking, and dispensing system that is comprised of an Automated Dispensing System Console ("ADS Console") and associated Automated Dispensing Cabinets ("ADCs") used by Customer to electronically monitor and dispense medications. An ADS may also include associated point of care ("POC") technologies.

3. **PERMITTED USE.** Customer may install, use, access, and display the Software for its own internal purposes and business operations only in association with the permitted number of ADS Consoles, each using no more than the permitted number of ADCs located at the geographic locations specified in Exhibit A of this Agreement (each a "Licensed Location"). Customer may only make copies of the Software when reasonably required for testing, back-up and archival purposes and shall not remove any confidentiality or proprietary notices on such copies. Customer shall not otherwise use, copy, translate, modify, adapt, decompile, disassemble, reverse engineer, or create derivative works of the Software. Customer shall not: (a) assign, transfer, pledge, hypothecate or otherwise dispose of the Software or this Agreement or any interest therein; (b) sublicense, rent, lease, transfer, lend, or provide commercial hosting services using the Software; or (c) operate the Software at other than a Licensed Location or on other than the number of ADS Consoles and associated ADCs licensed for such Licensed Location permitted under this Agreement.

4. **FEES.**

4.1 **Fees and Payment.** Customer shall pay the Fees for the Software license and Software Services specified in Exhibit B in the manner and by the dates set out therein. Unless otherwise specified in Exhibit B, payment is due and payable within thirty (30) days from the date that Customer receives the Software and annually, in advance, for the Software Services. Customer shall make all payments to Pandora at the address specified in this Agreement or as otherwise directed by Pandora in writing.

4.2 **Taxes.** All amounts specified in Exhibit B (Fees) are exclusive of any applicable value added, use, sales, service, property or other taxes or contributions which Customer shall pay in addition to other payments due under this Agreement. If Customer is a tax exempt entity, Customer shall provide Pandora with documentation showing its tax exempt status upon execution of this Agreement.

5. **ANNUAL SOFTWARE SERVICES.**

5.1 Pandora shall provide the Annual Software Services for the Software described in Exhibit C ("Services") for the Fees and in the manner set out in Exhibit B.

5.2 As part of these Services, Pandora will provide Updates and Upgrades for the Software that Pandora may make generally available to its customers. "Update" and "Upgrade", when capitalized, shall mean the following: "Update" means a new version of Software together with related documentation that: (a) contains Error corrections; and (b) may contain minor enhancements or extensions or other changes to the Software determined by Pandora to be suitable for the intended use of the Software. "Upgrade" means a new version of Software that is intended to improve the functionality of, or add one or more features and/or functions to the Software. Upgrades may incorporate previous Updates.

5.3 Pandora will not develop Updates, Upgrades, or customize the Software to satisfy Customer's particular requirements. Updates and/or Upgrades will not include any new releases of the Software that Pandora decides, in its sole discretion, to make available as a separately priced version or option.

## 6. CONFIDENTIALITY

6.1 Confidentiality. Pandora Confidential Information includes: (a) the Software, including its documentation and all Updates and Upgrades; and (b) data and information relating to Pandora's products, services, trade secrets, pricing, business plans and strategies which is clearly marked to indicate its confidential or proprietary status, or known or should reasonably be understood by Customer or its personnel to be confidential or proprietary, even if not marked and regardless of how it is disclosed. Customer and its personnel shall use Pandora Confidential Information only in accordance with the terms and conditions of this Agreement and take all reasonable precautions necessary to safeguard its confidentiality including: (i) those taken by Customer to protect Customer's own confidential information, but no less than reasonable care; and (ii) those that Pandora may reasonably request from time to time.

6.2 Disclosure. Customer will not disclose any Pandora Confidential Information to any individual, entity, or other person, except to those of Customer's personnel who: (i) require access for Customer's authorized use of the Software and utilization of the Services; and (ii) agree to comply with the use and non-disclosure restrictions applicable to Pandora's Confidential Information under this Agreement. Customer acknowledges that any unauthorized use or disclosure of Pandora's Confidential Information will cause irreparable damage to Pandora or its licensors and if unauthorized use or disclosure occurs, Customer will immediately notify Pandora and take, at Customer's expense, all reasonable steps to recover Pandora's Confidential Information and to prevent its subsequent unauthorized use or disclosure.

6.3 Limitation. Customer and its personnel will have no confidentiality obligation with respect to any portion of Pandora Confidential Information that: (i) Customer or its personnel independently developed without access to or use of Pandora Confidential Information; (ii) Customer lawfully obtained from a third party under no confidentiality obligation; (iii) became available to the public other than as a result of any act or omission by Customer or any of its personnel; or (v) is required to be disclosed by law, regulation, or valid court or government order, provided that sufficient written notice is given by Customer to Pandora to permit Pandora to seek a protective order.

6.4 Publicity. A party will not use the other party's name, identity, or trademarks for any purpose without such party's prior written approval. Notwithstanding the forgoing, a party may publish the other party's name in its customer or supplier list.

7. OWNERSHIP. The Software including its documentation is and shall at all times remain the property of Pandora or its licensors. Customer shall have no right, title or interest to the Software except as expressly set forth in this Agreement. All trademarks, service marks, domain names, patents, copyrights, trade secrets and other proprietary rights in or related to the Software or the Services are and will remain the exclusive property of Pandora whether or not specifically recognized or perfected under applicable local law. Customer will not take any action that jeopardizes Pandora's proprietary rights or acquire any right in the Software except the limited use rights specified in Section 3. Pandora shall own all rights in any copy, translation, modification, adaptation, or derivation of the Software including any improvement or development thereof.

## 8. LIMITED WARRANTIES

8.1 Warranty. Pandora warrants that the Software will perform substantially in accordance with Pandora's published documentation for the Software in effect on the date of delivery to Customer. Customer acknowledges that: (i) the Software may not satisfy all of Customer's requirements, and (ii) the use of the Software may not be uninterrupted or error-free. Customer further acknowledges that (i) the license fees and other charges contemplated under this Agreement are based on the limited warranty, disclaimers and limitation of liability specified in this Section 8 and in Section 12; and (ii) such charges would be substantially higher if any of these provisions were unenforceable.

8.2 Disclaimer. THE LIMITED WARRANTY SET OUT IN SECTION 8.1 ABOVE IS THE ONLY EXPRESS WARRANTY PROVIDED TO CUSTOMER AND IS PROVIDED IN LIEU OF ANY EXPRESS WARRANTIES OR SIMILAR OBLIGATIONS (IF ANY) IN ANY ADVERTISING, PACKAGING, OR OTHER COMMUNICATIONS OF PANDORA. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8, ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, UPDATES, OR UPGRADES, AND SERVICES WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY PANDORA, ITS LICENSORS OR REPRESENTATIVES (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NONINFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED, AND DISCLAIMED.

## 9. PANDORA INTELLECTUAL PROPERTY INDEMNITY.

9.1 Scope. If an action is brought against Customer claiming that the Software infringes an issued United States patent, copyright, or trademark, or misappropriates a trade secret of a third party ("Intellectual Property Claim"), Pandora will defend Customer and its officers, directors, and employees (collectively, "Indemnitee") at Pandora's expense and, subject to the requirements of this Section 9, pay the damages and costs finally awarded against Indemnitee under the Intellectual Property Claim or any settlement thereof made by Pandora, provided that: (a) Customer notifies Pandora promptly, in writing, upon learning of any Intellectual Property Claim; (b) Pandora has sole control over the defense of the claim including, without limitation, selection of counsel on behalf of Indemnitee, all negotiations for settlement or compromise, and settlement of the action in its entirety on behalf of Indemnitee; and (c) Indemnitee takes no action that is contrary to Pandora's interest. If an Intellectual Property Claim may be or has been asserted, Indemnitee shall permit Pandora, at Pandora's option and expense, to: (a)

procure the right to permit Customer to continue using the Software; (b) replace or modify the Software to eliminate the infringement while providing functionally equivalent performance; or (c) terminate this Agreement and accept the return of the Software and refund to Customer the amount actually paid to Pandora for such Software, less depreciation based on a 5-year straight-line depreciation schedule and a pro rata share of any Annual Software Services Fees that Customer actually paid to Pandora for the period that such Software was not usable.

9.2 Limitations. Pandora shall have no indemnity obligation to Indemnitee under this Section 9 if the patent or copyright infringement claim results from: (a) any modification of the Software or its documentation made by or for Customer; (b) the failure to install an Update or Upgrade (if the Update or Upgrade would cure the claimed infringement; or (c) the combination of the Software with other non-Pandora software or products. THIS SECTION 9 STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF PANDORA AND THE EXCLUSIVE REMEDY OF CUSTOMER AND ANY OTHER INDEMNITEE WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, OR MISAPPROPRIATION OF ANY TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHT RELATED TO THE SOFTWARE OR THE SERVICES.

10. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PANDORA, THEIR LICENSORS OR REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, OR SOFTWARE, OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF PANDORA OR ANY SUPPLIER, AND EVEN IF PANDORA OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH REGARD TO PANDORA'S OBLIGATIONS UNDER SECTION 9 (PANDORA'S INTELLECTUAL PROPERTY INDEMNIFICATION), IN NO OTHER EVENT WILL THE AGGREGATE LIABILITY THAT PANDORA OR ITS LICENSORS OR REPRESENTATIVES MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SPECIFIC SOFTWARE THAT DIRECTLY CAUSED THE DAMAGE.

#### 11. TERM AND TERMINATION

11.1 Term. The contract period shall begin and the Effective Date of this Agreement and continue for two (2) years and may be extended for a period of up to two (2) additional one year terms and thereafter as mutually agreed in writing by the parties.

11.2 Termination for Convenience. Subject to any limitations set out in Exhibit B (Fees), Customer may terminate this Agreement, without right to refund, by notifying Pandora in writing thirty (30) days prior to the date of such termination.

11.2 (sic) Termination for Cause. Pandora may terminate this Agreement, upon reasonable notice and without judicial or administrative resolution, if Customer or any of Customer's personnel materially breaches any term or condition of this Agreement and Customer fails to cure any such breach within fifteen (15) days after written notice from Pandora.

11.3 Effect of Termination or Expiration. Upon the termination or expiration of this Agreement for any reason, all rights granted to Customer hereunder will cease, and Customer will promptly: (a) purge the Software including any documentation, Updates and Upgrades from all of Customer's computer systems, storage media and other files; (b) destroy the Software including any documentation, Updates, and Upgrades and all copies thereof; and (c) deliver to Pandora a letter from Customer which certifies that Customer has complied with these obligations.

11.4 Survival. The provisions of Section 6 (Confidentiality), Section 7 (Ownership), Section 8.3 (Disclaimer), Section 9 (Pandora Infringement Indemnity), Section 10 (Limitation of Liability), Section 11 (Termination), Section 12 (Compliance with Laws); Section 13 (U.S. Government License Rights), Section 15 (Governing Law), applicable provisions of Section 16 (Books, Records, and Compliance), and Section 17 (Miscellaneous) will survive the termination or expiration of this Agreement.

#### 12. COMPLIANCE WITH LAWS.

12.1 Export. Customer acknowledges that the Software and all related technical information, documents, and materials may be subject to export controls by the U.S. Government and agrees that it will not export, directly or indirectly, any such technical data of Pandora acquired under this Agreement to any country for which the U.S. Government or any agency thereof requires at the time of export an export license or other governmental approval, without first obtaining the requisite license or approval.

12.2 Compliance. Customer shall comply with the provisions of all applicable federal, state, county, and local laws, ordinances, regulations, and codes in the performance of this Agreement.

13. U.S. GOVERNMENT LICENSE RIGHTS. The Software and Software documentation are commercial in nature and are "Commercial Items", as that term is defined in 48 C.F.R. section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such items are defined in 48 C.F.R. section 252.227-7014(a) (5) and 48 C.F.R. section 252.227-7014(a) (1), and used in 48 C.F.R section 12.212 and 48 C.F.R. Section 227-7202, as applicable. Consistent with 48 C.F.R section 12.212, 48 C.F.R 252.227-7015, 48 C.F.R. 252.227-7202 through 227-7202-4, 48 C.F.R. 52.227-14, and other relevant sections of the Code of Federal

Regulations, as applicable, Pandora's Software and Software Documentation are licensed to the United States Government end users with only those rights as granted to all other End Users, according to the terms contained in this License Agreement. Manufacturer is Pandora Data Systems, Inc., 209 Golf Club Drive, Santa Cruz, CA 95060-2122.

14. ASSIGNMENT. Customer shall not assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without Pandora's prior approval, such approval shall not be unreasonably withheld. Pandora shall not assign the Annual Services furnished under this Agreement to any third party without the prior written approval of Customer.

15. GOVERNING LAW. The validity, interpretation, and enforcement of this Agreement will be governed and construed in accordance with the laws of the State of Alabama without giving effect to the conflict of laws provisions thereof.

16. BOOKS, RECORDS, AND COMPLIANCE

16.1 Access. To the extent the requirements of 42 CFR 420.300 et seq. are applicable to the transactions contemplated by this Agreement, Pandora agrees to make available to the Secretary of Health and Human Services ("HHS"), the Comptroller General of the Government Accountability Office ("GAO") and their authorized representatives, all contracts, books, documents and records relating to the nature and extent of charges hereunder until the expiration of six (6) years after the Software is furnished under this Agreement.

16.2 Subcontractors. If Pandora subcontracts with an organization "related" to Pandora to fulfill Pandora's obligations under this Agreement and if said subcontract is worth Ten Thousand Dollars (\$10,000) or more over a consecutive twelve (12) month period, the subcontract will also contain clauses substantially identical to Section 17.1, which permit access by the HHS, GAO and their representatives to the "related" organization's books and records.

16.3 Discounts. Pandora agrees to comply with 42 U.S.C. § 1320a-7b(b)(3)(A) and the "safe harbor" regulations regarding discounts or other reductions in price set forth at 42 C.F.R. § 1001.952(h).

16.4 Warranty of Non-Exclusion. Pandora represents and warrants to Customer that Pandora and its directors, officers, and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C.A. § 1320a7b(f) (the "Federal Healthcare Programs"); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs; and (iii) are not under investigation or otherwise aware of any circumstances which may result in Pandora being excluded from participation in the Federal Healthcare Programs. These representations and warranties shall be ongoing during the term of this Agreement and Pandora shall immediately notify Customer of any change in the status of the representations and warranties set forth in this Section 16.4. Any breach of this Section 16.4 shall give Customer the right to terminate this Agreement immediately.

17. MISCELLANEOUS. All notices or approvals required or permitted under this Agreement must be given in writing to a party at the address set forth in this Agreement, or at such address as the party may provide in writing from time to time. Any waiver or modification of this Agreement will not be effective unless executed in writing and signed by both parties. This Agreement will bind Customer's successors-in-interest. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable. This Agreement and the associated Exhibits constitute the complete and entire statement of all conditions and representations of the agreement between Pandora and Customer with respect to its subject matter and supersede all prior writings or understandings.

18. Assumption of Risk. Pandora acknowledges that Pandora, Pandora's agents, and Pandora's employees are not agents or employees of Customer for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Customer. Pandora shall not represent itself to any third party as an agent or employee of Customer:

THIS AGREEMENT IS NOT EFFECTIVE UNTIL SIGNED ON BEHALF OF BOTH PARTIES.

PANDORA DATA SYSTEMS, INC.

Lora Miranda-Nunes

Director of Operations, Analytics

August 15, 2011

COOPER GREEN MERCY HOSPITAL

Sandral Hullett, M.D.

CEO / Medical Director

Date: September 7, 2011

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President. Jefferson County Commission

November 8, 2011

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 a Contract Amendment between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital and Farah Ahmed, M.D. to provide vascular surgery services for FY2011-2012 in the amount of \$300,000.

CONTRACT AMENDMENT

This contract extension by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital," and FARAH, AHMED, M. D. hereinafter referred to as the "Contractor," is hereby effective on October 1, 2011 as follows:

WITNESSETH:

WHEREAS. the Jefferson County Commission desires to extend this Contract; and.

WHEREAS. the Contractor desires to extend this Contract.

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

The Contract between the parties, entered into on the 1<sup>st</sup> day of October 2010 which was approved by the Jefferson County Commission on September 21, 2010 and recorded in Minute Book 160; Page(s) 420-424 and amended on August 8, 2011 Minute Book 162; page 81-82 is hereby amended as follows:

Section 10: Extend the completion date of this contract from October 01, 2011 to September 30, 2012.

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

Jefferson County Commission

W-D. Carrington, President

County Commissioner

Contractor

Ahmed Farah, MD

Cooper Green Mercy Hospital

Sandra 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.

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Nov-8-2011-877

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama and Jefferson County Soil and Water Conservation District to assist the County in complying with the education and training requirements of the National Pollutant Discharge Elimination System (NPDES) Permit, and to assist JCSWCD in working toward its goal of environmental stewardship, with particular focus on water resources.

Memorandum of Understanding

Jefferson County Commission and Jefferson County Soil and Water Conservation District

This Memorandum of Understanding (MOU) establishes an agreement between the Jefferson County Commission (JCC) and the Jefferson County Soil and Water Conservation District (JCSWCD).

The purpose of entering into this MOU is to assist JCC in complying with the education and training requirements of the National Pollutant Discharge Elimination System (NPDES) Permit, and to assist JCSWCD in working toward its goal of environmental stewardship, with particular focus on water resources.

Through this document, JCC and JCSWCD will identify areas in which the purpose and mission of each agency intersect and establish a common agenda within these areas in order to work collaboratively and/or in partnership on projects, events, trainings, publications, and other activities, to include:

- education fairs offered to students (Jefferson County Water Festival, Urban Forestry Fair, etc.)
- water quality seminars offered to the public (low impact landscaping practices, water monitoring, etc.)

water quality workshops offered to particular trades (lawn care industry, homebuilders, etc.) publications (posters, brochures, etc.) and other trainings and programs developed to reflect modifications made to the County's NPDES.

The benefits of entering into this MOU include reducing expenses by sharing knowledge and resources, minimizing duplication of effort, enhancing the efficiency of stormwater pollution prevention outreach efforts, and expanding the reach of both agencies to improve stormwater quality.

JCC and JCSWCD agree to maintain a cooperative working relationship to promote stormwater pollution prevention. This MOU does not create enforceable legal obligations, but rather is an expression of intent by the parties to work with one another as partners to reduce stormwater pollution.

Amendments or additions may be developed and implemented by mutual written agreement of the parties at any time without

renegotiating the entire MOU. One or both parties also may terminate participation in this agreement after providing 30 days written notice to the other party, thereby nullifying this agreement. This agreement is effective immediately after both parties sign, and will remain in effect for both parties unless and until they, choose to formally terminate.

David Carrington, President Date

Jefferson County Commission

Joe Morris, Chairman of the Board of Supervisors

Jefferson County Soil and Water Conservation District

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

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Nov-8-2011-878

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Chikoo LLC, applicant, Homi Patel, member/operator d/b/a, The Main Korner located at 1544 Cherry Avenue, Birmingham, AL 35214 for a 050 - Retail Beer (Off Premise Only) and 070 - Retail Table Wine (Off Premise Only) License, be and hereby is approved.

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

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Nov-8-2011-879

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Michael Hoang, applicant d/b/a Circle P Grocery located at 6969 Pocahontas Rd, Bessemer, AL 35022, for a 050 - Retail Beer (Off Premise Only) and 070 - Retail Table Wine (Off Premise Only) License, be and hereby is approved.

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

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Nov-8-2011-880

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-2011-015 Fisher Industries, L.L.C., owner; Thomas J. Fisher, agent. Change of zoning on Parcel ID# 8-36-4-0-23 in Section 36 Twp 15 Range 2 West from I-2 (Heavy Industrial) to I-2(A) (Industrial) for expansion of a metal recycling yard. (Case Only: 6150 Sunrise Drive; Pinson, AL 35126) (PINSON) (7.6 Acres M/L)

RESTRICTIVE COVENANTS: 1. the scope of the operation shall be limited to areas outside of the designated 100-year and 500-year flood hazard area, or the property shall be properly filled and compacted in accordance with the Jefferson County Floodplain Management Ordinance (while the business operation itself shall otherwise fully comply with all applicable restrictions and requirements of said Floodplain Management Ordinance); 2. the property owner shall maintain a proper NPDES permit (National Pollutant Discharge Elimination System) from the Alabama Department of Environmental Management, and make available a copy of same to the Department of Land Planning & Development Services upon request; and, 3. the business in question shall be fully subject to inspection, surveillance and monitoring by Jefferson County, and to any enforcement, penalty and/or restoration procedures and activities that may be subsequently deemed necessary by the County in order to ensure compliance with the requirements of Jefferson County's NPDES permit regarding pollutants in storm water discharges, illicit or non-storm water discharges, etc.

Z-2011-019 Maria C. Huerta, owner; Deo Moona, agent. Change of zoning on Parcel ID# 8-1-2-0-1.1 in Section 1 Twp 15 Range 2 West from I-3 (Industrial) to A-1 (Agriculture) for residence (mobile home). (Case Only: 3727 Redman Hall Road; Pinson, AL 35126) (BRADFORD) (1.11 Acres M/L)

RESTRICTIVE COVENANTS: no more than one mobile home shall be permitted on the property.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2011-015 and Z-2011-019 be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

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Nov-8-2011-881

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.

Acceptance of an additional \$120,604 from the Alabama Emergency Management Agency for Hazard Mitigation Grant Program 1605-0163 Tannehill State Park Community Safe Room Project.

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

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Nov-8-2011-882

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request for compensation from Anne-Marie Adams, Circuit Clerk for serving as Absentee Elections Manager for the Republican Party Primary held on August 30, 2011 in Districts 45 and 48 in the total amount of \$9,200 (46 days @ \$200 per day), be and hereby is approved.

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

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Nov-8-2011-883

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request for compensation from Anne-Marie Adams, Circuit Clerk for serving as Absentee Elections Manager for the Republican Party Run-Off held on October 11, 2011 in Districts 45 and 48 in the total amount of \$8,400 (42 days @ \$200 per day), be and hereby is approved.

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

Nov-8-2011-884

WHEREAS, Jefferson County has received approval from the U.S. Department of Housing and Urban Development for its Program Year 2011 Action Plan; and

WHEREAS, the grant assistance that is approved is \$1,850,627 for the CDBG Program, \$906,768 for the HOME Program, and \$89,937 for the ESG Program. The total allocation for Jefferson County is \$2,847,332; and

WHEREAS, these funds will be utilized to address the problems of affordable housing, homelessness, and economic opportunities for all citizens, particularly for low income persons;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, is authorized to sign HUD 7082 which incorporates the CDBG Entitlement Agreement, HUD 40093 which incorporates the HOME Investment Partnership Agreement, and the ESG Program Agreement Funding Approvals. Execution of these forms constitutes the agreement between the Department of Housing and Urban Development (HUD) and Jefferson County, Alabama for the 37<sup>th</sup> Program Year.

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

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Nov-8-2011-885

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign Amendment #1 to the agreement between the Jefferson County Commission and The Jefferson County Housing Authority for Fair Housing Counseling Services. The amendment extends the time of performance to November 30, 2011.

AMENDMENT TO CONTRACT

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 the Jefferson County Housing Authority, hereinafter called "the Contractor" for grant allocation PY10. The effective date of this agreement shall be October 1, 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 November 23, 2010 in Minute Book 161, Page 22, is hereby amended as followed:

The purpose of this Modification is to extend the contract period for the Fair Housing Counseling Project (CD 10-05J-F50H0-FHC) for an additional 61 days. The original contract completion date was September 30, 2011, and new completion date shall be November 30, 2011. There is no additional expense associated with this extension. However the budget is amended as follows:

Salary:	\$38,637.70
Benefits	\$ 9,216.41
Training	\$ 1,734.14
Sundries	\$ 411.75
Total	\$50,000.00

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

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

JEFFERSON COUNTY HOUSING AUTHORITY

Lewis D. McDonald, Executive 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.

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Nov-8-2011-886

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is authorized to sign Modification Number 1 to National Emergency Grant Agreement Number OF306001. The purpose of the modification is to shift line items within the administrative budget.

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

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Nov-8-2011-887

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Paul McCaleb, Roads & Transportation Department to waive the ninety-day requirement for sick leave conversion, be and hereby is approved.

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

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Nov-8-2011-888

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and the Town of Maytown to use County forces to complete the jetting of the driveway and installing rip-rap for the fire department and at Old Porter Road in the amount of \$1,332.16. (Exhibits on file in the Minute Clerk's office)

CONTRACT FOR ROADWAY SERVICES

This Agreement is entered into this 20<sup>th</sup> day of October, 2011, by and between Jefferson County, Alabama, a political subdivision of the State of Alabama, (hereinafter called "the County"), and the City of Maytown, Alabama, a municipal corporation, (hereinafter called "the City").

WHEREAS, certain thru-roads located within the municipal limits of the City have been determined by the City to be in need of immediate repair, maintenance and/or improvement as more particularly described in the Schedule of Work attached hereto (the "Schedule of Work"); and

WHEREAS, the City desires to contract with the County to purchase certain roadway maintenance services from the County; and

WHEREAS, the County and the City desire to cooperate with one another to cause the Schedule of Work to be performed at the earliest practicable date.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE AND BELOW, the City and County do mutually agree as follows:

Section 1. Performance of Work. The County will cause the Schedule of Work (attached hereto as Exhibit "A") to be performed either by its own forces or by one or more third parties but in any event in compliance with any and all rules, laws and regulations applicable to its undertaking, performance and completion of the Schedule of Work, including but not limited to, DOT regulations, public bid laws, and the related authority of any governmental body exercising jurisdiction (separately, concurrently or otherwise) over the parties and/or the undertakings of the parties pursuant hereto.

Section 2. Cost. The County will provide roadway maintenance service in accordance with the labor, material and equipment price terms which are attached hereto as Exhibit A. The estimated cost for the proposed Scope of Work is \$1332.16.

Each party shall maintain true and accurate books of account and records relating to the cost of the Schedule of Work supported by cancelled checks, vouchers, receipts, certificates, invoices, warrants, purchase orders and similar documentation, all which shall be open to inspection and copying by the parties and their duly authorized representatives upon reasonable notice, and at reasonable hours during normal business days.

Section 3. Payment. At least five (5) days prior to the commencement of any services by the County, the City shall pay to the County \$0.00, the estimated cost for materials outlined in the Scope of Work. The City will reimburse the County for equipment and labor costs within thirty (30) days of invoicing of the same.

Section 4. No Inference of Control. Neither party's execution of this Agreement nor the performance of its undertakings hereunder shall in any way constitute an admission, acceptance or indicia of control of the roadways identified in the Schedule of Work notwithstanding any course of dealing or performance to the contrary.

Neither the City nor the County does by these presents assume any risk, liability or further responsibility for the roadways identified in the Schedule of Work except as otherwise expressly provided herein,

Section 5. Termination. Notwithstanding anything in this Agreement to the contrary, this Agreement shall be terminated and of no further effect in the event that the respective governing bodies for either party fails to approve appropriations for the funds otherwise necessary to allow the party to fulfill its future obligations hereunder,

This contract may be terminated by the County with a five (5) day written notice to the other party regardless of reason. In the event the County terminates the contract for convenience, the County shall reimburse the City the difference between advance payments received by the County for materials not used prior to the effective date of the termination. Additionally, the City agrees to reimburse the County: (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination; and (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work.

Anything in this Agreement to the contrary notwithstanding, either party may immediately suspend any and all work to be performed hereunder in the event that such party is not paid or reimbursed by the other party for the cost of the work within thirty (30) days of invoicing of the same.

Section 6. Authority. Each of the parties hereto does hereby represent and warrant that it has taken all necessary action for the approval of this Agreement and that the signature of its representative below has been duly authorized and is binding upon such party. Each of the parties hereto does further represent and warrant that this Agreement shall be enforceable against such party upon the execution hereof by such party's duly authorized representative.

Section 7. Indemnification. To the extent permitted by law, each party hereto shall indemnify, defend and hold harmless the other party from and against all claims, charges, demands, costs, judgments, injuries, expenses and liabilities of whatever nature, including, without limitation, attorney's fees, court costs and expenses of litigation, arising from, related to, or caused by (indirectly or directly), the acts or omissions (whether intentional, grossly negligent or negligent) of such party.

Section 8. Assignment. Neither this Agreement nor any of the rights or duties hereunder may be assigned or otherwise transferred in any way by either party hereto, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other party, which consent may be conditioned upon execution of an undertaking by the assignee pursuant to which the assignee agrees to assume the obligations of the assignor and to fulfill the assignor's duties hereunder, but such consent shall not otherwise be unreasonably withheld, conditioned or delayed.

Section 9. Notices. All notices and other communications required or permitted to be given under this agreement shall be in writing and shall be delivered either by (i) hand delivery, (ii) a recognized overnight courier who maintains verification of delivery (deemed to be received on a date delivered), (iii) United States mail, registered or certified, postage prepaid, return receipt requested (deemed received three (3) days after such mailing), or (iv) electronic mail (deemed received on the date sent providing the electronic mail was properly addressed and disclosed the number of pages transmitted and that the transmission report produced indicates that each of the pages of the electronic mail were received at the correct account) to each of the respective parties as follows:

If to the City:	City of Maytown, Alabama Attention: Mayor Ann Goolsby Town of Maytown 4509 Town Hall Drive Maytown, AL 35118 Ann Goolsby@childrensal.org (Electronic Mail)
if to the County:	Jefferson County, Alabama Attention: Mr. E. Wayne Sullivan, Director A200 Jefferson County Courthouse 716 Richard Arrington Jr. Boulevard North Birmingham, AL 35203 sullivanw@jccal.org (Electronic Mail)

Either party may change its address at any time by written notice to the other party in the manner set forth above.

Section 10. 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.

Section 11. Force Majeure. Neither party is responsible for delays due to causes or occurrences beyond its control including, but not limited to, civil disobedience, acts of God, casualty or accident, war, labor disputes, or the like.

Section 12. Successors and Assigns. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

Section 13. No Third Parties Benefitted. This Agreement is made and entered into solely for the benefit of the City and the County, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

Section 14. Further Assurances. Each party hereto shall take any and all reasonable actions as may be necessary or appropriate from time to time to effectuate the provisions of this Agreement.

Section 15. Miscellaneous. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable, Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. The captions used herein are for convenience and shall not control interpretation of the text.

Section 15. Authority. Each individual signing on behalf of a party hereto represents and warrants that he or she is authorized by such party to execute this Agreement on behalf of such party.

Section 17. Counterparts. This Agreement may be executed in any number of counterparts, by original or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

CITY OF MAYTOWN, ALABAMA

ANN GOOLSBY, Mayor

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

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Nov-8-2011-889

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on Interstate 20/59 within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: IM-1020 (342) I-20/59 Interstate Median Crossover Protection from 1-459 Interchange to CR-56 (Valley Road) Interchange.

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

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

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

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

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

N/A

Please refer to: Project and General Traffic Control Notes

(Sheets 2D- 2G)

Please refer to: Traffic Control Plan

(Sheets 7 - 13)

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

BE IT FURTHER RESOLVED by this County Commission:

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

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

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 8<sup>th</sup> day of November, 2011.

ATTEST

W. D. Carrington

County Clerk

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.

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Communication was read from Roads & Transportation recommended the following;

1. A T & T to install 7,164' of fiber cable on Mulga Loop Road.
2. Birmingham Water Works to install 530' of 16" water main along Carson Road and 3,430' of 12" water main along Elfreth Johnson Road in Pinson.
3. Warrior River Water Authority to install 1,200' of 6" water main along Alliance Road.

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

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Nov-8-2011-890

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

Recommended by: E. Wayne Sullivan, P.E., Director/County Engineer

Department: Roads & Transportation  
Date: October 19, 2011.  
Purpose: Payment to Judge of Probate - Bessemer  
Motion to Dismiss Case No. 44711 01 - in the matter of CONDEMNATION Jefferson County vs. R & L Foods, LLC, et al. Project No. STPBH-7002(600) - Tract No. 7 Morgan Road Widening  
Price: \$188.50  
Pay to the order of: Judge of Probate  
Mailing Address: Probate Court  
Bessemer, AL 35020

Fund #4022000000  
Bus. Area #5100  
GL Object #515710  
Fund Center #5100000000  
WBS #C.981.D  
Functional Area: THRO  
Check Delivery Code: 84

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

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Nov-8-2011-891

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

Recommended by: E. Wayne Sullivan, P.E., Director/County Engineer  
Department: Roads & Transportation  
Date: October 19, 2011.  
Purpose: Payment to Judge of Probate - Bessemer  
Cost Bill Case No. 44662 01 - in the matter of CONDEMNATION Jefferson County vs. Kelly T. Lewis, et al.  
Tract 27 - Project No. STPBH-7002(600) Morgan Road Improvements  
Price: \$123,175.06  
Pay to the order of: Judge of Probate  
Mailing Address: Probate Court  
Bessemer, AL 35020

Fund #4022000000  
Bus. Area #5100  
GL Object #515710  
Fund Center #5100000000  
WBS #C.981.D  
Functional Area: THRO  
Check Delivery Code: 84

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

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Nov-8-2011-892

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 by and through the Office of Senior Citizens Services and Alabama Aegis, Inc. to provide funding for case management and Alabama Cares-Grandparents Program for FY2011-2012 in the amount of \$176,125.

Contract Amendment No 1

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2011 between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and Alabama Aegis, Inc. 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 23<sup>rd</sup> day of November 2010, which was approved by the Commission and recorded in Minute Book 161 page 30, is hereby amended as follows:

Services shall commence on October 1, 2011 and end September 30, 2012.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY

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

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Nov-8-2011-893

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 by and through the Office of Senior Citizens Services and Alzheimer's of Central Alabama to provide funding for caregiver respite and public education/information assistance for FY2011-2012 in the amount of \$134,198.75.

Contract Amendment No 1

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2011 between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and Alzheimer's of Central Alabama 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 23<sup>rd</sup> day of November 2010, which was approved by the Commission and recorded in Minute Book 161 page 32, is hereby amended as follows:

Services shall commence on October 1, 2011 and end September 30, 2012.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY

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

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Nov-8-2011-894

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 by and through the Office of Senior Citizens Services and Better Business Bureau to provide funding for information and education for seniors concerning scams, fraud, identity theft and other illegal activities for FY2011-2012 in the amount of \$40,000.

Contract Amendment No 1

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2011 between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and Better Business Bureau 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 23<sup>rd</sup> day of November 2010, which was approved by the Commission and recorded in Minute Book 161 page 30, is hereby amended as follows:

Services shall commence on October 1, 2011 and end September 30, 2012.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY

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

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Nov-8-2011-895

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 by and through the Office of Senior Citizens Services and Collat Jewish Family Services to provide funding for coordination of a program for caregivers of non-dementia patients for FY2011-2012 in the amount of \$161,012.

Contract Amendment No 1

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2011 between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and Collat Jewish Family Services 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 23<sup>rd</sup> day of November 2010, which was approved by the Commission and recorded in Minute Book 161 page 32, is hereby amended as follows:

Services shall commence on October 1, 2011 and end September 30, 2012.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY

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

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Nov-8-2011-896

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 by and through the Office of Senior Citizens Services and Seasoned Performers to provide funding for entertainment at senior centers and other senior organizations for FY2011-2012 in the amount of \$30,000.

Contract Amendment No 1

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2011 between Jefferson County, Alabama by and through the Office of

Senior Citizens Services (OSCS), hereinafter referred to as "the County" and Seasoned Performers 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 23<sup>rd</sup> day of November 2010, which was approved by the Commission and recorded in Minute Book 161 page 31, is hereby amended as follows:

Services shall commence on October 1, 2011 and end September 30, 2012.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY

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

Nov-8-2011-897

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 by and through the Office of Senior Citizens Services and Smart Moves a/k/a Jackie Talley to provide funding for exercise and health promotion in the senior centers and for other senior groups for FY2011-2012 in the amount of \$94,361.

Contract Amendment No 1

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2011 between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and Smart Moves a/k/a Jackie Talley 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 23<sup>rd</sup> day of November 2010, which was approved by the Commission and recorded in Minute Book 161 page 31, is hereby amended as follows:

Services shall commence on October 1, 2011 and end September 30, 2012.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY

Jackie Talley - Smart Moves, LLC

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

Nov-8-2011-898

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 by and through the Office of Senior Citizens Services and Youth In Aging, Inc. to provide funding for health screening services, Health & Wellness Coordinator and case management for FY2011-2012 in the amount of \$150,067.50.

Contract Amendment No 1

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2011 between Jefferson County, Alabama by and through the Office of

Senior Citizens Services (OSCS), hereinafter referred to as "the County" and Youth In Aging, Inc. 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 23<sup>rd</sup> day of November 2010, which was approved by the Commission and recorded in Minute Book 161 page 31, is hereby amended as follows:

Services shall commence on October 1, 2011 and end September 30, 2012.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY

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

\_\_\_\_\_  
Nov-8-2011-899

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 by and through the Office of Senior Citizens Services and Choice Home Care to provide funding for homemaker and personal care services for FY2011-2012 in the amount of \$56,445.

Contract Amendment No 1

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2011 between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and Choice Home Care 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 23<sup>rd</sup> day of November 2010, which was approved by the Commission and recorded in Minute Book 161 Page 31, is hereby amended as follows:

Services shall commence on October 1, 2011 and end September 30, 212.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY

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

\_\_\_\_\_  
Nov-8-2011-900

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 by and through the Office of Senior Citizens Services and Oxford Healthcare, Inc. to provide funding for homemaker and personal care services for FY2011-2012 in the amount of \$56,445.

Contract Amendment No 1

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2011 between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and Oxford Healthcare, Inc. 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 23<sup>rd</sup> day of November 2010, which was approved by the Commission and recorded in Minute Book 161 Page 34, is hereby amended as follows:

Services shall commence on October 1, 2011 and end September 30, 212.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY

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

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Nov-8-2011-901

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 by and through the Office of Senior Citizens Services and Jefferson County Council on Aging (JCCOA) to provide funding for the Gabriel Program for FY2011-2012 in the amount of \$50,263.

Contract Amendment No 1

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2011 between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and JCCOA 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 23<sup>rd</sup> day of November 2010, which was approved by the Commission and recorded in Minute Book 161 Page 32, is hereby amended as follows:

Services shall commence on October 1, 2011 and end September 30, 212.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY

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

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Nov-8-2011-902

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 by and through the Office of Senior Citizens Services and Jefferson County Council on Aging (JCCOA) to provide funding for the Meals on Wheels Program for FY2011-2012 in the amount of \$121,012.21.

Contract Amendment No 1

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2011 between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and JCCOA 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 23<sup>rd</sup> day of November 2010, which was approved by the Commission and recorded in Minute Book 161 Page 32, is hereby amended as follows:

Services shall commence on October 1, 2011 and end September 30, 2012.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY

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

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Nov-8-2011-903

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 by and through the Office of Senior Citizens Services and Jefferson County Council on Aging (JCCOA) to provide funding for the Ombudsman Program for FY2011-2012 in the amount of \$115,222.

Contract Amendment No 1

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2011 between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and JCCOA 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 23<sup>rd</sup> day of November 2010, which was approved by the Commission and recorded in Minute Book 161 Page 33, is hereby amended as follows:

Services shall commence on October 1, 2011 and end September 30, 2012.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY

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

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Nov-8-2011-904

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 by and through the Office of Senior Citizens Services and Jefferson County Council on Aging (JCCOA) to provide funding for the Senior Rx Prescription Drug Program for FY2011-2012 in the amount of \$208,707.

Contract Amendment No 1

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2011 between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and JCCOA 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 23<sup>rd</sup> day of November 2010, which was approved by the Commission and recorded

in Minute Book 161 Page 33, is hereby amended as follows:

Services shall commence on October 1, 2011 and end September 30, 212.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY

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

\_\_\_\_\_  
Nov-8-2011-905

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 by and through the Office of Senior Citizens Services and Jefferson County Council on Aging (JCCOA) to provide funding for leasing of eight vehicles for delivery of hot meals to clients for FY2011-2012 at no cost.

Contract Amendment No 1

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2011 between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and JCCOA 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 23<sup>rd</sup> day of November 2010, which was approved by the Commission and recorded in Minute Book 161 Page 33, is hereby amended as follows:

Services shall commence on October 1, 2011 and end September 30, 212.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY

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

\_\_\_\_\_  
Nov-8-2011-906

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama by and through the Office of Senior Citizens Services and Jefferson County Council on Aging to provide fiscal administration of Title V funds to pay salaries, FICA and Workman's Compensation Insurance for approximately 76 older individuals employed by different host agencies throughout the County in the amount of \$354,185 (\$313,144-federal/\$41,041-non-federal funds)

Contract # 240-12

Jefferson County Council on Aging

Senior Service America, Inc. (SSAI)

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this 1<sup>st</sup> day of July 2011 by and between Jefferson County, Alabama, hereinafter called "the County", and, Jefferson County Council on Aging, hereinafter called "the Contractor". The effective date of this agreement shall be July 1, 2011.

WHEREAS, the County desires to contract for professional services for the Office of Senior Citizens Services, hereinafter called "the Office", and

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

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

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

2. SCOPE OF SERVICES: The Contractor shall perform all necessary professional Services under this Contract as required by the Jefferson County Office of Senior Citizens as described in the Program Component (Attachment II) of this Contract.

ATTACHMENT II  
PROGRAM COMPONENT

Title V

Alabama Dept. of Senior Services

The Alabama Department of Senior Service is a program of the Jefferson County Office of Senior Citizens Services under the supervision of the Jefferson County Commission. It is funded seventy-five percent (75%) by a Title V grant from the Alabama Department of Senior Services with twenty-five percent (25%) local matching funds. The Jefferson County Office of Senior Citizens Services maintains total control and supervisory responsibilities for the Alabama Department of Senior Services.

The Agency, the Jefferson County Council on Aging, shall provide fiscal administration of the Title V funds to pay salaries, FICA and Workman's Compensation Insurance for the approximately seventy-six (76) older individuals employed by different host agency throughout Jefferson County with funding from Senior Services America, Inc, (SSAI). Supportive Services available to Senior Workers including training, physical examination or incidental expenditures shall also be paid using Title V funds.

The administrative funds of Title V should be used for the purpose of reimbursement for services rendered for any cost related to payroll. These funds may be used to pay for a percentage of the audit cost for the Agency as outlined in the budget. All expenditures made from the administrative funds must be approved in advance by the Executive Director of the Jefferson County Office of Senior Citizens Services. Exhibit I found in Contract #240-12 shall be submitted monthly to the County along with the SA-I for supporting documentation of expenses paid from administrative funds shall be made Available to the County as requested.

3. TERMS OF AGREEMENT AND, AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional services to the Office at any time after the effective date of this Contract. This contract will be effective July 1, 2011 and will terminate on December 30 2011; however, the contract may be extended, at the County's option. Provided, also, that the County may cancel upon 30 days written notice to the Contractor.

4. COMPENSATION: The Contractor shall be compensated for services as shown on Attachment I of this Contract. The total for the contract to December 30, 2011, is \$354,185.00 of which \$313,144.00 is federal funding with \$41,041.00 being non-federal. The Contractor shall submit to the Office monthly Reports (Exhibit I) for completion for work performed. The Contractor shall submit a monthly (SA-1) Report of Expenditure Request for Funds (Exhibit I) unless other arrangements are made with the Office's Accounting Department.

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 all applicable federal, state and local taxes, etc. except for FICA taxes and Worker's Compensation which is part of the budget component shown on Attachment 1.

6. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done without regard to race, creed, color, and sex, national origin, or disability.

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

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

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

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

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

or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

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.

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 the 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-contractors) including, but not limited to, regular payment of all monies owed to any 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 in part will result in termination of the contract and/or legal ramifications, due to nonperformance.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals.

WITNESSES:

JEFFERSON COUNTY, ALABAMA  
David Carrington-President  
Jefferson County Commission  
Sandra Little Brown, Commissioner  
Jefferson County Commission  
George Graham, Executive Director  
Jefferson County Council of 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.

\_\_\_\_\_

Nov-8-2011-907

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of Ron Ford in the amount of Seven Hundred Fifty and 00/100 Dollars (\$750.00) 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 Ron Ford in the amount of \$750.00 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.

\_\_\_\_\_

Nov-8-2011-908

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the medical reimbursement and personal injury claim of Jessica Rogers is hereby denied.

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

\_\_\_\_\_

Nov-8-2011-909

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the automobile accident claim of Attorney Huel M. Carter on behalf of his client, Veronica Hammond is hereby denied.

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

Stephens, Brown, Bowman, Carrington and Knight.

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Nov-8-2011-910

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the automobile accident claim of Attorney Huel M. Carter on behalf of his client, Kimberly Taylor is hereby denied.

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

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Nov-8-2011-911

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the automobile accident claim of Attorney Huel M. Carter on behalf of his client, Shavonda Leonard is hereby denied.

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

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Nov-8-2011-912

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Lisa Ann Townsend in the amount of Nine Hundred Six and 17/100 Dollars (\$906.17) 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 Lisa Ann Townsend in the amount of \$906.17 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.

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Nov-8-2011-913

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim of Joseph Hardie Meade, Jr., is hereby denied.

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

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Nov-8-2011-914

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that a Public Hearing be held on December 13, 2011, at the Regular Meeting of the County Commission at the Birmingham Courthouse for the purpose of considering a petition for annexation of property by the Rocky Ridge Fire District.

BE IT FURTHER RESOLVED that notice hereof be published in the Birmingham News at least 15 days prior to the hearing.

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

Commissioner Carrington stated: We have an opinion from the County Attorney that an Executive Session is appropriate for the Commission to discuss with counsel the legal ramifications of and legal options for pending litigation and controversies imminently likely to be litigated if the Commission pursues a certain course of action.

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

Commissioner Carrington stated that the Commission will reconvene in approximately one hour.

The Commission reconvened at 3:30 p.m, Wednesday, November 9, 2011, with the following members present:

District 1 George F. Bowman

District 2 Sandra Little Brown

District 3 James A. (Jimmie) Stephens

District 4 Joe Knight

District 5 David Carrington

Nov-9-2011-915

WHEREAS, Jefferson County, Alabama (the "County"), is a political subdivision of the State of Alabama;

WHEREAS, Alabama law requires that the County operate pursuant to an annual balanced budget (the "Budget"), which historically has been funded by revenues derived from: (a) County sales and use taxes; (b) *ad valorem* taxes on real property and certain personal property; (c) an occupational tax on earnings of workers employed in the County (the "Occupational Tax") and business license fees; and (d) operational revenues generated from the County's "enterprise funds," such as the Cooper Green Hospital Fund and the Sanitary Operations Fund;

WHEREAS, for fiscal year 2010, which ended September 30, 2010, unrestricted revenues in the County's general fund (the "General Unrestricted Fund Revenues") totaled approximately \$207.2 million;

WHEREAS, approximately \$50.0 million of the unrestricted revenues were related to one-time non-recurring revenue events;

WHEREAS, for fiscal year 2010, revenues from the Occupational Tax and business license fees totaled approximately \$75.7 million, accounting for roughly 48% of recurring General Unrestricted Fund Revenues;

WHEREAS, for fiscal year 2011, which ended September 30, 2011, General Unrestricted Fund Revenues totaled approximately \$152.47 million;

WHEREAS, approximately \$46.9 million of the unrestricted revenues for fiscal year 2011 were related to one-time non-recurring revenue events;

WHEREAS, General Unrestricted Fund Revenues for fiscal year 2011 included Occupational Tax collections totaling approximately \$15.3 million from the beginning of fiscal year 2011 on October 1, 2010 through December 1, 2010, the date that a judgment invalidating the Occupational Tax became final;

WHEREAS, Alabama counties lack home rule and are therefore unable to raise revenue without express statutory authorization from the Alabama Legislature;

WHEREAS, the Occupational Tax was authorized by an act of the Alabama Legislature in 1967 (the "1967 Act"), and the 1967 Act survived no fewer than 17 legal challenges from 1987 until 2009;

WHEREAS, in November 1999, the Alabama Legislature enacted a statute that purported to repeal the 1967 Act, (the "1999 Repeal Act");

WHEREAS, in March 2000, in a lawsuit brought by the Jefferson County Employees' Association (the "JCEA Case"), the Circuit Court of Jefferson County declared that the 1999 Repeal Act did not receive enough favorable votes in the Legislature to become law and, as a result, was unconstitutional and void;

WHEREAS, in May 2005, the Alabama Supreme Court, in an unrelated case, (the "BJCCA Case"), ruled that the judicial branch of state government lacks jurisdiction to interpret and enforce provisions of the state constitution that apply to the legislative branch of state government and that the courts of Alabama lack jurisdiction to determine whether a bill received the requisite number of favorable votes to become law;

WHEREAS, in the class action lawsuit styled *Jessica Edwards, et al., v. Jefferson County Commission, et al.*, CV-07-900873 (the "Edwards Case"), Judge David A. Rains ruled: (a) based on the Alabama Supreme Court's opinion in BJCCA Case, the trial court in the JCEA Case lacked jurisdiction to invalidate the 1999 Repeal Act; (b) the 1999 Repeal Act was valid; (c) the 1967 Act had been repealed by the 1999 Repeal Act; and (d) the County had been collecting the Occupational Tax without express statutory authority since the effective date of the 1999 Repeal Act;

WHEREAS, in August 2009, the Alabama Supreme Court affirmed the trial court's ruling in the Edwards Case;

WHEREAS, then-Governor Bob Riley called a special session of the Alabama Legislature to enact a new statute authorizing future

collection of the Occupational Tax and ratifying, validating and confirming the collection of Occupational Tax after the effective date of the 1999 Repeal Act;

WHEREAS, during the special session the Alabama Legislature enacted Act 2009-811 (the "2009 Act"), which, among other things, repealed the 1999 Repeal Act, revived the 1967 Act, and provided separate and additional authority to the County to levy the Occupational Tax and business license fees both retroactively and prospectively;

WHEREAS, the 2009 Act was challenged in the class action lawsuit styled *Jeffrey Weissman, D.D.S., et al. v. Jefferson County*, CV-09-904022 (the "Weissman Case");

WHEREAS, in the Weissman Case, Judge Charles Price ruled that the Alabama Legislature failed to comply with the publication requirement of section 106 of the Alabama Constitution when enacting the 2009 Act, and, as a result, the 2009 Act was unconstitutional and void;

WHEREAS, Judge Price's judgment became final on December 1, 2010 but did not require that the County refund Occupational Tax collected between the effective date of the 2009 Act (August 14, 2009 ) and the date of final judgment (December 1, 2010);

WHEREAS, both the County and the Taxpayer/Plaintiffs appealed Judge Price's ruling to the Alabama Supreme Court, the County challenging Judge Price's ruling that the 2009 Act was unconstitutional and void and the Taxpayer/Plaintiffs challenging Judge Price's determination that his ruling would not be given retroactive effect;

WHEREAS, the Alabama Supreme Court bifurcated the issues on appeal and on March 16, 2011 upheld Judge Price's ruling that the 2009 Act was unconstitutional and void;

WHEREAS, there remains pending before the Alabama Supreme Court the issue of whether the County must refund approximately \$100 million in Occupational Tax collected pursuant to the 2009 Act from its effective date (August 14, 2009) through the date of Judge Price's order (December 1, 2010);

WHEREAS, in response to the loss of the revenue derived from the Occupational Tax resulting from the rulings in the Weissman Case, and in accordance with the balanced budget requirement of Alabama law, the County eliminated nearly \$35 million of expenditures in the fiscal year 2011 Budget;

WHEREAS, in the 2011 Regular Session the Alabama Legislature enacted a business license tax that may generate up to \$7.0 million in annual revenues, but did not enact any statute authorizing the County to replace the revenue from the Occupational Tax;

WHEREAS, the failure to authorize the County to replace the Occupational Tax required the County to make further reductions in expenditures, which to date include: (a) placement of 550 employees on leave without pay; (b) closure of four satellite courthouses; (c) cessation of road maintenance; (d) curtailment of law enforcement; (e) implementation of stop-gap funding for security at the criminal, domestic relations and family courts with no feasible long-term funding solution; and (f) drawing down cash reserves to fund operating shortfalls;

WHEREAS, the multiple reductions in expenditures have resulted in a drastic decline in basic services provided to the citizens of the County;

WHEREAS, the County's remaining operating cash reserves are dangerously low in the absence of legislative authorization of additional revenue sources;

WHEREAS, the County has passed a balanced Budget for fiscal year 2012 that not only extends the spending cuts implemented during fiscal year 2011 but also further reduces the operating budgets of essentially all departments and anticipates the replacement of projected revenue shortfalls with the County's cash reserves;

WHEREAS, in addition to the financial distress associated with the loss of the Occupational Tax and the lack of a legislative solution, the County faces further uncertainty related to decreased revenues and increased expenditures resulting from the devastating outbreak of tornadoes and storms on April 27, 2011;

WHEREAS, during fiscal year 2011 the County was forced to draw approximately \$20 million in funds from the cash reserves to cover expenses related to the County's recovery from the April 27, 2011 tornadoes and storms;

WHEREAS, the County projects that, absent further reductions in services or a replacement of at least some portion of the revenues previously raised through the Occupational Tax - and even after implementing severe reductions in services already implemented in connection with the fiscal year 2012 Budget - the County's operating funds likely will be severely depleted;

WHEREAS, the County faces additional financial distress related to its long-term debt;

WHEREAS, the County currently owes approximately \$200,520,000 on account of four series of general obligation warrants issued in 2001, 2003 and 2004 (the "GO Warrants");

WHEREAS, the GO Warrants are general obligations of the County, repayment of which is backed by the full faith and credit of the County;

WHEREAS, due to the failure of the auction rate securities markets, credit downgrades and other events, the debt associated with the Series 2001-B GO Warrants has been accelerated and is currently due and owing in the approximate principal amount of \$105,000,000, and

default interest continues to accrue;

WHEREAS, in 2008, the County negotiated a forbearance agreement with the holders of the Series 2001-B GO Warrants and subsequently negotiated extensions of such agreement, but such agreement now has expired;

WHEREAS, the County currently owes approximately \$814,075,000 on account of two series of limited obligation warrants issued in 2004 and 2005 to fund capital improvement projects in eleven local school districts in the County (the "School Warrants");

WHEREAS, the School Warrants are not backed by the full faith and credit of the County, but rather are secured by the gross proceeds of a 1 % sales tax authorized in December 2004;

WHEREAS, the County is current on all scheduled payments related to the School Warrants but faces an indenture default based on the credit downgrade of Ambac Assurance Corporation, which had issued the surety bond deposited by the County as a cash substitute in the debt service reserve fund required by the indenture;

WHEREAS, in 2006, the County arranged for the construction of a new courthouse building in Bessemer, renovation of the existing courthouse and county jail in Bessemer, and the construction of an E911 communications center office building (the "Warrant-Financed Facilities"), all financed by lease revenue warrants issued by the Jefferson County Public Building Authority (the "Lease Revenue Warrants");

WHEREAS, the County has no direct obligation under the Lease Revenue Warrants but is party to a long-term lease pursuant to which it leases the Warrant-Financed Facilities, and the County has covenanted that so long as the Lease Revenue Warrants are outstanding, the County will not relocate the County's Bessemer courthouse or jail from the Warrant-Financed Facilities to any alternative facility;

WHEREAS, the County has issued the following non-recourse debt obligations to fund improvements to its sewer system: Sewer Revenue Warrants Series 1997-A-B-C, Series 1997-D, Series 1999-A, Series 2001-A, Series 2002-A, Series 2002-B, Series 2002-C, Series 2002-D, Series 2003-A, 2003-B and Series 2003-C (collectively, the "Sewer Warrants");

WHEREAS, the outstanding principal indebtedness asserted under the Sewer Warrants totals approximately \$3.136 billion;

WHEREAS, the Sewer Warrants are not backed by the full faith and credit of the County, but rather are secured solely by a lien on the net revenues generated by the County's sanitary sewer system (the "Sewer System");

WHEREAS, upon the issuance of the Sewer Warrants, the County obtained insurance from various third parties (collectively, the "Sewer Warrant Insurers") to insure the County's obligations with respect to the Sewer Warrants;

WHEREAS, the cost of the Sewer System substantially exceeded the County's initial projections due to many factors, including, without limitation: (a) the stringent compliance standards and accelerated time frame for compliance mandated by the federal district court under a 1996 consent decree; (b) corruption associated with the letting of contracts related to the Sewer System that resulted in convictions of no fewer than 20 County officials, contractors, and other parties; and (c) bribery and fraud associated with the financing of the Sewer System improvements involving, among others, JPMorgan Securities, Inc. ("JPMorgan") and Larry Langford, former President of the County Commission, who acted beyond any authority vested by applicable Alabama law;

WHEREAS, on September 2, 2009, the federal Securities and Exchange Commission entered an order instituting administrative cease-and-desist proceedings and imposing remedial sanctions (the "SEC Order") against JPMorgan;

WHEREAS, pursuant to the SEC Order, JPMorgan agreed to, among other things: (a) waive swap termination fees related to swap agreements between the County and JPMorgan related to the Sewer Warrants; (b) make a \$50 million payment to and for the benefit of the County (the "County Payment"); (c) pay a civil monetary penalty to the SEC in the amount of \$25 million to be deposited in a Fair Fund created pursuant to the Sarbanes-Oxley Act (the "Fair Fund Payment");

WHEREAS, in February 2011, pursuant to a Proposed Plan of Distribution and Order Directing Distribution of Fair Fund (the "Fair Fund Order"), the SEC distributed the Fair Fund Payment to the County, determining that the County suffered direct economic harm as a result of JPMorgan's actions, including harm to its reputation, credit rating and ability to refinance its Sewer System debts;

WHEREAS, due to the failure of the auction rate securities markets, credit downgrades and other events, the debt associated with a portion of the Sewer Warrants has been accelerated, and default interest is accruing;

WHEREAS, one or more of the Sewer Warrant Insurers has defaulted on its obligations with respect to the insurance policies issued with respect to the Sewer Warrants;

WHEREAS, the net revenues from the Sewer System are insufficient to service the obligations asserted under the Sewer Warrants;

WHEREAS, over the past three and a half years, the County has engaged in negotiations with The Bank of New York Mellon, as indenture trustee for the Sewer Warrants (the "Sewer Warrant Trustee") under that certain trust indenture dated February 1, 1997 (as amended, the "Indenture"), certain holders of the majority of the Sewer Warrants and with the Sewer Warrant Insurers regarding a restructuring of the terms of the Sewer Warrants;

WHEREAS, the Sewer Warrant Trustee filed a lawsuit against the County styled *The Bank of New York Mellon, et al, v. Jefferson County, Alabama*, CV-2009-002318 (the "Receivership Case"), in which suit the Sewer Warrant Trustee, among other things, requested the appointment of a receiver for the Sewer System;

WHEREAS, pursuant to an order dated September 22, 2010 (the "Receiver Order") in the Receivership Case, relying upon Alabama

Code § 6-6-620 (which is specifically part of the Remedies Chapter, i.e., Chapter 6 of Title 7 of the Alabama Code) and Section 13.2 of the Indenture (titled "Remedies on Default"), Judge Albert L. Johnson appointed John S. Young, Jr., LLC (the "Receiver") as receiver to operate the Sewer System;

WHEREAS, pursuant to an order dated July 8, 2011, Judge Johnson granted to the Receiver control over certain Sewer System bank accounts, directing the County to make the Receiver a signatory on such accounts;

WHEREAS, under the Indenture and the Receiver Order, the Receiver's powers are subject to and limited by all applicable state and federal law;

WHEREAS, the Receiver published notice of a public hearing on June 29, 2011 with respect to the Receiver's intent to raise the rates charged by the County for usage of the Sewer System by 25% to levels that the County believes are unreasonable and contrary to applicable law, particularly in light of the fact that Sewer System rates had increased by approximately 329% over the past decade;

WHEREAS, the Receiver has acknowledged publicly that, even if it is successful in implementing its proposed rates for sewer usage and in achieving other efficiencies from the Sewer System, the resulting net revenues from the Sewer System still will be insufficient to service the outstanding principal amount of the Sewer Warrants and the interest and other charges that have accrued and continue to accrue on such Sewer Warrants under the operative documents;

WHEREAS, on June 21, 2011, the Receiver demanded in writing that the County pay to the Receiver, within seven days, the \$75.0 million the County received pursuant to the SEC Order and Fair Fund Order;

WHEREAS, the County disputes the Receiver's right to the money received by the County pursuant to the SEC Order and Fair Fund order;

WHEREAS, on June 15, 2011, Luther Strange, as Attorney General of the State of Alabama (the "Attorney General") filed a motion to intervene in the Receivership Case to protect the interest of ratepayers and to enforce Alabama law, and on July 25, 2011, Judge Johnson granted the Attorney General's motion;

WHEREAS, on June 21, 2011, certain members of the Alabama Legislature, namely Oliver Robinson, Mary Moore, Rod Scott, and John Rogers, filed a motion to intervene in the Receivership Case, asserting, among other things, that the delegation of ratemaking authority, to the Receiver or otherwise, violates the Alabama constitution, and on July 25, Judge Johnson denied such motion;

WHEREAS, in the class action lawsuit styled *Charles Wilson, et al., v. JPMorgan Chase & Company, et al.*, CV-08-901907 (the "Wilson Case"), a putative class of ratepayers has sued the County for, among other things, a declaration that rates currently set by the County for usage of the Sewer System are unreasonable and unlawful, and that the Indenture is void;

WHEREAS, subsequent to the County's receipt of the Receiver's June 21, 2011 demand letters, the Attorney General and the Governor of the State of Alabama (the "Governor") expressed a willingness to assist in negotiations with the Sewer Warrant Trustee, the Sewer Warrant Insurers, other holders of a majority of the Sewer Warrants, and certain holders of claims arising from the termination of the swap agreement executed in connection with the Sewer Warrants (collectively, the "Sewer Warrant Creditors");

WHEREAS, the Governor expressed the State's willingness to provide support to the County in the form of a credit enhancement in connection with a refinancing of a portion of the outstanding Sewer Warrants;

WHEREAS, based on the potential for renewed good faith negotiations between the Sewer Warrant Creditors and the County involving the Attorney General and the Governor, on June 27, 2011, the Director of the Alabama Department of Finance and the Receiver agreed that, from June 27, 2011 to July 29, 2011 (the "Standstill Period"): (a) the County would not seek relief under Chapter 9 of the Bankruptcy Code; (b) the Receiver would not conduct a public hearing regarding Sewer System rate increases; and (c) the Receiver would suspend efforts to collect \$75.0 million from the County related to the funds received pursuant to the SEC Order and Fair Fund Order;

WHEREAS, on or about July 11, 2011, the County and the State submitted a good faith settlement offer (the "County/State Settlement Offer") to the Sewer Warrant Creditors;

WHEREAS, the County/State Settlement Offer was contingent on enactment of legislation by the Alabama Legislature, including the enactment of a revenue replacement tax to fill the funding gap created by the loss of the Occupational Tax;

WHEREAS, on or about July 27, 2011, the Receiver presented to the County and the State an outline of conditions to settlement (the "Receiver Outline");

WHEREAS, to further additional good faith negotiations the parties extended the Standstill Period through 5:00 p.m. on August 4, 2011, then through 12:00 p.m. on August 12, 2011, and finally through 12:00 p.m. on September 16, 2011;

WHEREAS, on or about August 8, 2011, the County submitted a good faith counterproposal to the Receiver Outline;

WHEREAS, on or about August 11, 2011, the Receiver presented to the County and the State a revised outline of conditions to settlement (the "Revised Receiver Outline");

WHEREAS, the Receiver Outline and Revised Receiver Outline did not purport to be an offer from the Sewer Warrant Creditors and did not bind the Sewer Warrant Creditors;

WHEREAS, on August 12, 2011, after deliberating at a public hearing with respect to the Revised Receiver Outline and the potential

authorization of an immediate Chapter 9 filing, the County rejected the Revised Receiver Outline, but, at the request of the Governor, agreed to additional direct negotiations with the Sewer Warrant Creditors;

WHEREAS, after extensive additional good faith negotiations directly between the County and Sewer Warrant Creditors, the County submitted a good faith counter-proposal to the Revised Receiver Outline (the "September 14 Term Sheet");

WHEREAS, on September 16, 2011, after a properly noticed public hearing, the County approved and entered into a term sheet (the "Term Sheet") with the Receiver that described the general terms and conditions under which the parties have agreed to pursue a refinancing of the Sewer Warrants in the principal amount of \$2.05 billion and provided that the County, the Receiver and the Sewer Warrant Creditors would enter into one or more definitive and binding settlement agreements setting forth the terms and conditions under which the parties would agree to settle their differences (whether one or more agreements, the "Definitive Settlement Agreement");

WHEREAS, after more than seven weeks of negotiations, the County has been unable to obtain the agreement of the Receiver and all Sewer Warrant Creditors to the form or substance of the Definitive Settlement Agreement that implements the economic concessions contemplated in the Term Sheet;

WHEREAS, the County's efforts to negotiate the Definitive Settlement Agreement have been frustrated by the recent sale of Sewer Warrants to parties that have not agreed to restructure their newly-acquired claims in a manner consistent with the Term Sheet;

WHEREAS, the Governor has declined to call a special session of the Alabama Legislature to consider the legislative action contemplated in the Term Sheet unless and until (a) the Receiver and all Sewer Warrant Creditors with which the County has been negotiating have executed and delivered the Definitive Settlement Agreement;

WHEREAS, the execution and delivery of a Definitive Settlement Agreement that implements the economic concessions contemplated in the Term Sheet is neither imminent nor foreseeable;

WHEREAS, the Receiver has made clear its intention absent settlement to: (a) seek relief in the Receivership Case to collect from the County, presumably via attachment or otherwise, \$75.0 million on account of payments the County received under the SEC Order and Fair Fund Order; and (b) pursue an increase in rates whether or not the County Commission supports such increase;

WHEREAS, notwithstanding the County's good faith attempts to resolve the claims related to the Sewer Warrants, litigation continues in state courts in Alabama and New York regarding not only claims asserted by the Sewer Warrant Insurers against the County totaling approximately \$400 million, but also claims asserted by the County against JPMorgan and claims in the Wilson Case by ratepayers against the County related to the reasonableness of the current sewer rates;

WHEREAS, notwithstanding the County's good faith efforts to resolve claims related to the Occupational Tax - including a class action settlement in the Edwards Case - litigation continues in the Weissman Case with respect to the Occupational Tax and the County's right to moneys collected while the Occupational Tax was under legal attack, including approximately \$100 million collected pursuant to the 2009 Act, which has since been declared unconstitutional;

WHEREAS, Pursuant to Section 11-3-11 of the Alabama Code (the "Alabama Code"), the Jefferson County Commission serves as the governing body of the County;

WHEREAS, the Jefferson County Commission consists of the following five commissioners elected from five districts within the County: George Bowman (District 1); Sandra Little Brown (District 2); Jimmie Stephens (District 3); Joe Knight (District 4); and David Carrington (District 5);

WHEREAS, Mr. Carrington serves as the President of the Jefferson County Commission;

WHEREAS, the current Jefferson County Commission took office on November 10, 2010 and is committed to finding a timely, permanent solution to the County's financial crisis;

WHEREAS, the County is a municipality, as such term is defined under title 11 of the United States Code, 11 U.S. C. § 101 et seq. (the "Bankruptcy Code");

WHEREAS, pursuant to Alabama Code § 11-81-3, the County is specifically authorized to be a debtor under Chapter 9 of the Bankruptcy Code;

WHEREAS, the County generally is not paying its debts as they become due, is unable to pay its debts as they become due, and is insolvent;

WHEREAS, the County desires to effect of a plan of adjustment of debts to adjust the terms and conditions of the Sewer Warrants, the GO Warrants, the Non-Sewer Limited Obligation Warrants, judgment creditors and other debts and obligations;

WHEREAS, the attachment of - or an order compelling the County to pay - \$75.0 million to the Receiver related to the funds received by the County under the SEC Order and Fair Fund Order would render the County unable to ensure payment of its necessary operating expenses for fiscal year 2012;

WHEREAS, other factors render further negotiations impracticable, including: (a) the size of the creditor body; (b) adverse and conflicting interests among the creditor body; (c) lack of an identifiable bargaining unit from the creditor body; and (d) the continued demands from some creditors that are unacceptable for multiple reasons;

WHEREAS, because of, among other things, the Receiver's aggressive attempts to collect \$75.0 million from the County related to the funds received by the County under the SEC Order and Fair Fund Order and impose double-digit Sewer System rate increases, the large volume of creditors, the requirements in the operative documents relating to the County's warrants that all holders of such obligations must affirmatively consent to any material restructuring of their respective obligations, and the restrictions imposed on the County by state law and the County's current credit rating, the County is unable to negotiate with creditors the terms of a proposed chapter 9 plan of adjustment of debts for the County because such negotiation is impracticable;

WHEREAS, the County reasonably believes that the Receiver or certain creditors may attempt to obtain transfers avoidable under section 547 of the Bankruptcy Code;

WHEREAS, after over three years of diligent efforts toward regaining financial stability, the County has exhausted its options, and additional delays in resolving its financial crisis will further harm the County's prospects for recovery and fixture economic development;

NOW, THEREFORE, BE IT RESOLVED, that the Jefferson County Commission hereby Finds, Determines and Concludes that it is in the best interest of the County to authorize the filing of a petition for relief under Chapter 9 of the Bankruptcy Code on behalf of and in the name of the County;

BE IT FURTHER RESOLVED by the Jefferson County Commission that the President is hereby authorized and directed to execute a petition for relief under Chapter 9 of the Bankruptcy Code on behalf of and in the name of the County and is further authorized to execute, upon the advice of the County Attorney, such other motions, applications, certifications, forms, schedules and documents as are or may become necessary to commence and prosecute a case and to complete and fully discharge the rights and duties of the County under Chapter 9 of the Bankruptcy Code;

BE IT FURTHER RESOLVED by the Jefferson County Commission that counsel for the County may file the Chapter 9 petition with the United States Bankruptcy Court for the Northern District of Alabama upon execution of such petition by the President;

BE IT FURTHER RESOLVED by the Jefferson County Commission that the County shall be authorized - pursuant to Alabama Act 45-248, as amended, the rules and regulations of the Personnel Board of Jefferson County promulgated thereunder, the ordinances, resolutions and administrative orders of the Jefferson County Commission implementing such rules and regulations, and applicable federal law, including Sections 903 and 904 of the Bankruptcy Code - to honor all pre-petition accrued obligations to current County employees for wages and salaries, including earned vacation, severance and sick leave pay and contributions to employee benefit plans;

BE IT FURTHER RESOLVED by the Jefferson County Commission that the County shall be authorized, pursuant to Section 904 of the Bankruptcy Code, to honor pre-petition and post-petition continuing obligations to trade vendors that have provided and continue to provide goods and services to the County in the ordinary course of business and according to the credit terms agreed to by such vendors and the County; and

BE IT FURTHER RESOLVED by the Jefferson County Commission that the President is hereby authorized to retain, upon the advice of the County Attorney, claims and noticing agents and other bankruptcy service providers.

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.

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Statement from Commissioner Sandra Little Brown:

Mr. President, fellow Commissioners, residents, county employees, friends and neighbors: Today I am compelled to make the 1 vote on this Commission that I had hoped I would never have to make, even though as recently as Tuesday of this week I stated that it was time to "stop the train." Still it had been my hope and prayers that we would be able to reach a fair and reasonable negotiated settlement that would be in the best interest of all Jefferson County residents, our sewer system customers, and the people of Alabama.

As a candidate for election to the Commission, I promised the voters of District 2 that I would work diligently to help solve the financial problems facing Jefferson County, with the best interests of the residents of the county being of the utmost priority. And this has always been my first consideration. At the close of our discussions on yesterday, I was fairly optimistic that a fair and reasonable settlement was in reach and that Governor Bentley was sincerely committed to calling a special session of the legislature. However, things took a drastic turn over night on the part of the creditors.

Which brings us back to my position of Tuesday, that it was time to stop the back and forth maneuvering so we can get on with rebuilding the county and relieving ratepayers of the anxiety over the uncertainty of unfair rate increases. Although this Commission did not create the crisis with which it is now confronted, it is the responsibility of this Commission, each and all of us to collectively construct a fair and equitable remedy for its resolution. The voters and residents of the County should accept no less from each of us. I am not unmindful of the fact that today represents the end of our first year in office as a Commission. However, I would much rather view it as the eve of the

beginning of our first year of the rebuilding of Jefferson County, restoring its financial health, and reclaiming its rightful position as the leading economic and cultural center of the State of Alabama. That is both our legacy and our heritage and we owe no less to the people of this great County, and those to follow.

Mr. President I request that my statement be spread upon the minutes of this meeting.

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The Commission Meeting was recessed to meet Wednesday, November 16, 2011, at 9:00 a.m. in Commission Chambers.

The Commission Meeting was not reconvened Wednesday, November 16, 2011.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 12:15 p.m. on Tuesday, November 22, 2011.

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President

ATTEST

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Minute Clerk