

STATE OF ALABAMA)

JEFFERSON COUNTY) September 25, 2012

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

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

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the Minutes of September 11, 2012, be approved. Voting "Aye" Stephens, Knight, Bowman and Carrington.

The Commission met in Work Session on September 18, 2012, and approved the following items to be placed on the September 25, 2012, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 7.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 7.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 15 and Addendum Items 2,3 and 4.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 4.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 12 and Addendum Items 1, 5 and 6.

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

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

Commissioner Carrington stated that the Regular Commission Meeting would reconvene in approximately forty five (45) minutes to one (1) hour.

Thereupon the Commission Meeting was recessed.

The Commission reconvened in regular session Tuesday, September 25, 2012, at 9:58 a.m. with the following members present:

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

A quorum being present the President stated that the next order of business is to consider the following items.

Sep-25-2012-770

Jefferson County Commission
Holiday Schedule

BE IT RESOLVED by the Jefferson County Commission that the following be, and they hereby are, declared as official holidays for County employees for the Fiscal Year 2012 - 2013.

- | | |
|--|------------------------|
| November 12, 2012 (Monday) | Veterans Day |
| November 22 & 23, 2012 (Thursday and Friday) | Thanksgiving |
| December 24 & 25, 2012 (Monday and Tuesday) | Christmas |
| January 1, 2013 (Tuesday) | New Year's Day |
| January 21, 2013 (Monday) | Martin Luther King Day |
| May 27, 2013 (Monday) | Memorial Day |
| July 4, 2013 (Thursday) | Independence Day |
| September 2, 2013 (Monday) | Labor Day |

1 day

Variable Day

BE IT FURTHER RESOLVED that the foregoing shall not interfere with the right or power of any County official or department head to require any employee under his supervision or jurisdiction to be on duty at said time where such County official or department head determines that the presence of the employee is necessary in the public interest.

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

Sep-25-2012-771

Jefferson County Commission
Fiscal Year 2013 Health Department

WHEREAS, the Jefferson County Board of Health, pursuant to Act No. 231,1977 Regular Session of the Alabama Legislature, has presented its Fiscal Year 2012 - 2013 operating budget to the County governing body, the County Commission; and

WHEREAS, the Finance Department did review the Health Board's operating budget, its financial statements and statements of external funding sources, and after which said office did recommend the operating budget to the Commission; and

WHEREAS, the County Commission has discussed the Health Board's budget request.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE, BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that pursuant to that authority as outlined by the 1977 Alabama Legislature Regular Session, Act No. 231, does set the 2012-2013 ad valorem receipts to be paid to the Jefferson County Health Board to be as follows: projected 6,400,000; 2% of all the ad valorem taxes collected in the County for both the County & Municipalities, excluding those ad valorem taxes collected for the State of Alabama and any and all Boards of Educations located in said County.

BE IT FURTHER RESOLVED that the Finance Director is to present a certified copy of this action to the Tax Collector pursuant to Act No. 231,1977 Session of the Alabama Legislature, so that the Tax Collector shall withhold the appropriate amount of ad valorem receipts to be paid over to the Health Board.

Adopted this the 25th day of September, 2012.

I, Diane Townes, Minute Clerk in and for the Jefferson County Commission, do hereby certify that the above is true, literal, and correct copy of a resolution adopted by the County Commission at its regular meeting of the 21st day of August, 2012, at the County Courthouse, Birmingham, Alabama.

WITNESS my hand and the official seal of Jefferson County, Alabama, this the 25th day of September, 2012.

Seal:

Diane Townes, Minute Clerk

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

Sep-25-2012-772

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to adopt the Commuting Vehicle Usage by Department Authorization Forms Summary for Fiscal Year 2012 - 2013.

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

Sep-25-2012-773

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to notify the United States District Court for the Southern District of New York that Jefferson County, Alabama shall be excluded from the JP Morgan settlement class in the lawsuit styled *In re Municipal Derivatives Antitrust Litigation*, MDL No. 1950, Master Docket No. 08-02516 (SDNY).

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

Knight, Stephens, Bowman and Carrington.

Sep-25-2012-774

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to notify the United States District Court for the Southern District of New York that Jefferson County, Alabama shall be excluded from the Wachovia/Wells Fargo Bank NA settlement class in the lawsuit styled *In re Municipal Derivatives Antitrust Litigation*, MDL No. 1950, Master Docket No. 08-02516 (SDNY).

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

Sep-25-2012-775

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute the "Election to Participate in Settlement with UBS AG" and the "Release by Participating Counterparty" set forth below in which UBS AG agrees to pay the County Three Hundred Twenty Nine Thousand Nine Hundred Thirty Six and 97/100 (\$329,936.97) Dollars.

JEFFERSON COUNTY, AL
JEFF SEWELL, COUNTY ATTORNEY
JEFFERSON COUNTY ATTORNEY JEFFERSON
COUNTY COURTHOUSE, RM 214 716 RICHARD
ARRINGTON JR. BLVD. NORTH,
BIRMINGHAM, AL 35203

ELECTION BY ELIGIBLE COUNTERPARTY TO PARTICIPATE IN SETTLEMENT WITH UBS

JEFFERSON COUNTY, AL, hereby elects to participate in the Settlement Agreement Among the Attorneys General of the States and Commonwealths of Alabama, California, Colorado, Connecticut, District of Columbia, Florida, Idaho, Illinois, Kansas, Maryland, Massachusetts, Michigan, Missouri, Montana, Nevada, New Jersey, New York, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Tennessee and Wisconsin and UBS AG, dated May 4, 2011.

By signing below, I am confirming that: (1) I have authority to act on behalf of the Participating Counterparty; (2) the Participating Counterparty was the counterparty to each of the Covered Derivatives listed in the Release; and (3) the Participating Counterparty has not assigned, sold, or otherwise transferred its rights to any of the covered Derivatives (or did not assign, sell, or transfer its rights prior to termination of any of the transactions).

UBS Muni Bond Derivative Settlement

c/o GCG

P.O. Box 9798

Dublin, OH 43017-5698

(800)515-4034

Claim No: 1000058

JEFFERSON COUNTY, AL

716 Richard Arrington Jr. Blvd. Worth, Room 280

Birmingham, AL 35203

W. D. Carrington

(205)325-5688

UBS Muni Bond Derivative Settlement

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Claim No: 1000058

JEFFERSON COUNTY, AL

JEFF SEWELL, COUNTY ATTORNEY

63-6001579

Jefferson County Commission President

carringtond@jccal.org

JEFFERSON COUNTY ATTORNEY JEFFERSON
COUNTY COURTHOUSE, RM 214 716 RICHARD
ARRINGTON JR. BLVD. NORTH,
BIRMINGHAM, AL 35203

RELEASE BY PARTICIPATING COUNTERPARTY

This release executed this 25th day of September, 2012, by the Releasor (as defined below) in favor of the Releasee (as defines below).

DEFINITIONS

- A. "Releasor" shall mean JEFFERSON COUNTY, AL and any of its affiliates, subsidiaries, divisions, groups, associates, general or limited partners or partnerships, predecessors, successors or assigns, including, without limitation, any of their respective present officers, trustees, employees, agents, attorneys, representatives and shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors, successors, assigns or insurers acting on behalf of Releasor.
- B. "Releases" refers to UBS AG, and all of its successors, assigns, subsidiaries, divisions, groups, affiliates and partnerships, including, without limitation, any of their respective past or current officers, directors, and employees (collectively, "UBS").
- C. "Relevant Conduce" shall mean, except as provided below, UBS engaging in any of the following conduct from January 1, 2001 through December 31, 2008, whether by itself or in concert with others: (i) rigging bids or fixing the prices or other terms and conditions of any Municipal Bond Derivatives; (ii) agreeing not to bid for any Municipal Bond Derivatives; (iii) engaging in any other anti-competitive, deceptive, unfair or fraudulent conduct, including misrepresenting or omitting material facts, relating to any Municipal Bond Derivatives. Notwithstanding the forgoing, Relevant Conduct does not include attempts to manipulate underlying interest rates used in the pricing of Municipal Bond Derivatives.
- D. "Municipal Bond Derivatives" shall mean: (i) contracts involving the reinvestment of the proceeds of tax-exempt bond issues, Qualified Zone Academy Bonds, or bonds issued by or on behalf of any governmental a quasi-government or non-profit entity in the United States of America, including but not limited to, states, cities, towns, counties, villages, parishes, school districts, dubs, or various economic development, redevelopment, financing, lottery parking, housing, educational, medical, religious, public safety, building, water, sewer, hospital, transportation, public waste management, environmental, port, park, airport, telecommunications and power authorities, corporation or boards; and (ii) related transactions involving the management or transfer of the interest rate risk associated with those bond issues including, but not limited to, guaranteed investment contracts, forward supply, purchase, or delivery agreements, repurchase agreements, escrow agreements, security sales, swaps, caps, options, and swaptions. Notwithstanding the foregoing, Municipal Bond Derivatives does not include (i) contracts to underwrite the issuance of municipal bonds; (ii) credit default products, such as credit default swaps and credit default options; (iii) swaps, or other agreements between Providers to hedge, manage or otherwise share or transfer their risk on a Municipal Bond Derivative, except to the extent used to facilitate any improper, undisclosed payments to Brokers or the rigging of bids for the reinvestment a management of bond proceeds.
- E. "Provider(s)" shall mean banks, insurance companies, other financial institutions and any other persons or entities that engage in or offer to engage in the business of buying, selling or entering into Municipal Bond Derivatives with Municipal Bond Derivatives Counterparties.
- F. "Settlement Agreement" shall mean the Agreement Among the Attorneys General of the States and Commonwealths of Alabama, California, Colorado, Connecticut, the District of Columbia, Florida, Idaho, Illinois, Kansas, Maryland, Massachusetts, Michigan, Missouri, Montana, Nevada, New Jersey, New York, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Tennessee, and Wisconsin and UBS AG, dated May 4, 2011.
- G. "Effective Date" shall mean the Effective Date of the Settlement Agreement.

RELEASE

1. In consideration of the receipt by Releasor of \$329,936.97 for damages relating to the SECURITIES SALE (approximate trade date 04/23/2003); FORWARD PURCHASE AGREEMENT (approximate trade date 07/14/2003); SECURITIES SALE (approximate trade date 07/30/2003), total payment of which is made by UBS in accordance with the terms of the Settlement Agreement, Releasor does hereby fully release, waive and forever discharge Releasee from all civil claims, counterclaims, cross-claims, damages, debts, demands, disputes, rights, causes of action of any type (whether common law, equitable, statutory, regulatory or administrative, class, individual or otherwise in nature, and whether reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured), or liabilities whenever incurred (including joint and several) of any nature whatsoever, including without limitation, costs, fines, debts, expenses, penalties and attorneys' fees, known or unknown, that it has against the Releasee arising from the Relevant Conduct, in relation to the marketing, sale, or placement of Municipal Bond Derivatives, including any claims that have been asserted in In re Municipal Derivatives Antitrust Litigation, MDL No. 1950, Master Docket No. 0&2516, any actions pending in the United States District Court for the Southern District of New York captioned In re Municipal Derivatives Antitrust Litigation, or any related actions filed in or transferred to the United States District Court for the Southern District of New York that are coordinated with or consolidated into the preceding Civil Action

docket.

2. In the event that the total payment referred to in Paragraph 1 is not made for any reason, then this Release shall be null and void, provided that any payments received by Releasor shall be credited to UBS in connection with any claims that (i) Releasor may assert against UBS; (ii) that are asserted against UBS on behalf of Releasor by a class of which Releasor is a member; or (iii) that are asserted by any third party against UBS as to which UBS may assert a setoff under any applicable law.

3. The Releasor intends by this Release to settle with and release only UBS and does not intend this Release, or any part hereof to extend to, to release or otherwise to affect in any way any rights that the Releasor has or may have against any other party or entity whatsoever, other than Releasee.

4. Releasor hereby waives the provisions of California Civil Code Section 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." This provision shall not be deemed to turn a specific release into a general release.

5. The Releasor represents and warrants that the released claims have not been sold, assigned or hypothecated, in whole or in part.

JEFFERSON COUNTY, AL

63-6001579

716 Richard Arrington Jr. Blvd. North, Room 280

Birmingham, AL 35203

W. D. Carrington

Jefferson County Commission President

(205)325-5688

carringtond@jccal.org

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

Sep-25-2012-776

WHEREAS, the Jefferson County Commission wishes to accept the Stop Loss Health Insurance policy submitted by BSC Insurance Company; and

WHEREAS, the policy is to provide excess insurance coverage for medical health insurance claims exceeding \$250,000.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the policy submitted by BSC Insurance Company, be and hereby is adopted at the rate of \$12.65 (single) and \$24.80 (family) per employee per month.

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

Sep-25-2012-777

WHEREAS, Jefferson County Commission, through the Human Resources Department, has entered into a Broker of Record Agreement with Molton, Allen & Williams, LLC; and

WHEREAS, the Agreement calls for soliciting bids on the behalf of the County for Property and Casualty/Boiler & Pressure Vessel, Excess Workers' Compensation, Crime and Dishonesty, and Professional Liability and General Liability (Malpractice) insurance coverage to mitigate any risk of exposure or loss/damage to properties owned by the County.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President be authorized to direct the Chief Financial Officer to issue a check to Molton, Allen & Williams, LLC in the amount of \$1,263,200.00 to cover the cost of the following for the Jefferson County Commission:

- Lexington Insurance Company, Property and Casualty/Boiler & Pressure Vessel \$667,800.00
- Safety National Casualty. Company, Excess Workers' Compensation \$160,875.00
- National Union Fire Insurance Company (Chartis), Crime & Dishonesty \$ 21,425.00
- Darwin Select Insurance Company, Professional Liability and General Liability (Malpractice) \$413,100.00

This coverage will be for the period from 10/01/2012 through 10/01/2013.

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

Sep-25-2012-778

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the agreement between Jefferson County, Alabama and Hill Administrative Services to provide administration of the County's workers' compensation program through December 31, 2012 in the amount of \$18,000.

AMENDMENT TO CONTRACT NO. 3

This Amendment to the Contract entered into this 7th day of September, 2012, by and between Jefferson County, Alabama hereinafter called "the County") and Hill Administrative Services, Inc., hereinafter called "the Contractor".

WITNESSETH:

WHEREAS, the Jefferson County Commission 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 referenced above, which was approved by the Jefferson County Commission on March 3, 2010, and recorded in Minute Book 159, Pages 417-421, is hereby amended as follows:

TERM OF AGREEMENT

The term of this contract shall be extended for three (3) months from October 1, 2012 through December 31, 2012.

Reason: So Worker's Compensation claims can be handled until new bids are received and new contract awarded.

COMPENSATION

The monthly cost to extend this contract will be \$6,000.00 per month payable per submission of an invoice.

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

JEFFERSON COUNTY, ALABAMA

CONTRACTOR

W. D. Carrington, President

Tracy H. Carter, President

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

Sep-25-2012-779

WHEREAS, the Jefferson County Commission has received the results of the Fiscal Year 2011-2012 Annual Classification Survey that was conducted by the Personnel Board of Jefferson County; and

WHEREAS, the Jefferson County Commission must approve implementation of the Fiscal Year 2011-2011 Annual Classification Survey and establish an effective date; and

WHEREAS, implementing results of the Fiscal Year 2011-2012 Annual Classification Survey as is (grade change/no step increase, and/or allocation increase only) effective October 1, 2012 through the end of Fiscal Year 2013 (September 30, 2013) will cost the County \$7,364.

NOW THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the Fiscal Year 2011-2012 Annual Classification Survey is hereby adopted and implemented effective October 1, 2012.

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

Sep-25-2012-780

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

Agreements with the following:

(a) IBM Corp. - maintenance & support services - \$8,390.22 - FY12-13

(b) Official Payment Holdings - technical support for IVR system - \$3,948 - FY12-13

(c) First Advantage Enterprise Screening - to provide online skills testing services - \$12,000 - August 4, 2012 - September 30, 2013

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

Sep-25-2012-781

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Variable Frequency Drive Maintenance and Repair Contract with ABB Inc. in the amount of \$11,965. This contract provides for reconfiguring two ASC1000 variable frequency drives at the Valley Creek WWTP.

CONTRACT NO: 3614

VARIABLE FREQUENCY DRIVE MAINTENANCE AND REPAIR CONTRACT

THIS AGREEMENT entered by and between Jefferson County Alabama, hereinafter called "the County", and ABB INC. called "the Contractor" shall be effective after the execution of this Agreement and receipt by Contractor of Jefferson County Commission's Notice-to-Proceed.

WHEREAS, the County desires to contract for the maintenance, repair, and reprogramming of two Variable Frequency Drives at the Valley Creek WWTP; and

WHEREAS, the Contractor desires to furnish said Variable Frequency Drive Maintenance and Repair services to the County;

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

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

2. SCOPE OF SERVICES: This contract results from proposal for maintenance and repair of two ASC1000 Variable Frequency Drives, and the proposal is attached hereto for reference. Currently, the ABB variable frequency drives require that the distribution circuit breaker closes each time the pumps are called to run. The distribution circuit breakers are not designed to operate in this manner. A service technician shall come on site for the purpose of reconfiguring the drives to limit the opening and closing of the breakers and perform drive maintenance and repair as required and directed by the County within the scope and fee structure of this agreement. Contractor's standard warranty shall apply to all work conducted hereunder.

3. REPLACEMENT PARTS: Replacement parts are not a part of this contract. Any recommended replacement parts that total less than \$15,000 will be procured by a separate quote; or if the total is \$15,000 or over, by separate Invitation to Bid according to the purchasing laws of the State of Alabama.

4. SCHEDULED WORK: Work will be scheduled Monday through Friday – 7:00 a.m. – 3 p.m. No weekend scheduling or overtime will be involved.

5. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render services to Jefferson County Commission after the effective date of this Contract. The Contract term expires two months after the receipt of the Notice-to-Proceed by the Contractor. The Contract shall remain in full effect until completion of the Scope of Work and acceptance of final payment by the Contractor, up to the maximum term allowed by law.

6. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor.

Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

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

9. COMPENSATION: The Contractor shall be compensated for Services rendered at a cost shown as follows up to the contract cost ceiling of \$11,965.00 :

LABOR SUMMARY

Standard 40 Hours x \$240.00 = \$9,600.00

TRAVEL & LIVING

Miles 100 x \$0.55 = \$55.00

Air Fare 1 x \$1,100.00 = \$1,100.00

Per Diem 5 x \$46.00 = \$230.00

Rental Car / Fuel 5 x \$55.00 = \$275.00

Hotel 4 x \$120.00 = \$480.00

Parking / Tolls 5 x \$16.00 = \$80.00

Other 1 x \$145.00 = \$145.00

Payment terms are Net 30 days after receipt of invoice.

10. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor. The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. Prices do not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. County agrees to pay or reimburse any such taxes which Contractor or its suppliers are required to pay or collect. If County is exempt from the payment of any tax or holds a direct payment permit, County shall, upon order placement, provide Contractor a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

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

12. 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.

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

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

15. VIOLATION: Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement. However, no termination for breach shall be effective unless within fifteen (15) days after receipt of Contractor of County's written notice specifying such breach or default, Contractor shall have failed to initiate and pursue with due diligence correction of such specified breach or default.

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

17. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and

all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage to the extent caused by the negligence of Contractor, its employees, representatives, or subcontractors, their employees in connections with the performance of this agreement. Company obligation under this Section shall not extend to any liability to the extent caused by the negligence of the County, or its employees.

18. LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM.

19. INSURANCE: The successful bidder will maintain such insurance as will protect him from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and Contractor's General and Automobile Liability insurance as required herein shall include Jefferson County, Alabama as Added Additional Insured to the extent of Contractor's indemnification obligations as set forth in Section 17 hereof, including a thirty (30) day(s) written cancellation notice. Evidence of insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. Successful bidder is also required to include the bid number on the evidence of insurance.

Insurance Coverage

Contracting party shall file the following insurance coverage and limits of liability with the County's Human Resource Department and Purchasing Department before beginning work with the County.

General Liability:

\$1,000,000 - Bodily injury and property damage combined occurrence

\$1,000,000 - Bodily injury and property damage combined aggregate

Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

Automobile Liability:

\$1,000,000 - Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence

Jefferson County, Alabama

30 day(s) written cancellation notice

Certificate of Insurance shall include Jefferson County Bid and P.O. number

Under Description of Operations/Locations/Vehicles/Exclusions enter the BID/RFP Number, Project Number or Purchase Order Number Covered by

The Certificate of Insurance

[sic]18. FORCE MAJEURE: Contractor shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of County, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR:

Dan G. Reshel, Managing Director Drives Service

ABB INC.

CONTRACTOR:

Todd Brown, VP & Controller

ABB INC.

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

Sep-25-2012-782

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an agreement between Jefferson County, Alabama and U.S. Department of the Interior in the amount of \$132,700 to continue the operation of ten continuous-record stream flow gaging stations with data-collection platforms in Jefferson County, which includes the water quality monitoring of temperatures, specific conductance, and dissolved oxygen at seven of those stations.

U.S. Department of the Interior	Customer #: 60000001106
U.S. Geological Survey	Agreement #:13ESAL00000034
Joint Funding Agreement	Project #: 0010A/00300
	TIN #: 63-6001579
FOR	Fixed Cost <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Water Resources Investigations	

THIS AGREEMENT is entered into as of the 28th day of August, 2012, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Jefferson County, Alabama, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a program for the operation of eleven stream gaging stations with data collection platforms in Jefferson County, which includes the water quality monitoring of temperature, specific conductance and dissolved oxygen at eight of those stations, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.

- | | | |
|-----|---|--|
| (a) | \$99,955.00 | by the party of the first part during the period
October 1, 2012 to September 30, 2013 |
| (b) | \$132,700.00 | by the party of the second part during the period
October 1, 2012 to September 30, 2013 |
| (c) | Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties. | |

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form D1-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey	Jefferson County Commission
United States	
Department of the Interior	
USGS Point of Contact	Customer Point of Contract
Name: Maurice W. Treece, Jr.	Name: Celeste E. Brown
Address: 75 TechnaCenter Drive	Address: Jefferson County Environmental Services
Montgomery, AL 36117	1290 Oak Grove Road
Telephone: (334) 395-4126	Homewood, AL
Email: mwtreece@usgs.gov	Telephone: (205) 942-7404
	Email:
	W. D. Carrington, President

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

Sep-25-2012-783

WHEREAS, the terms of office of the persons serving as Directors of the Jefferson County Public Building Authority (the "Authority") have expired; and

WHEREAS, each of the persons listed below is qualified to serve as a Director of the Authority under the provisions of Section 11-15-6 of the Code of Alabama.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following persons are hereby elected to serve as Directors of the Jefferson County Public Building Authority for the terms of office shown below:

<u>Name</u>	<u>Expiration of Term</u>
Mr. Jimmy Koikos	September 30, 2014
Ms. Katrina Whitely	September 30, 2016
Mr. Don Holmes	September 30, 2018

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

Sep-25-2012-784

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

WHEREAS, Jefferson County's substantial source of unearmarked governmental funds was an occupational tax; and

WHEREAS, the Alabama Supreme Court has determined that the 2009 statute authorizing the occupational tax was improperly advertised by the Alabama Legislature and is therefore invalid; and

WHEREAS, the Alabama Legislature has failed to date to lawfully enact a statute to replace the lost unearmarked governmental funds; and

WHEREAS, the County's governmental funds are the primary funding sources for essential services including, among other things, the court system, the Sheriff's Department, the jail, the District Attorney, building permits and inspections, land use and zoning, road maintenance, disaster response, senior services, distribution of revenues to public school systems, municipalities, fire districts and the State of Alabama, and, subject to further developments in connection with the County's bankruptcy case, capital expenditures required to keep the County's sewer system in compliance with environmental laws and regulations if such expenditures cannot be paid from sewer system revenues; such governmental funds are also the sole source for payment of the County's general obligation debt; and

WHEREAS, the loss of the unearmarked governmental funds has resulted in the cessation of numerous services provided to the citizens of the County and has already jeopardized the health, safety and welfare of the citizens of the County; and

WHEREAS, the County's general obligation debt consists of \$200,520,000 resulting from three series of general obligation warrants issued in 2001, 2003 and 2004 (the "GO Debt"); and

WHEREAS, approximately \$2,764,303 in aggregate interest payments on the GO Debt are due on October 1, 2012 (the "October 1 GO Interest Payments"); and

WHEREAS, the Jefferson County Commission hereby concludes that making the October 1 GO Interest Payments will accelerate the exhaustion of the unearmarked governmental funds and render the County unable to pay necessary and legitimate expenses of government and to provide essential services to the citizens of the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager shall not make the October 1 GO Interest Payments.

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

Sep-25-2012-785

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Azul Health Care Consulting to provide consulting services for the downsizing and reorganization of Cooper Green Mercy Hospital for the period September 26, 2012 - March 26, 2013 in the amount of \$208,000.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, hereinafter called the "Agreement," entered into this 25th day of September 2012, by and between Jefferson County Commission, hereinafter called "the County", and AJP Health Care Consulting, LLC d/b/a Azul Health Group hereinafter called "Azul."

WHEREAS, the County desires to contract for consulting services for Cooper Green Mercy Hospital; and

WHEREAS, Azul desires to furnish said services to the County through its employee, Otis L. Story.

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

SCOPE OF SERVICES: Azul agrees to provide professional consulting services for the downsizing and reorganization of Cooper Green Mercy Hospital.

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

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is September 26, 2012 through March 26, 2013 (the "Initial Term") with the option for on the part of the County to renew for additional annual terms thereafter, subject to Azul's concurrence with said renewal, provided thirty (30) days prior written notice is provided to Azul of any such renewal (the Initial Term and any exercised renewal term(s) are hereinafter referred to as the "Term")

COMPENSATION: The County will compensate Azul at a fixed hourly rate of \$200 per hour, not to exceed \$208,000 for the Initial Term, payable every two weeks during the Term upon presentation of time records indicating the number of hours spent during the preceding two (2) week period. The invoices shall be paid within ten (10) days of submission. In addition to the fixed hourly rate, the County shall reimburse Azul for living expenses for one employee during the Term consisting of hotel accommodations, food and car expenses to return to Atlanta each week, as well as any direct out of pocket expenses, incurred by Azul or its employee as part of performing the above professional services. Out of pocket expenses shall never include reimbursement for alcohol or first class airfare. Expenses shall be kept within the U.S. General Services Administration (GSA) recommended guidelines at the specified GSA recommended rates for Jefferson County, Alabama. A copy of the relevant per diem rates for Jefferson County is attached hereto as Exhibit A. Invoices for reimbursement of expenses will be submitted to the County Manager's office for payment at least monthly with payment made within ten (10) days after submission of the invoice.

RESPONSIBILITY FOR OTHER PARTIES: Azul acknowledges that Azul is not authorized under this agreement to engage any third party to provide services or advice to the County, other than its agents or independent contractors engaged to provide the stated services stipulated in this agreement.

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

CONFLICTS OF INTEREST: During the term of this Agreement, Contractor agrees not to represent any part with respect to any matter pending before the County without disclosing the nature of such representation, the amount and basis of any fees to be charged with respect thereto, and receiving the written consent of the County to such representation as evidenced by an amendment to this Agreement approved by the Commission.

TERMINATION OF AGREEMENT WITH NOTICE: Either party may terminate this Agreement for cause upon thirty (30) days prior written notice to the other party, provided that the alleged defaulting party shall have the right to cure the default within said thirty (30) day period. Azul will continue to provide services and shall be paid for those services until the Agreement is terminated. The County will be responsible for all reimbursable expenses incurred by Azul through the date of termination.

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-contractor 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.

GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this Agreement is made and entered into 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.

INDEPENDENT CONTRACTOR: Azul acknowledges and understands that the performance of the Services is as an independent contractor and, as such, Azul is obligated for Worker's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for Worker's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. under this Agreement.

NON-DISCRIMINATION POLICY: The County is strongly committed to equal opportunity. The County encourages Azul to share this commitment. Azul agrees that the Services rendered under this Agreement will be done so without regard to race, creed, color, sex, national origin, religion or handicap.

CONTINUATION OF TERMS: The terms of this Agreement that by their context are intended to be performed after the termination or expiration of this Agreement are intended to survive such termination or expiration and shall continue to bind all parties.

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

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

INSURANCE: Azul will maintain such insurance as will protect it and the County from claims under Worker's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this Agreement. Insurance will be written by companies authorized to do business in Alabama. Evidence of insurance will be furnished to the Purchasing Agent. Azul must have adequate general and professional liability insurance of \$500,000 per occurrence.

NOTICES: All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent via certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address:

County: Tony Petelos, Chief Executive Officer
Jefferson County Manager's Office
716 Richard Arrington, Jr. Blvd N
Suite 251
Birmingham, AL 35203
Petelost@jccal.org

Consultant: Otis L. Story, Principal
Azul Health Group
13245 Atlantic Blvd
Suite 4-263
Jacksonville, FL 32225
Otis.stor@azulhealthgroup.com

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

COUNTY FUNDS PAID: Azul and/or the Azul representative who has signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither Azul 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.

Azul declares that, as of the date of this Agreement, neither the County nor any County Commissioner nor any Director nor any other Jefferson County government official is directly or indirectly interested in this Agreement or any contract with Azul for which compensation will be sought during the period of time this Agreement is being performed, and, furthermore, Azul pledges that it will notify the County Attorney in writing should it come to Azul knowledge that any County official or employee becomes directly or indirectly interested in this Agreement or any contract with Azul for which compensation will be sought during the aforesaid period. In addition, Azul declares that, as of the date of this Agreement, neither it nor any of its officers or employees: 1) have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the Jefferson County Commission, or to anyone else for the County's benefit, any sum of money or thing of value for aid or assistance in obtaining this Agreement with the County or any other contract under which compensation will be sought during the period of time this Agreement is being performed; and/or, 2) promised to give or donate, directly or indirectly, to any official or employee of the Jefferson County Commission or to anyone else for the County's benefit, any sum of money or thing of value, for aid or assistance in obtaining any amendment to this Agreement or any contract with Azul for which compensation will be claimed during the period of time this Agreement is being performed.

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

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

AJP Health Care Consulting, LLC d/b/a Azul Health Group

Jefferson County, Alabama:
W.D. Carrington, President
Jefferson County Commission

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
9/25/2012

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	ACLSCERT/FOOD/CARTRIDGE/PATIENTTRANSPORT/MILAGE	CGH: CHAPLAIN	762.71	1900062272
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR SEWER BILLING, CONCRETE AND WEATHER RAD	GEN SVCS: ADMIN	188.95	1900062492
DISTRICT 1	1000193	JEFFERSON CO TREASURER	WEATHER RADIO FOR GENERAL SERVICES SECURITY	GEN SVCS: ADMIN	29.99	1900062552
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR SEWER BILLING MAIL OUT	GEN SVCS: ADMIN	60.16	1900062752
*DISTRICT 1					1,041.81	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	MONEY ORDER , FENCE PARTS SCREWS, OFFICE SUPPLIES	R&T: HIWAY MAINT-KETONA	113.85	1900062496
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SIGN HERE TABS FOR CONTRACTS	SENIOR CITIZEN SERVICES	9.98	1900062672
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PARTS FOR ROOFING, KEYS MADE	R&T: HIWAY MAINT-KETONA	134.50	1900062758
DISTRICT 2	1000193	JEFFERSON CO TREASURER	BOLTS FOR BRIDGE RAILS & GRASS SEED	R&T: HIWAY MAINT-KETONA	233.95	1900062759
DISTRICT 2	1030225	GERALDING JONES	VOLUNTEER TRAINING AUGUST 2, 2012	SENIOR CITIZEN SERVICES	110.96	1900062649
*DISTRICT 2					603.24	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	POSTAGE, ENVELOPES, FOLDERS, PENS, ETC	TAX COLLECTOR-BHAM	804.59	1900062742
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-ENFORCEMENT EXAMINERS	REVENUE	121.10	1900062737
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. POSTAGE-BIRMINGHAM(TITLE APP) 63.14	REVENUE	63.14	1900062738
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-ENFORCEMENT EXAMINERS	REVENUE	346.69	1900062736
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. POSTAGE- CENTER POINT 18.00	REVENUE	18.00	1900062739
DISTRICT 3	1000193	JEFFERSON CO TREASURER	IPHONE CASE AND CAR CHARGER	FINANCE COLLECT& RECOVERY	48.73	1900062319
DISTRICT 3	1033283	FEDERAL EXPRESS	PAYMENT FOR INVOICE FOR WEBSITE VIA FEDEX	INFO TECHNOLOGY	65.27	1900061767
*DISTRICT 3					1,467.52	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR PENS	STORMWATER MGT AUTH INC	5.92	1900062482
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE	STORMWATER MGT AUTH INC	41.31	1900062483
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE	STORMWATER MGT AUTH INC	78.98	1900062486
DISTRICT 4	1000193	JEFFERSON CO TREASURER	REIMBURSE JEFF GUNTER MEMBER 22466 RENEWAL	LAND DEVELOPMENT	50.00	1900062495
DISTRICT 4	1029427	CHARLES DUNCAN OR	SR GRANT REIMBURSEMENT - CHARLES & KAREN DUNCAN	EMA	4,000.00	1900062761
DISTRICT 4	1029429	DAVID FORSYTH OR	SR GRANT REIMBURSEMENT - DAVID/CHRISTIE FORSYTH	EMA	2,731.16	1900062678

DISTRICT 4	1029430	JENNIFER J FREDRICK	SR GRANT REIMBURSEMENT - JENNIFER J FREDRICK	EMA	4,000.00	1900062764
DISTRICT 4	1029438	ANNIE L RODRIGUEZ	SR GRANT REIMBURSEMENT - ANNIE RODRIGUEZ	EMA	3,806.25	1900062679
DISTRICT 4	1029484	DAVID R DONALDSON	SR GRANT REIMBURSEMENT - DAVID R DONALDSON	EMA	3,675.00	1900062762
DISTRICT 4	1029632	WALTER OR LINDA HOUSE	SR GRANT REIMBURSEMENT - WALTER OR LINDA HOUSE	EMA	4,000.00	1900062763
DISTRICT 4	1029682	CHARLES J ERWIN	SR GRANT REIMBURSEMENT - CHARLES ERWIN	EMA	4,000.00	1900062694
DISTRICT 4	1030031	GLENN NEWTON	NOTARY FEES,BND PREMIUM, NOTARY STAMP AND SEAL	PROBATE COURT	126.95	1900062848
*DISTRICT 4					26,515.57	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INK CARTRIDGES;CHART PENS;CONTACTOR;	ES: FIVE MILE CREEK WWTP	156.36	1900062651
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RIVER ROCK - SMALL	ES: CONSTRUCT SEWER LINE	120.00	1900062417
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FLAGS, GAS, AND FILTERS	ES: VILLAGE CREEK WWTP	209.83	1900062675
DISTRICT 5	1000193	JEFFERSON CO TREASURER	A/C DUCT WORK TIES	ES: CAHABA RIVER WWTP	18.93	1900062743
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DISPOSABLE CAMERAS FOR PLANT VEHICLES	ES: CAHABA RIVER WWTP	31.76	1900062744
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DRAIN OPENER FOR SHOP DRAINS	ES: CAHABA RIVER WWTP	15.96	1900062745
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HAMMER DRILL BIT FOR PLANT	ES: CAHABA RIVER WWTP	9.28	1900062746
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLAMP TO REPAIR PLANT WATER LEAK	ES: CAHABA RIVER WWTP	81.72	1900062747
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLAMP TO REPAIR PLANT WATER LEAK	ES: CAHABA RIVER WWTP	106.24	1900062748
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLAMP TO REPAIR PLANT WATER LINE	ES: CAHABA RIVER WWTP	34.46	1900062749
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLAMP TO REPAIR PLANT WATER LINE	ES: CAHABA RIVER WWTP	26.35	1900062750
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COOLER, SHIPPING, OIL, BOTTLES	ES: TRUSSVILLE WWTP	180.08	1900062550
DISTRICT 5	1000193	JEFFERSON CO TREASURER	10" VALVE BOX,5/16 HEX LAG SCREWS,15W TRANSFORMER,	ES: PACKAGE WWTP & PUMP	245.44	1900062551
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CSC REIMBURSEMENT-SGT. JAMES B. MILLER	PER BD: ADMINISTRATION	10.00	1900062723
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FOOD SERVED AT SUPERVISOR'S MEETING LUNCHEON	ES: VILLAGE CREEK WWTP	500.00	1900062753
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COUPLINGS AND ADAPTERS	ES: VILLAGE CREEK WWTP	45.12	1900062754
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHEAVE, BUSHING, ROD	ES: VILLAGE MAINTSHOP	369.98	1900062650
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CSC REIMBURSEMENT-JUDGE ALAN KING	PER BD: ADMINISTRATION	10.00	1900062734
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CERTIFICATION	ES: TRUSSVILLE WWTP	40.00	1900062756
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RE-IMBURSEMENT OF TREASURER PETTY CASH FUND	ES: SANITATION ADMIN	145.00	1900062283
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RATCHET SET, 6" CORE BIT, 1/2" SPRING ARBOR	ES: CONSTRUCT SEWER LINE	73.52	1900062193
*DISTRICT 5					2,430.03	
**					32,058.17	

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

Sep-25-2012-786

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

For Week of 08/28/12 - 09/03/12

RECOMMENDED FOR:

- ENVIRONMENTAL SERVICES: CAHABA RIVER WWTP FROM JIM HOUSE & ASSOCIATES, BIRMINGHAM, AL, FOR ULTRAVIOLET TRANSMITTANCE ANALYZER. SAP PURCHASE ORDER # 2000067385 \$ 16,993.00 TOTAL REFERENCE BID # 136-12
- INFORMATION TECHNOLOGY: INFORMATION SERVICES ADMINISTRATION FROM ALLCOM WIRELESS INC., BIRMINGHAM, AL, TO REPAIR FORESTDALE UPS DUE TO SURGE DAMAGE. SAP PURCHASE ORDER # 2000067344 \$ 24,836.00 TOTAL
- GENERAL SERVICES ADMINISTRATION FROM THOMPSON POWER SYSTEMS, BIRMINGHAM, AL, CHANGE ORDER REQUEST TO ADD FUNDS TO EXISTING PURCHASE ORDER TO COVER ONE (1) ADDITIONAL MONTH FOR GENERATOR RENTAL FOR EMERGENCY POWER. SAP PURCHASE ORDER # 2000066325 CHANGE ORDER \$ 10,082.00 TOTAL PURCHASE ORDER \$20,164.00 TOTAL
- ROADS & TRANSPORTATION FROM UNIVERSAL SEED & SUPPLY, BIRMINGHAM, AL. CHANGE ORDER REQUEST TO ADD FUNDS TO EXISTING PURCHASE ORDER. SAP PURCHASE ORDER # 2000058797 \$15,000.00 FOR BESSEMER MAINTENANCE REFERENCE BID # 101-11 \$14,805.00 FOR KETONA MAINTENANCE CHANGE ORDER \$ 29,805.00 TOTAL PURCHASE ORDER \$49,805.00 TOTAL
- ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM THE MCPHERSON COMPANIES, BIRMINGHAM, AL, TO EXTEND BID AWARD FOR GASOLINE, DIESEL FUEL AND FUEL SERVICES ON AS NEEDED BASIS. CONTRACT PERIOD: 10/01/12-09/30/13. REFERENCE BID # 110-10 ESTIMATED ANNUAL EXPENDITURE \$3,600,000.00 TOTAL
- ROADS & TRANSPORTATION: KETONA HIGHWAY MAINTENANCE FROM VULCAN MATERIALS CO., BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR GRAVEL AND STONE ON AS NEEDED BASIS. CONTRACT PERIOD: 10/01/11 TO 09/30/12. SAP PURCHASE ORDER # 2000059547 CHANGE ORDER \$ 100,000.00 REFERENCE BID # 57-11 PURCHASE ORDER \$120,000.00 TOTAL
- ROADS & -TRANSPORTATION: BESSEMER HIGHWAY MAINTENANCE FROM HANSON PIPE & PRODUCTS, DALLAS, TX, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR CONCRETE PIPE ON AS NEEDED BASIS. CONTRACT PERIOD: 10/01/11-09/30/12. SAP PURCHASE ORDER # 2000058791 CHANGE ORDER \$ 20,000.00 REFERENCE BID # 114-09 PURCHASE ORDER \$ 79,000.00 TOTAL
- SHERIFF'S DEPARTMENT FROM MICHAEL'S AUTOMOTIVE, BIRMINGHAM, AL, TO AWARD BID FOR VEHICLE REFURBISHMENT ON AS NEEDED BASIS. CONTRACT PERIOD: 09/01/12- TO 08/31/15.

REFERENCE BID # 119-12 ESTIMATED ANNUAL EXPENDITURE \$ 130,000.00 TOTAL

9. COOPER GREEN MERCY HOSPITAL (RESPIRATORY) FROM BRACCO/ACIST, CHARLOTTE, NC, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY INVOICES FOR PURCHASE/PAYMENT FOR CT SYRINGES THROUGH 09/30/12. SAP PURCHASE ORDER # 2000058511 CHANGE ORDER \$ 4,300.00 TOTAL
AMERINET CONTRACT# VQ10056 PURCHASE ORDER \$20,300.00 TOTAL

10. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM DIAGNOSTICA STAGO, BOSTON, MA, CHANGE ORDER TO ADD FUNDS TO PAY FOR PAST DUE INVOICES FOR FY12 FOR SUPPLIES, REAGENTS & CONTROLS. SAP PURCHASE ORDER # 2000059716 CHANGE ORDER \$ 7,000.00 TOTAL
REFERENCE BID # 111-06 PURCHASE ORDER \$43,600.00 TOTAL

11. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM LABSO, LOUISVILLE, KY, CHANGE ORDER TO PAY INVOICES FOR FISCAL YEAR 2012 INVOICES FOR THE MONTH OF JUNE. SAP PURCHASE ORDER # 2000060242 CHANGE ORDER \$1,500.00 TOTAL REFERENCE BID # 12-12 PURCHASE ORDER \$17,800.00 TOTAL

12. COOPER GREEN MERCY HOSPITAL (STORES) FROM BECKMAN COULTER, PALATINE, IL, TO PAY MONTHLY LEASE PAYMENTS FOR HEMATOLOGY ANALYZER LEASE *DXH800. SAP PURCHASE ORDER # 2000066944
JULY 2012 \$6,038.59 TOTAL
AUGUST 2012 \$6,038.59 TOTAL
SEPTEMBER 2012 \$6,038.59 TOTAL REFERENCE BID # 204-10 PURCHASE ORDER \$18,115.77 TOTAL

For Week of 09/04/12 - 09/10/12

RECOMMENDED FOR:

1. COOPER GREEN MERCY HOSPITAL (STORES) FROM MULTIPLE VENDORS: C R BARD, SUPREME MEDICAL AND ALL MEDICAL, CONTRACT RENEWAL TO PURCHASE CATHETERS AND ACCESSORIES. CONTRACT PERIOD OF 10/01/12 - 9/30/13. REFERENCE BID # 220-11 C R BARD \$50,000.00 SUPREME MEDICAL \$ 1,500.00
ALL MEDICAL \$25,000.00 FORECASTED AMOUNT BY DEPARTMENT \$76,500.00 TOTAL
2. INFORMATION TECHNOLOGY FROM ALLCOM WIRELESS INCORPORATED, BIRMINGHAM, AL, TO REPAIR RUFFNER MOUNTAIN TOWER DUE TO LIGHTNING. SAP PURCHASE ORDER # 2000067521 \$34,178.57 TOTAL
STATE OF ALABAMA CONTRACT #T300
3. ENVIRONMENTAL SERVICES FROM GENERAL MACHINERY COMPANY, BIRMINGHAM, AL, TO PURCHASE ELECTRICAL SUPPLIES. SAP PURCHASE ORDER # 2000067440 \$13,085.40 TOTAL
4. COOPER GREEN MERCY HOSPITAL: GENERAL SERVICES FROM GENERATOR SERVICES COMPANY, HUEYTOWN, AL, TO PURCHASE ONE (1) SR489 GENERATOR PROTECTIVE REPLAY (\$7,880.00) AND ESTIMATED FREIGHT CHARGE (\$50.00). SAP PURCHASE ORDER # 2000067515 \$7,930.00 TOTAL
5. EMERGENCY MANAGEMENT AGENCY (EMA) FROM FEDERAL SIGNAL CORPORATION, UNIVERSITY PARK, IL, CONTRACT RENEWAL FOR OUTDOOR WARNING SIREN EQUIPMENT. CONTRACT PERIOD: 5/24/12 - 5/23/13. REFERENCE BID # 118-11 HISTORICAL COST \$15,000.00 TOTAL
6. GENERAL SERVICES FROM KNOX PEST CONTROL, PELHAM, AL, CONTRACT RENEWAL FOR PEST CONTROL AND INSPECTION SERVICES. CONTRACT PERIOD: 10/25/12 - 10/24/13. REFERENCE BID # 204-11 HISTORICAL COST \$37,100.00. TOTAL
7. GENERAL SERVICES FROM SIMPLEX GRINNELL, IRONDALE, AL, CONTRACT RENEWAL FOR FIRE ALARM SYSTEM INSPECTION, TESTING AND MAINTENANCE. CONTRACT PERIOD: 10/25/12 - 10/24/13. REFERENCE BID # 206-11 HISTORICAL COST \$75,500.00 TOTAL
8. VARIOUS JEFFERSON COUNTY LOCATIONS FROM CRYSTAL MOUNTAIN, BIRMINGHAM, AL, CONTRACT RENEWAL FOR COFFEE, TEA AND BREWING SYSTEMS (REMOVED FROM 3/27/12 AGENDA). CONTRACT PERIOD: 10/01/12 - 9/30/13. REFERENCE BID # 124-11 HISTORICAL COST \$10,000.00 TOTAL
9. COOPER GREEN MERCY HOSPITAL FROM STERICYCLE, MIDFIELD, AL, CONTRACT RENEWAL FOR INFECTIOUS MEDICAL WASTE COLLECTION AND DISPOSAL SERVICE. CONTRACT PERIOD: 2/22/12 - 2/21/13. REFERENCE BID # 52-11 HISTORICAL COST \$30,000.00 TOTAL
10. VEOLIA ENVIRONMENTAL SERVICES, MOODY, AL, CONTRACT RENEWAL FOR WASTE COLLECTION AND DISPOSAL SERVICES. CONTRACT PERIOD: 10/01/12 - 9/30/13. REFERENCE BID # 175-10 HISTORICAL COST \$120,000.00 TOTAL
11. GENERAL SERVICES FROM INDUSTRIAL FIRE AND SAFETY EQUIPMENT, BIRMINGHAM, AL, CONTRACT RENEWAL FOR FIRE EXTINGUISHER SERVICES. CONTRACT PERIOD: 11/08/12-11/07/13. REFERENCE BID # 217-11 HISTORICAL COST \$15,000.00 TOTAL

12. GENERAL SERVICES FROM TRIPLE POINT INDUSTRIES, LLC, HOOVER, AL, CONTRACT RENEWAL FOR MECHANICAL WATER TREATMENT. CONTRACT PERIOD: 10/25/12 -10/24/13. REFERENCE BID # 207-11
HISTORICAL COST \$67,000.00 TOTAL
13. PACA MEMBERS FROM SUNSHINE BEVERAGES, MONTGOMERY, AL, PACA CONTRACT RENEWAL FOR SLUSH BASED BEVERAGES. CONTRACT PERIOD: 10/01/12 - 9/30/13. REFERENCE BID # 186-12
14. ENVIRONMENTAL SERVICES: VALLEY CREEK WWTP FROM WEATHERTECH DISTRIBUTING, IRONDALE, AL, TO PURCHASE ONE (1) 15-TON HVAC SYSTEM (CARRIER) - \$8,391 AND ONE (1) 20-TON HVAC SYSTEM (CARRIER) - \$10,543. SAP PURCHASE ORDER # 2000067405 \$18,934.00 TOTAL REFERENCE BID # 170-12
15. ENVIRONMENTAL SERVICES: VALLEY CREEK WWTP FROM WITTICHEN SUPPLY, BIRMINGHAM, AL, TO PURCHASE TWO (2) 7.5-TON SPLIT HVAC SYSTEM @ \$5,098 EACH. SAP PURCHASE ORDER # 2000067410
\$10,196.00 TOTAL REFERENCE BID # 170-12
16. ENVIRONMENTAL SERVICES: VALLEY CREEK WWTP FROM GENERAL MACHINERY, BIRMINGHAM, AL, FOR VARIABLE FREQUENCY DRIVES AND ACCESSORIES - THREE (3) DRIVES @ \$2,111 EACH; FOUR (4) DRIVES @ \$3,411 EACH; FOUR (4) MOUNTING KITS @ \$25 EACH AND FOUR (4) FLANGE KITS @ \$141 EACH.
SAP PURCHASE ORDER # 2000067561 \$20,641.00 TOTAL REFERENCE BID # 171-12
17. VARIOUS COUNTY DEPARTMENTS FROM BIRMINGHAM COMPUTER PRODUCTS, BIRMINGHAM, AL, TO EXTEND THERMOGRAVED BUSINESS CARDS CONTRACT FOR NINETY (90) DAYS TO COMPLETE COMPETITIVE BIDDING PROCESS. REFERENCE BID # 196-09 ESTIMATED SPEND \$3,000.00 TOTAL
18. COOPER GREEN MERCY HOSPITAL FROM SYMBOLOGY ENTERPRISES INCORPORATED, SOMERSET, NJ, FOR LABORATORY LABELS. CONTRACT PERIOD: 9/11/12 -9/30/13. REFERENCE BID # 106-12R \$7,349.00 TOTAL
19. GENERAL SERVICES FROM AMERICAN FACILITY SERVICE, ALPHARETTA, GA, TO EXTEND CUSTODIAL SERVICES CONTRACT FOR NINETY (90) DAYS TO COMPLETE COMPETITIVE BIDDING PROCESS.
REFERENCE BID # 168-09 ESTIMATED SPEND \$52,400.00 TOTAL
20. GENERAL SERVICES FROM SOUTHERN BUILDING MAINTENANCE, BIRMINGHAM, AL, TO EXTEND CUSTODIAL SERVICES CONTRACT FOR NINETY (90) DAYS TO COMPLETE COMPETITIVE BIDDING PROCESS.
REFERENCE BID # 168-09 ESTIMATED SPEND \$100,000.00 TOTAL
21. ROADS AND TRANSPORTATION KETONA AND BESSEMER HIGHWAY MAINTENANCE FROM DUNK CONSTRUCTION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR ASPHALT PLANT MIX ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/11 - 9/30/12. SAP PURCHASE ORDER # 2000059515
CHANGE ORDER \$600,000.00 REFERENCE BID # 89-10 PURCHASE ORDER \$800,000.00 TOTAL
22. ROADS AND TRANSPORTATION KETONA AND BESSEMER HIGHWAY MAINTENANCE FROM ERGON, MULGA, AL, CONTRACT RENEWAL FOR EMULSIFIED ASPHALT ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13.
REFERENCE BID # 173-10 ESTIMATED ANNUAL EXPENDITURE \$100,000.00 TOTAL
23. ROADS AND TRANSPORTATION KETONA AND BESSEMER HIGHWAY MAINTENANCE FROM VULCAN ASPHALT REFINING COMPANY, CORDOVA, AL, CONTRACT RENEWAL FOR EMULSIFIED ASPHALT ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. REFERENCE BID # 173-10
ESTIMATED ANNUAL EXPENDITURE \$100,000.00 TOTAL
24. GENERAL SERVICES: BULK STORES WAREHOUSE FROM AURORA CASKET COMPANY INCORPORATED, AURORA, IN, CONTRACT RENEWAL FOR ADULT CASKETS. CONTRACT PERIOD: 11/08/12 -11/07/13.
REFERENCE BID # 203-11 HISTORICAL COST \$20,000.00 TOTAL
25. GENERAL SERVICES: BULK STORES WAREHOUSE (PACA CONTRACT ALSO) FROM CCP INDUSTRIES INCORPORATED, CLEVELAND, OH, TO AWARD CONTRACT FOR WORKER'S RAGS. CONTRACT PERIOD: 9/26/12 - 9/25/13. REFERENCE BID # 158-12 ESTIMATED JCC EXPENDITURE \$11,770.00 TOTAL
26. COOPER GREEN MERCY HOSPITAL (ENVIRONMENT SERVICES) FROM MEADOWOOD INDUSTRIES, BIRMINGHAM, AL, TO AWARD CONTRACT FOR HOSPITAL CUBICLE CURTAIN SERVICES. CONTRACT PERIOD: 10/01/12 - 9/30/13.
REFERENCE BID # 164-12R FORECASTED AMOUNT BY DEPARTMENT \$8,640.00 TOTAL
27. COOPER GREEN MERCY HOSPITAL (STORES) FROM BARD ACCESS SYSTEMS INCORPORATED, SALT LAKE CITY, UT, CONTRACT RENEWAL TO PURCHASE HUBER NEEDLES. CONTRACT PERIOD: 10/01/12 - 9/30/12.
REFERENCE BID # 164-11 FORECASTED AMOUNT BY DEPARTMENT \$20,000.00 TOTAL
28. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM MULTIPLE VENDORS, CONTRACT RENEWAL TO PURCHASE LABORATORY SUPPLIES, CHEMISTRY, AND GENERAL-CGMH. CONTRACT PERIOD: 10/01/12 - 9/30/13.
REFERENCE BID # 134-11R BUY INDIAN \$ 1,500.00 CARDINAL HEALTH \$10,000.00

- ALL MEDICAL \$ 6,500.00 FORECASTED AMOUNT BY DEPARTMENT \$18,000.00 TOTAL
29. LAND PLANNING AND DEVELOPMENT SERVICES FROM THE BIRMINGHAM NEWS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY FOR ADVERTISING SERVICES.
SAP PURCHASE ORDER # 2000058449 CHANGE ORDER \$ 521.50
PURCHASE ORDER \$10,521.50 TOTAL
30. SHERIFF'S DEPARTMENT FROM RESCUE PHONE INCORPORATED, CROFTON, MD, TO PURCHASE CRISIS RESPONSE PHONE/GRANT FUND PURCHASE, SINGLE SOURCE VENDOR. SAP PURCHASE ORDER # 2000067490
\$6,745.00. TOTAL
31. COMMUNITY DEVELOPMENT FROM THE BIRMINGHAM NEWS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY FOR ADVERTISING SERVICES. SAP PURCHASE ORDER # 2000060451
CHANGE ORDER \$ 2,500.00 PURCHASE ORDER \$11,900.00 TOTAL
32. COMMUNITY DEVELOPMENT FROM THE BIRMINGHAM NEWS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ADVERTISING SERVICES. (GRANT FUNDS)
SAP PURCHASE ORDER 2000060449 CHANGE ORDER \$11,500.00
PURCHASE ORDER \$29,600.00 TOTAL
33. COOPER GREEN MERCY HOSPITAL FROM MCCAIN ENGINEERING, BIRMINGHAM, AL, TO REPAIR HOSPITAL BOILER (URGENT NEED). SAP PURCHASE ORDER # 2000067652 \$8,819.00 TOTAL
34. JEFFERSON REHABILITATION AND HEALTH CENTER FROM CONTINUITY HEALTH CARE INCORPORATED, MONTGOMERY, AL, TO PAY INVOICES FROM MARCH THRU JUNE 2012 FOR MEDICAL DIRECTOR SERVICES. MONTHLY FEE: \$4,200.00. AMENDMENT TO CONTRACT BEING PREPARED BY THE PURCHASING DIVISION.
CLARITY CONTRACT # CON-00003344 \$16,800.00 TOTAL
35. ROADS AND TRANSPORTATION KETONA AND BESSEMER HIGHWAY MAINTENANCE FROM KELLY ROAD BUILDERS INCORPORATED, BIRMINGHAM, AL, TO AWARD CONTRACT FOR ROAD MILLING SERVICES ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. REFERENCE BID # 160-12
ESTIMATED ANNUAL EXPENDITURE \$40,000.00 TOTAL
36. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM ACTION TIRE COMPANY, BIRMINGHAM, AL, TO AWARD CONTRACT FOR TIRE RECAPPING FOR LARGE TRUCK TIRES ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. REFERENCE BID # 145-12 ESTIMATED ANNUAL EXPENDITURE \$57,000.00 TOTAL
37. COOPER GREEN HOSPITAL FROM SHRED-IT INCORPORATED, BESSEMER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY OUTSTANDING INVOICES FOR SHREDDING SERVICES. CONTRACT PERIOD: 10/01/11 - 9/30/12. SAP PURCHASE ORDER # 2000062239 CHANGE ORDER \$ 990.00
REFERENCE BID # 162-11 PURCHASE ORDER \$5,640.00 TOTAL
38. ROADS AND TRANSPORTATION BESSEMER FROM NEXAIR, MEMPHIS, TN, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER TO PAY OUTSTANDING INVOICES FOR OXYGEN, ACETYLENE, NITROGEN AND ARGON (CYLINDER CHARGE, DAILY RENTAL CHARGE, FUEL SURCHARGE AND HAZMAT CHARGE INCLUDED). CONTRACT PERIOD: 10/01/11 - 9/30/12. SAP PURCHASE ORDER # 2000059814 CHANGE ORDER \$1,145.00
REFERENCE BID # 1-09 PURCHASE ORDER \$3,895.00 TOTAL
39. COOPER GREEN MERCY HOSPITAL FROM BERNEY OFFICE SOLUTION, MONTGOMERY, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY OUTSTANDING INVOICES FOR PRINTER MAINTENANCE. CONTRACT PERIOD: 10/01/11 - 9/30/12. SAP PURCHASE ORDER # 2000064913 CHANGE ORDER \$ 2,400.00
REFERENCE BID # 104-09 PURCHASE ORDER \$66,400.00 TOTAL

ADDENDUM NO. 1

For Week of 09/04/12 - 09/10/12

RECOMMENDED FOR:

1. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM THERMOFISHER FINANCIAL SERVICES, CINCINNATI, OH, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY INVOICES FOR CHEMISTRY ANALYZER LEASE PAYMENTS. SAP PURCHASE ORDER # 2000062274 CHANGE ORDER \$35,000.00
REFERENCE BID # 203-10R PURCHASE ORDER \$90,000.00 TOTAL
2. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM FISHER HEALTHCARE, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY INVOICES FOR CHEMISTRY REAGENTS AND SUPPLIES. SAP PURCHASE ORDER # 2000062275 CHANGE ORDER \$50,000.00 REFERENCE BID # 203-10R
PURCHASE ORDER \$250,000.00 TOTAL

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

Sep-25-2012-787

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

For Week of 08/28/12 - 09/03/12

1. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM ABBOTT VASCULAR, CHICAGO, IL. TO PAY INVOICE FOR PROGLIDE FOR EMERGENCY ENDOVASCULAR SURGERY ON 07/06/12. SAP PURCHASE ORDER # 2000067377
\$2,450.00 TOTAL
2. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM INTEGRA ORTHOBIOLOGICS, CHICAGO, IL, TO PAY INVOICE FOR DBM PUTTY AS PRESCRIBED BY PHYSICIAN OF CGMH AND ORDERED BY MEMBER OF CGMH SURGICAL STAFF. SAP PURCHASE ORDER # 2000067355 \$1,950.00 TOTAL
3. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM CONMED, NEW YORK, NY, TO PAY INVOICE FOR FLOWCYTOMETRY INTERPRETATIONS. SAP PURCHASE ORDER # 2000067353 \$3,180.00 TOTAL
4. FAMILY COURT FROM ESC FINE JANITORIAL SERVICE, BIRMINGHAM, AL TO SHAMPOO CARPET, STRIP AND WAX ALL TILE FLOORS TO PREPARE FOR AUDITS. SAP PURCHASE ORDER # 2000067384 \$1,000.00 TOTAL
5. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM AMERICAN RED CROSS, CHARLOTTE, NC, CHANGE ORDER TO PAY INVOICES FOR BLOOD & BLOOD PRODUCTS ORDERED AND RECEIVED BY CGMH LAB. CONTRACT IS STILL IN NEGOTIATION PHASE. AMOUNT COVERS CURRENT AND FUTURE INVOICES PER DAWN TAYLOR. CONTRACT IN COUNTY ATTORNEY'S OFFICE. SAP PURCHASE ORDER # 2000059982
CHANGE ORDER \$14,000.00 TOTAL
6. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM UAHSF MANAGEMENT SERVICE ORGANIZATION, BIRMINGHAM, AL, TO PAY INVOICES FOR FLOW CYTOMETRY INTERPRETATIONS PAST AND PRESENT.
SAP PURCHASE ORDER # 2000067333
INVOICE DATES: 09/26/10 - 09/07/11 FISCAL YEAR 2011 \$ 5,040.00 TOTAL
10/11/11- 12/19/11 FISCAL YEAR 2012 \$ 3,134.00 TOTAL
01/19/12 - 02/01/12 FISCAL YEAR 2012 \$ 2,186.00 TOTAL
PURCHASE ORDER \$10,360.00 TOTAL

For Week of 09/04/12 - 09/10/12

1. ENVIRONMENTAL SERVICES: PACKAGE WWTP AND PUMP STATIONS FROM STONE AND SONS ELECTRICAL CONTRACTOR INCORPORATED, BIRMINGHAM, AL, TO PAY INVOICE #221008 DATED 8/29/11 AND INVOICE #2210098 DATED 8/29/11 FOR SERVICES RENDERED DUE TO STORM. SAP PURCHASE ORDER # 2000067511
\$3,778.25 TOTAL
2. ENVIRONMENTAL SERVICES: PACKAGE WWTP AND PUMP STATIONS FROM THOMPSON TRACTOR, BIRMINGHAM, AL, TO PAY INVOICE #ID8678 DATED 8/4/12 FOR SERVICES ALREADY RENDERED TO REPAIR GENERATOR.
SAP PURCHASE ORDER # 2000067497 \$3,693.02 TOTAL
3. COOPER GREEN MERCY HOSPITAL FROM CARDINAL HEALTH, CHARLOTTE, NC, FOR SERVICES ALREADY RENDERED FOR LIQUICHEK ETH LEVEL 3, MARKER CARDIAC LEVEL 1 AND 3, LIQUICHEK PLUS LEVEL 1 AND 3.
SAP PURCHASE ORDER # 2000067526 \$3,905.00 TOTAL
4. COOPER GREEN MERCY HOSPITAL FROM FISHER SCIENTIFIC, LLC, ATLANTA, GA, FOR SERVICES ALREADY RENDERED FOR CREATINE, AMMONIA ULT AND OTHER ITEMS FOR CHEMICAL LABORATORY.
SAP PURCHASE ORDER # 2000067541 \$9,472.31 TOTAL
5. COOPER GREEN MERCY HOSPITAL FROM BIOMERIEUX INCORPORATED, ANALYTAB, ST. LOUIS, MO, FOR SERVICES ALREADY RENDERED FOR BACT/ALERT SN (PLASTIC) AND BACT/ALERT FA (PLASTIC).
SAP PURCHASE ORDER # 2000067522 \$4,575.00 TOTAL
6. COOPER GREEN MERCY HOSPITAL FROM FISHER SCIENTIFIC, LLC, ATLANTA, GA, LEXMARK PRINTER, TONER, AERO C8K 90ML MOD AND CC CART 90ML NATURAL ORDERED BY USER DEPARTMENT.
SAP PURCHASE ORDER # 2000067517 \$5,430.56 TOTAL

7. ENVIRONMENTAL SERVICES FROM DAVLIN LLC, COLUMBIANA, AL, TO PAY PAST DUE INVOICES 015-2012, 016-2012 AND 017-2012 FOR THE MONTHS OF JULY AND AUGUST 2012 FOR GROUNDS KEEPING SERVICES AT VILLAGE CREEK WWTP. THE PURCHASING DIVISION IS PROCESSING AMENDMENT FOR ALL GROUNDS KEEPING CONTRACTS. \$25,000.00 TOTAL
8. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SOUTHERN ORTHOPAEDIC, ATLANTA, GA, TO PAY FOR ORTHO IMPLANTS AS PRESCRIBED BY DR. FLOYD AND ORDERED BY MEMBER OF CGMH SURGICAL STAFF FOR PATIENT(S). SAP PURCHASE ORDER # 2000067532 \$10,526.00 TOTAL
9. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM THERMOFISHER FINANCIAL SERVICE, CINCINNATI, OH, TO PAY INVOICE #12546 FOR LEASE PAYMENT FOR TWO (2) ABBOTT ARCHITECH 64100 - \$6,518.95 AND MAINTENANCE - \$3,916.33 FOR THE PERIOD OF 7/1/12 - 7/31/12. SAP PURCHASE ORDER # 2000067618 \$10,435.28 TOTAL REFERENCE BID # 203-10
10. TAX COLLECTOR FROM THE BIRMINGHAM NEWS, BIRMINGHAM, AL, FOR CITATION ADVERTISEMENTS. ADS PLACED BY DEPARTMENTS. SAP PURCHASE ORDER # 2000067660 \$34,795.75 TOTAL
11. JEFFERSON REHABILITATION AND HEALTH CENTER FROM HILL-ROM, PITTSBURGH, PA, TO PAY FOR BED AND MATTRESS RENTALS AS PRESCRIBED BY PHYSICIAN AND ORDERED BY USER DEPARTMENT ON BEHALF OF PATIENT(S). CONTRACT IN PLACE FOR FUTURE PURCHASES. SAP PURCHASE ORDER # 2000067651 \$9,770.00 TOTAL

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

Sep-25-2012-788

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Reports for the weeks of 8/28/12 - 9/03/12 and 9/4/12 - 9/10/12, 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 and Carrington.

STAFF DEVELOPMENT

Individual Staff Development

Land Planning & Development Services

Jeff Gunter \$434.05

2012 AL Assn. of Flood Managers Fall Conference

Auburn, AL – October 22-24, 2012

Office of Senior Citizen Services

\$901.33

Melanie Gamble

2012 National Medicare Training Program

Atlanta, GA – 20-23, 2012

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

BUDGET TRANSACTIONS

1. Environmental Services \$3,450,000

Add additional funds from ESD fund balance to legal fees to cover legal fees for remaining fiscal year.

Motion was made by Commissioner Knight seconded by Commissioner Stephens that the Budget Transaction be approved. Voting

“Aye” Knight, Stephens, Bowman and Carrington.

Sep-12-2012-789

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

JEFFERSON COUNTY GEOGRAPHIC INFORMATION SYSTEMS
NON-DISCLOSURE AND DATA LICENSE AGREEMENT

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

This LICENSE is subject to the following conditions and provisions:

A) The LICENSE hereby granted is for the use of the LICENSEE for its internal purposes only and may not be assigned, granted, sold, transferred, or in any other way made available to any other individual, firm, company, corporation or government or governmental agency without the specific written consent of Jefferson County.

B) The digital data elements licensed hereby are without any warranty whatsoever, express or implied, or for any particular purpose whatsoever and are accepted by LICENSEE "as is."

C) The term of this LICENSE shall be indefinite. Provided however, LICENSOR may terminate this LICENSE for breach of any of its conditions or provisions by delivery to LICENSEE of a written notice of termination. Upon such termination LICENSEE shall immediately return to LICENSOR all elements and items licensed hereby and all copies thereof. LICENSEE shall not be entitled to any refund of fees. LICENSEE shall be liable to LICENSOR for all damages resulting to or incurred by LICENSOR from the breach hereof.

GIS DIGITAL PRODUCTS AND SERVICES LICENSED HEREBY:

GIS Data and Services

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

JEFFERSON COUNTY, ALABAMA

CONTRACTEE

W. D. Carrington, President

Jefferson County Commission

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

Sep-25-2012-790

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the agreement between Jefferson County, Alabama and Dell Marketing, LP to provide LANDesk Enterprise Suite maintenance and support for FY2012-2013 in the amount of \$20,025.

CONTRACT NO.: 00002844

Contract Amendment No. II

This Amendment to Contract entered into the 1st day of September 2012, between Jefferson County, Alabama, hereinafter referred to as "the County, and Dell Marketing LP hereinafter referred to as the "Contractor" to provide LANDESK Enterprise Suite Maintenance and Support.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's contract number CON00002023, approved by the Commission January 25, 2011.

3. Terms of Agreement and Authorization to Perform Work: The term of this contract shall be from October 1, 2012 to September 30,

2013. The parties further agree that Dell Quote Number 626818209, dated July 1, 2012, is incorporated herein by reference and attached hereto.

7. Compensation: The contractor shall be compensated a sum of \$20,025.00.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Diane Wigington

Public Contracts Manager

Authorized Signature

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

Sep-25-2012-791

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the agreement between Jefferson County, Alabama and B & L Associates, Inc. to provide software and hardware maintenance on the virtual tape system for FY2012-2013 in the amount of \$4,105.

CONTRACT NO.: 00003233

Contract Amendment No. II

This Amendment to Contract entered into the 11th day of September, 2012, between Jefferson County, Alabama, hereinafter referred to as "the County, and B&L Associates, Inc. hereinafter referred to as the "Contractor" to provide virtual tape system software and hardware maintenance.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The contract between the parties referenced above, was approved by the Commission on August 24, 2010; amendment I approved by Commission on November 8, 2011, is hereby amended as follows:

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

October 1, 2012 through September 30, 2013.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

B&L ASSOCIATES, INC.

_____, Authorized Signature

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

Sep-25-2012-792

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of Mike Hale as Sheriff of Jefferson County, Alabama.

Amendment No. II to the Agreement with Cellco Partnership d/b/a Verizon Wireless to provide web-enablement services for the period September 1, 2012 - August 31, 2013 in the amount of \$96,000.

CONTRACT NO: 744

AMENDMENT TO CONTRACT NO. 2
MOBILE WEB ENABLEMENT SERVICES

This Amendment to the Contract entered into this 11th day of September 2012, by and between Sheriff Mike Hale and the Jefferson County Sheriff's Office (collectively the "Sheriffs Office"), and Cellco Partnership d/b/a Verizon Wireless located at One Verizon Place, Alpharetta, GA, 30004, (hereinafter referred to as "the Contractor"). The effective date of this Contract shall be September 1, 2012..

WITNESSETH:

WHEREAS, Sheriffs Office 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 acknowledged by the Jefferson County Commission on the 6th day of July 2010, and recorded in Minute Book 160, Pages 178-181, is hereby amended as follows:

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

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

Sheriff's Department of Jefferson County

Mike Hale, Sheriff

CONTRACTOR:

Cellco Partnership d/b/a Verizon Wireless

Todd Loccisano, Executive Director, Enterprise & Government Contracts

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

Sep-25-2012-793

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following banks are hereby appointed as designated depositories for the Treasurer's Office in accordance with provisions of Section 11-1-7 Code of Alabama 1975 for Fiscal Year 2013.

Alamerica Bank

First Financial Bank

Bryant Bank

Iberia Bank

Cadence Bank

National Bank of Commerce

Citizens Trust Bank

Pinnacle Bank

BB&T

ServisFirst Bank

BBVA Compass

Regions Bank

First Commercial Bank

Wells Fargo

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

Sep-25-2012-794

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the authorized maximum amount for DR Solutions, contract number CON00004381, is increased from \$599,692 to \$868,000 to cover hardware and software for the DR Systems Unity Software PACS Mammo Reporting.

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

Sep-25-2012-795

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Grant Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Hospital and United Way of Central Alabama, Inc. to provide core medical and support services in St. George (HIV) Clinic for the period April 1, 2012 - March 31, 2013 in the amount of \$509,873.07 - Ryan White grant funds.

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

Sep-25-2012-796

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 Birmingham Armored, Inc. to provide armored car transportation services for September 1, 2012 - August 31, 2013 in the amount of \$72,995.

Contract Amendment No. 1

This Amendment to Contract entered into the 1st day of September, 2011, between Jefferson County, Alabama, hereinafter referred to as "the County, and Birmingham Armored Incorporated, hereinafter referred to as the "Contractor" to provide, armored car transportation services.

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 Armored Car Transportation Services ITB #111-10. The Contract between the parties referenced above, which was approved by the Commission on September 13, 2011 and recorded in Minute Book 162, Pages 202-204, is hereby amended as follows:

- Amendment No. 1; Contract Extension Request; 9-1-2012 to 8-31-2013.

Contract History

- Bid #111-10 awarded September 13, 2011.
- Amendment No. 1; Begins the second year of services for \$337.94 per pick-up. This contract may be renewed for a third one year period.

The terms and conditions of Birmingham Armored Incorporated, dated August 27, 2012 is incorporated herein by reference and attached hereto.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

CONTRACTOR

Jade D. Cagle

Birmingham Armored Incorporated

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

Sep-25-2012-797

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Johnson Controls to provide maintenance and management of proprietary building automation controls, hardware and software for specified facilities and equipment for the period October 1, 2012 - October 1, 2015 in the amount of \$1,881,677 (\$608,780 - 2012/\$627,043 - 2013/\$645,854 - 2014).

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

Sep-25-2012-798

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Facilities Technology Group, Inc. to provide support, upgrade and licensing for the work order management system for the period October 1, 2012 - September 30, 2014 in the amount of \$92,339.

PROPRIETARY SOFTWARE SERVICES CONTRACT

THIS AGREEMENT entered into this October 1, 2012, by and between Jefferson County Commission, hereinafter called "the County, and FTG (Facilities Technology Group Inc.) located at 5608 Parkcrest Drive, suite 325 Austin, Texas 78731 hereinafter called "the Contractor."

WHEREAS, the County desires to contract for Off-Site Hosting services and Proprietary software licensing and Support Services for the SiteFM Work Order Management System purchased by the County in July 2009 per RFP #142-09.

WHEREAS, the Contractor desire to furnish said services to the General Services Department;

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

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

SCOPE OF SERVICES: Provide remote hosting of program on secure servers services, daily back-up with historical archiving, level 1 technical support, Full SiteFM program with Web Request, Facilities and EOC Management with BMP Support of proprietary software licensing and support services for approximately 2,332,150 square feet of County building facilities. Year 1 includes an option for system upgrade and licenses for mobile feature to support ANDROID mobile devices.

SCOPE MODIFICATIONS: County reserves the right to modify the square footage covered under this agreement as required to meet the needs of the County. Compensation may be adjusted, increased or decreased, as required based on rate per square foot.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for 3 (three) years beginning October 1, 2012 through September 30, 2015.

COMPENSATION: October 1, 2012 year 1= \$36,443.00 (includes system upgrade); October 1, 2013= \$27,948.00; October 1, 2014=\$27,948. Total contract amount for 3 years = \$ 92,339.00.

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

Contractor: FTG
Bryan Wallace, CEO
5608 Parkcrest Drive, Suite 325
Austin, Texas 78731
Copy to: Jefferson County General Services
Room 1-Director
716 Richard Arrington Jr. Blvd. North
Birmingham, AL 35203

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

Contractor	Jefferson County, Alabama
Bryan Wallace	W.D. Carrington
CEO	President, Commissioner

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

Sep-25-2012-799

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

between Jefferson County, Alabama and Buffalo Rock Company to provide vending services at various County locations for the period September 1, 2012 - August 31, 2015. This is a revenue generating agreement.

CON-4291

RFP # 157-12

VENDING SERVICES CONTRACT

THIS AGREEMENT entered into this 31st day of August 2012, by and between Jefferson County, Alabama, hereinafter called "the County", and Buffalo Rock Company, located at 34A West Oxmoor Road, Birmingham, Alabama 35209, hereinafter called "the Contractor". The effective date of this agreement shall be September 1, 2012. (Exhibits on file in the Minute Clerk's office)

WHEREAS, the County desires to contract for vending services for various Jefferson County locations and;

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** The contract results from proposals solicited on behalf of the Jefferson County Commission, RFP# 157-12 titled "Vending Services", dated July 24, 2012, the terms of which are included herein by reference. The contractor shall perform all necessary vending services provided under this contract as required by the County. The Contractor shall provide the following vending services to various Jefferson County locations in a satisfactory and proper professional manner, as outlined in Buffalo Rock "Full Line Vending Proposal for Jefferson County Commission" herein attached. (See Exhibit A entitled Vending Areas)
3. **ADJUSTMENT TO SCOPE OF SERVICES:** The County reserves the right to adjust the scope of this agreement as required to meet the needs of the County. This may include adding or removing machines at various locations or adjustments needed to accommodate the opening or closing of facilities. If these scope adjustments cause a need for a commission rate change, Contractor will have the right to negotiate with the County. The new rate will be adjusted by contract amendment.
4. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render vending services to the various Jefferson County locations at any time after the effective date of this Contract. This contract will be for a period of three years with Jefferson County Commission approval. The contract will begin on September 1, 2012 and terminate August 31, 2015.
5. **COMPENSATION:** The Contractor will pay commission on net revenue collections. (See Exhibit B entitled Commission Schedule)
6. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
7. **NON-DISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
8. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department will information required for Form 1099 reporting- and other pertinent data required by law.
9. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
10. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the County, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
11. **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.
12. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date. Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.
13. **COUNTY FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that

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

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

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

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

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

Buffalo Rock Company

Jefferson County, Alabama

Gregg Wadsworth

W. D. Carrington, President

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

Sep-25-2012-800

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

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

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

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

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

Z-2012-013 Ben Hamm, Christopher L. Dooley, Russell W. and Pamela J. Lee, and Donna Kay and Ronald W. Yates owners; Carter L. Cooper, agent. Change of zoning on Parcel ID#s 31-23-1-0-57, 57.1, 57.2, and 57.3, Lots 1 thru 4 of the Amended Map of Sherrods 2nd Addition to Concord in Section 23 Twp 18 Range 5 West from R-2 (Single Family) to C-1 (Commercial) for a general retail store (Dollar General). (Case Only: 3459 Warrior River Road, Hueytown, AL 35023) (CONCORD) (1.45 Acres M/L)

RESTRICTIVE COVENANTS: 1. a privacy fence with an exterior green belt along the entire length of the property's reverse frontage along Sherrod Drive, and turning to continue eastward along the south side of parcel 57.3; 2. Delivery trucks shall access directly to and from Warrior River Road only, and shall at no time use any local/residential street, including but not limited to Magnolia Lane and White Drive; 3. the use of the property shall be for a Dollar General store only; 4. the exterior design and construction materials of the building shall, to the maximum extent practicable, be consistent with that of the nearby reconstructed commercial businesses; 5. permanent freestanding signage shall be limited to the monument sign shown on the plan 6. All exterior lighting shall be directed downward onto the property, away from any residential property or public right-of-way, and shall be the minimum necessary for the safety of pedestrians and vehicles.

Motion was made by Commissioner Knight seconded by Commissioner Stephens that Z-2012-013 be approved. Voting "Aye" Knight, Stephens, Bowman and Carrington.

Sep-25-2012-801

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Jef Freeman to fill the unexpired term of John Harrison on the Jefferson County Board of Zoning Adjustment, beginning upon approval and ending December, 2015, 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 and Carrington.

Sep-25-2012-802

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the City of Birmingham to provide election services for the municipal bond referendum to be held on October 9, 2012 in the amount of \$11,733 - revenue.

CONTRACT FOR ELECTION SERVICES

This Agreement is entered into this 9th day of September 2012 by and between Jefferson County, Alabama, political subdivision of the state of Alabama (hereinafter called "the County"), and the city of Birmingham, Alabama, a municipal corporation. (hereinafter called "the City").

WHEREAS, the City's Municipal Bond Election will occur on October 9, 2012 and,

WHEREAS, the City desires to purchase certain election services from the County.

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

For the election on October 9, 2012. The City shall pay to the County, in advance of the provision of any service or equipment, the following unit pricing rates for each service or equipment as follows:

- ePollbook Laptops---\$100.00 each
- Cellular Telephone---\$15.00 each
- Voter list for posting/publishing per thousand names--\$11.00 per 1,000 names on the list rounded up to the next thousand; multiplied by the quantity of list(s) requested.
- Voter List on compact disc per thousand names--\$11.00 per 1,000 names on the list rounded up to the next thousand; multiplied by the quantity of disc(s) requested; plus \$45.00.

This does not include the provision of ballots or other printed materials which shall be acquired by the City separately from the vendor of such ballots and materials.

Bond Election- Requested Equipment

- | | | | |
|----|---|--|-------------|
| a. | ePollbook Laptops (\$100.00 each) | | |
| | 76 Laptops @ 100.00 each = | | \$ 7,600.00 |
| b. | Cellular Telephone (\$15.00 each) | | |
| | 76 Telephones @\$15.00 each = | | \$ 1,140.00 |
| c. | Voter List for posting/publishing | | |
| | (\$11.00 per thousand names rounded up = 134 cost per list) | | |

Multiplied by 1 quantity of list(s) requested =	\$ 1,474.00
d. Voter List on Compact Disc	
(((\$11.00 per thotl-and names rounded up= 134 cost per disc)	
Multiplied by 1 quantity of disc(s) requested + \$45.00=	\$ 1,519.00
Bond Election Equipment or Service Total Cost	\$ 11,733.00

Following receipt of the City's payment, the County shall provide the lists, electronic data, laptops, and cell phones to the City Clerk who shall provide the County with a receipt therefore. The County shall further provide the City with the following at no additional cost:

- An absentee list
- A supplemental absentee list
- Voter books for each voting polling location
- Provisional vote count

The City hereby agrees to accept liability and responsibility for all equipment and materials provided to the City hereby, upon delivery by the County; and City agrees to indemnify and reimburse the County for any loss or damage to the equipment and materials, including County's voting machines, computers or equipment, which occurs following delivery by the County and until pickup by the County following each election, to the extent allowed by law.

This contract contains the entire understanding of the parties hereto and no change of any term or provision of this contract shall be valid or binding unless this contract is amended by written instrument which has been executed or approved by the County and the City.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized representatives.

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

Jefferson County Commission

CITY OF BIRMINGHAM, ALABAMA

William A. Bell, Sr., Mayor

ATTEST

_____, City Clerk

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

Sep-25-2012-803

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.

Cooperative Agreement with Alabama Emergency Management Agency to accept FY2012 Emergency Management Performance Grant funding in the amount of \$250,584 in support of comprehensive planning process that seek to enhance emergency management and catastrophic planning capabilities.

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

Sep-25-2012-804

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Grant Agreement between Jefferson County, Alabama and Alabama Department of Youth Services to provide additional grant funds to fund non-residential community-based interventions for youths who would otherwise be committed to the Department of Youth Services in the amount of \$310,226.

ALABAMA DEPARTMENT OF YOUTH SERVICES AGENCY GRANT AGREEMENT

Fiscal Year 2011 - 2012- AMENDED

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

of Three hundred ten thousand two hundred twenty-six and no/100 dollars (\$310,226.00)

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

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

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

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (HIT or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:

Males / Females between the ages of 11-18 High risk youth adjudicated for misdemeanor and felony property offenses

- Risk of re-arrest will be determined by the risk assessment instrument available on the DYS website
- In order to ensure that the program only serves youth who would have otherwise been committed to DYS, youth with the following characteristics will not be eligible for participation:

- Youth charged with harassment, simple assault, first time misdemeanors, or drug/alcohol offenses
- Status offenders
- Be developed by or in collaboration with the Jefferson County Family Court (JCFC);
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program;
- Maintain data on program participants, including:
 - Demographic Information (name, SSN, Alabama case number, race, gender, home zip)
 - Most Serious Current Offense
 - Most Serious Prior Offense
 - Risk Level
 - Hearing Officer
 - Probation Officer
 - Date Started Program
 - Date Completed Program (if applicable)
 - Successful Completion (Yes or No)
 - If Unsuccessful, Why
 - Committed Due To Unsuccessful Completion (Yes or No)
 - Re-Arrested while in program (Yes or No)
 - Attended all court hearings while in program (Yes or No)
 - Successfully completed probation after program completion (Yes or No)

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

- Produce an annual report by November 30, that includes the following information, at a minimum:
- A narrative description of each program funded by the grant
- Annual summary of participant data
- A description of the program's efforts to evaluate its own effectiveness, along with a summary of the results of all such evaluations.

- Each such annual report shall be made available to the Alabama Department of Youth Services, in addition to quarterly reports as directed by DYS. Decisions about renewing grants will be made based on the court's ability to show through these reports that the funds have been effective in reducing the numbers of youth committed to DYS or HIT.

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

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

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

law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ALABAMA DEPARTMENT OF YOUTH SERVICES

J. Walter Wood, Jr. Legal Review
Executive Director Approved as to form only.

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this 25th day of September, 2012.

W. D. Carrington, President
Jefferson County Commission

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

Resolution to reappoint of Patrick Sellers to the Birmingham Jefferson County Transit Authority Board was carried over.

Sep-25-2012-805

Resolution Authorizing Local Matching Funds (Clastran)

"SECTION 5311 NON-URBANIZED AREA PUBLIC TRANSPORTATION"

WHEREAS, the Jefferson County Commission recognizes the need for a public transportation program; and

WHEREAS, the Jefferson County Commission is recognized as a member of the Jefferson Shelby County Rural Transportation Steering Committee; and

WHEREAS, the Jefferson County Commission recognizes that the requirements to obtain Section 5311 funds from the Alabama Department of Transportation includes a local match of 50% for operating expenses and 20% for administration and capital expenses; and

WHEREAS, the Jefferson County Commission recognizes that the local match will be a shared cost with other participating municipalities being responsible for providing an appropriate allocation of local non-federal funds to secure the operating of the Section 5311 Non-urbanized Area Public Transportation Program.

NOW, THEREFORE, BE IT RESOLVED, that the Jefferson County Commission hereby commits the amount of \$275,000.00 as local non-federal match for capital, administrative and operations expenditures under the Section 5311 Non-urbanized Area Public Transportation Program during Fiscal Year 2013.

Passed and adopted this the 25th day of September, 2012

W. D. Carrington
Elected Official

ATTEST:
Clerk

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

Sep-25-2012-806

WHEREAS, the Jefferson County Commission previously approved a resolution on March 13, 2012 in Minute Book 163, Page 53 authorizing an Agreement between Jefferson County, Alabama and AIDS Alabama, Inc. for a Federal Emergency Shelter Grant (FESG11-03T-AID).

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized and directed to execute the Amendment to extend the contract period to February 28, 2013. This Agreement is from Program Year 2011 Federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter call "the County" and AIDS Alabama, Inc., hereinafter call "the Contractor" to provide services and shelter for the homeless population in Jefferson County. The effective date of this agreement shall be March 13, 2012

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor desires to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on March 13, 2012, in Minute Book 163, Page 53, is hereby amended as follows:

The purpose of this Amendment is to extend the contract period to February 28, 2013.

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

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Kathie M. Hiers, CEO

AIDS Alabama, Inc.

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

Sep-25-2012-807

A RESOLUTION IDENTIFYING SURPLUS COUNTY EQUIPMENT AND
AUTHORIZING DISPOSAL OF SAID EQUIPMENT VIA GOVDEALS.COM

WHEREAS, the County Fleet Manager has determined that following list of retired rolling stock to be surplus and of no further use to the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following list of retired County assets is hereby declared surplus property, to be removed from the fixed assets inventory and disposal via GOVDEALS.COM.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Fleet Manager be and hereby is authorized to execute any documents necessary to effect this transaction

Veh/Equip #	Vin #	Description	Location	Asset #
A976302	2FALP74W4VK194935	SEDAN 4 DR C V 97	VANDERBILT	A976302
A976205	2G1WL52M8V9538750	SEDAN 4 DR LUMINA 97	VANDERBILT	971038
A986016	2FAFP73WIWX186968	SEDAN 4 DR C V 98	VANDERBILT	981991
A916103	2FAFP73WOWX186959	SEDAN 4 OR C V 98	VANDERBILT	981998
A023203	2BSWB25Y62K120412	VAN PASS 12 82500 02	VANDERBILT	20812
A003111	1FMUN4150YEE34043	SUV AM EXCURSION 00	VANDERBILT	002399
A003204	1FMRE11W2YHB09795	VAN PASS 9 E150 00	VANDERBILT	001809
A076601	1D4GP25RX7B12182	VAN PASS 7 CARAVAN 07	VANDERBILT	072304
B953201	1FTEF15Y35NA65861	PU 6K F150 95	VANDERBILT	B953201
B993116	1B7HF16Y9XS214360	PU 6K 4X41500 99	VANDERBILT	000208
B993120	1B7HF16Y3XS214354	PU 6K 4X4 15M 99	VANDERBILT	000209
B003203	1GTGC29R9YF477084	PU 8K TC20953 00	VANDERBILT	001811
B023115	1FTRX18W32NB86186	PV 6K 4X4 X4DR F150 02	VANDERBILT	021503

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

Sep-25-2012-808

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on Interstate 459 within the Limits of Jefferson, County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: IM-I459(308) I-459 Pavement Rehabilitation from CR-143 (Grants Mill Road) to SR-7 (US-11) Planing, Resurfacing, Guardrail and Traffic Counting Units.

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 obtain 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 Notes

(Sheet 2K)

Please refer to: Traffic Control Plan Notes

(Sheet 2M - 2N)

Please refer to: Sequence of Construction and Traffic Control Plan

(Sheets 60 - 76)

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 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 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 25th day of September, 2012

ATTEST

W. D. Carrington

County Clerk

Commission President

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

Sep-25-2012-809

WHEREAS, the Jefferson County Office of Senior Citizen Services (OSCS) has received additional federal grant funds in the amount of \$3,000 that were not allocated from the National Grant Award (NGA); and

WHEREAS, the current amended contract with Youth In Aging was approved on March 22, 2011; Minute Book 161, Page 370; Grant 1 * 149 ACA MIPPA AAA and grant 1 * 150 ACA MIPPA SHIP and not all grant funds were allocated; and

WHEREAS, OSCS wishes to increase PO 2*54642 with Youth In Aging from the amount of \$40,100 to the amount of \$43,100 to pay expense through September 30, 2012; and

WHEREAS, there is no match funds requirement for this grant.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Purchase Order 2*54642/contract with Youth In Aging be increased by \$3,000.

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

Sep-25-2012-810

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is authorized to accept payment from Geico Insurance Company in the amount of \$6,112.60 in return to title to County Vehicle A062219.

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

Sep-25-2012-811

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is authorized to accept payment from Allstate Insurance Company in the amount of \$16,859.35 in return to title to County Vehicle A062219.

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

Sep-25-2012-812

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of AAA Insurance on behalf of Steve High in the amount of One Thousand Six Hundred Twenty Two and 97/100 (\$1,622.97) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to AAA Insurance in the amount of \$1,622.97 and forward it to the County Attorney for disbursement

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

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

Sep-25-2012-813

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to execute the TERM SHEET REGARDING THE BESSEMER JUSTICE CENTER AND RELATED OBLIGATIONS set forth below.

TERM SHEET REGARDING THE BESSEMER JUSTICE CENTER AND RELATED OBLIGATIONS

This document sets forth the principal terms of a structure for effecting a settlement of issues relating to the August 1, 2006 Lease Agreement (the "Lease") between Jefferson County and the Jefferson County Public Building Authority (the "PBA") and the related financing structure, particularly the August 1, 2006 Trust Indenture (the "Indenture") between the PBA and First Commercial Bank (the "Indenture Trustee"), which financing is insured by Ambac Assurance Corporation ("Ambac") (and in turn 40% reinsured by Assured Guaranty Re Ltd. ("Assured")). Capitalized terms used but not otherwise defined herein have the meanings specified in the Lease.

1. General Background

(a) Any potential settlement is subject to negotiation regarding substantive terms, drafting of operative documents, and formal submission to and approval by the Jefferson County Commission. The County would also submit the settlement for Bankruptcy Court review and approval under Federal Rule of Bankruptcy Procedure 9019 ("Rule 9019").

(b) The County has filed a motion to approve rejection of the Lease under Bankruptcy Code section 365(a), which Ambac, the Indenture Trustee, and others have opposed. Any settlement is predicated upon (1) the Bankruptcy Court granting the rejection motion at the hearing rescheduled for September 27, 2012; or (2) the Indenture Trustee acting on behalf of the PBA to extend the assumption/rejection deadline under Bankruptcy Code section 365(d)(4)(B)(ii) for approximately 90 days to permit documentation of the settlement. Notwithstanding the County's rejection of the Lease or any continuance, and without prejudice to the parties' other rights, the parties will agree to a 90-day standstill period while a settlement is being documented and approved (for the avoidance of doubt, the standstill will not preclude the filing of a rejection damages claim as required by the existing bar date order). The parties will use their reasonable, good faith efforts during the standstill period to draft and execute definitive settlement documents consistent with the terms and structure set forth herein.

(c) The County, Ambac and the Indenture Trustee (in the limited fashion described below) will enter into an agreement including the following material provisions. The County Commission will reconstitute the PBA as necessary to effectuate the terms of the settlement agreement, the New Lease (as defined below), and related documents.

2. Rejection of Lease; Re-letting under New Lease

(a) The order granting the County's Rule 9019 motion (the "9019 Order") will provide that the Lease is deemed rejected and that the sole remedies that may be asserted by the PBA, or by any entity acting on the PBA's behalf, including the Indenture Trustee, with respect to the rejection of the Lease will be (1) re-letting the Warrant Financed Facilities to the County under a new lease (the "New Lease") or to a third-party on expiration of the New Lease or any non-renewal thereof; and (2) the filing of a rejection damages claim consistent with the Bankruptcy Court's existing bar date order, which rejection damages claim may be filed by the Indenture Trustee (together with the May 30, 2012 proof of claim previously filed by the Indenture Trustee with respect to the Lease, the "PBA Claim"). In addition and for the avoidance of doubt, the 9019 Order will provide that the Lease will be deemed terminated and superseded in all respects by the New Lease and that all parties will be bound to the terms of the New Lease from and after the effective date of the settlement.

(b) Pursuant to sections 11.2(d)(2), 16.3(b), and 16.9(d) of the Indenture, Ambac will instruct the Indenture Trustee not to take any actions to enforce or realize on the PBA Claim, other than pursuant to the settlement, in light of the deemed satisfaction of the PBA Claim through this settlement.

(c) Notwithstanding rejection of the Lease, the parties understand and acknowledge that the County will be entitled to continue to occupy the premises in accordance with the New Lease and that the PBA will not assert (directly or through the Indenture Trustee) any administrative expense claims or other claims beyond the PBA Claim.

(d) The County will have the option to renew the New Lease on a year-by-year basis as currently established under section 4.1(b) and (c) of the Lease. Section 4.1 of the Lease will be modified to add a new section 4.1(e) to provide that if the County gives notice of non-renewal on before August 30 of a given year, then notwithstanding the preceding provisions of section 4.1, the County may, by written notice to the PBA and Ambac, elect to remain at the premises on a holdover basis for a period of up to one year after October 1 of that year, provided that rent during such holdover period shall be paid monthly and prorated based on the rent applicable to such period under the New Lease. In the event of such election, the term of the New Lease shall not be automatically extended through September 30 of the following year notwithstanding the County's continued occupancy of the premises on October 1 of the year such non-renewal notice is given.

(e) Except as modified in a fashion consistent with the settlement agreement, the terms of the New Lease will be substantially similar to the terms of the Lease, and the security for the Warrants and the County's obligations under the New Lease will be substantially similar to the existing security for the Warrants and the County's obligations under the Lease. The following provisions of the Lease will not be included in the New Lease: section 3.2, section 3.3, section 4.3, section 8.1(b), and section 8.1(d).

(f) The New Lease and the 9019 Order shall be publicly recorded in the Alabama real property recording system as replacing and superseding the existing Lease.

3. Payments

(a) The Indenture Trustee's existing and future fees and expenses may be paid from the funds remaining in the Reserve Fund (as supplemented by any additional funds resulting from termination of the Forward Agreement, as discussed below) after the October 2012 interest payment in accordance with the Indenture; provided, however, that the aggregate amount available to pay such fees shall not exceed \$500,000, after giving effect to the payment of up to \$200,000 previously approved by an order of the Bankruptcy Court (the "Fee Reserve Amount"). The Indenture Trustee shall retain its charging lien under the Indenture to secure the repayment of any fees in excess of the Fee Reserve Amount. Any amounts remaining in or to be deposited in the Reserve Fund in excess of the Fee Reserve Amount shall be applied as set forth in the Excel spreadsheet attached hereto as Schedule A (the "Payment Schedule").

(b) The County's outstanding unreimbursed Acquisition Costs (roughly \$480,500) will be reimbursed in full from the Acquisition Fund, which has a current balance of \$15,813,203. The County will then provide the certification contemplated by section 6.6(d) of the Indenture and section 3.5 of the Lease.

(c) Ambac and the Indenture Trustee (as directed by Ambac) will provide the County with liquidity relief by applying the remaining funds in the Acquisition Fund and Reserve Fund as set forth in the Payment Schedule.

(d) The County shall make modified payments into the Reserve Fund as set forth on the Payment Schedule.

(e) Pursuant to sections 11.2(d)(2), 16.3(b), and 16.9(d) of the Indenture, Ambac will instruct the Indenture Trustee to enforce its rights against the Acquisition Fund in accordance with the settlement and the Payment Schedule. Moreover, on the condition that the County continues to make (or to prepay) the stipulated payments set forth in the Payment Schedule, Ambac will instruct the Indenture Trustee not to exercise any remedies available under the Indenture against the PBA or the County (including, without limitation, exercising or controlling the PBA's rights and remedies vis-à-vis the County, evicting the County from the premises, or accelerating the indebtedness under the Indenture).

(f) Ambac will agree to continue to pay interest and principal under the Indenture that is not otherwise funded (including from the Reserve Fund, the Acquisition Fund, or payments from the County pursuant to the settlement) in accordance with its August 17, 2006 Financial Guaranty Insurance Policy (the "Policy").

(g) Subject to the County's prepayment rights, the County will pay the amounts set forth in the Payment Schedule.

(h) The County will have the right to prepay amounts due or to become due under the New Lease in amounts of \$500,000 or more on any lease payment date, which amounts will be applied to result in a reduction in the rent payments starting on October 1, 2026, on a first dollar basis, equal to the amount that is paid by the County plus the interest (at an annual rate of 5.75%, compounded semiannually) that would have accrued on such amount had the County not made such prepayment.

(i) Without limiting the foregoing point 3.(h), from and after October 1, 2026, the County shall have the right to satisfy the New Lease in its entirety by making an aggregate payment in the amount of (1) the nominal sum of all future payments due through the remainder of the New Lease's term, (2) discounted to present value as of the payment date utilizing a discount rate of 5.75%.

(j)

(k)

(l)

4. Miscellaneous

(a) Provided that the County has made all of the payments specified on the Payment Schedule, (1) Ambac will waive and release any claims for reimbursement, indemnity, based upon subrogation, assignment or otherwise against the PBA and the County; and (2) the County will pay the PBA the sum of \$1,000 to acquire all right, title, and interest in and to the Warrant-Financed Facilities from the PBA, which amount will in turn be paid to Ambac.

(b) The County's chapter 9 plan will (1) separately classify as one class the PBA Claim, Ambac's claims relating to its Policy, and Assured's claims relating to its reinsurance agreement; and (2) provide that any and all claims in the class will be deemed satisfied through the County's recognition and performance of its obligations under the settlement.

(c) On the condition that the County continues to make the stipulated payments, Ambac will agree not to oppose the plan's classification and treatment set forth in the immediately foregoing point 4.(b); pursuant to sections 11.2(d)(2) and 16.9(d) of the Indenture, Ambac will instruct the Indenture Trustee to exercise the Indenture Trustee's powers, rights, and remedies under section 15.4 of the Indenture and section 5.1(b) of the Lease by voting the PBA Claim in favor of the plan.

(d) The agreement will provide that if the County, after a 30 day grace period, fails to make the required payments (after giving effect to any prepayments), then Ambac shall have no further obligation to instruct the Indenture Trustee not to exercise any available remedies.

(e) Although this arrangement should generally be neutral from the perspective of the warrant holders, the County will seek Bankruptcy Court approval of the settlement pursuant to Rule 9019 and (through the Indenture Trustee) provide notice of the settlement to the existing warrant holders, thereby providing a potential opportunity to object.

(f) Ambac will contribute up to \$200,000 to pay closing costs of any full refunding of the lease warrants occurring prior to December 31, 2020.

5. Termination of Forward Agreement

(a) All parties will consent in writing to the termination of that certain Reserve Fund Forward Delivery Agreement dated as of August 31, 2006 (the "Forward Agreement").

(b) Any "Termination Amount" payable by JPMorgan Chase Bank, N.A. under the Forward Agreement shall be deposited in the Reserve Fund and shall alternatively be used (1) for application to the warrant indebtedness and reduction of the initial payment to be made by Ambac under the Policy (with corresponding changes made to the rest of the Payment Schedule); and/or (2) to fund the Fee Reserve Amount to the extent the existing funds in the Reserve Fund are insufficient for that purpose.

The parties have reached the foregoing agreement in principle regarding a settlement structure and, subject to its terms, will attempt in good faith to draft and implement a definitive settlement. Except as set forth above, this term sheet is non-binding.

JEFFERSON COUNTY, ALABAMA

By: W. D. Carrington

Its: President

AMBAC ASSURANCE CORPORATION

By:

Its:

FIRST COMMERCIAL BANK, as Indenture Trustee

By:

Its:

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

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

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

Commissioner Carrington stated that the Regular Commission Meeting would not reconvene, but would reconvene Wednesday, September 26, 2012 and that notice of the time would be given to the public.

The Commission reconvened in regular session Wednesday, September 26, 2012, at 10:00 a.m. with the following members present:

District 1 - George F. Bowman

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

A quorum being present the President stated that the next order of business is to consider the following item.

Sep-26-2012-814

Jefferson County Commission
Fiscal Year 2012-2013 Operating/Capital Budget

WHEREAS, Section 11-8-3. Code of Alabama, 1975, requires the County Commission of Jefferson County, Alabama to adopt an estimate of income and an estimate of expense of operations for the fiscal year commencing October 1, 2012, and ending September 30, 2013 and to appropriate for the various purposes the respective amounts; and

WHEREAS, the said County Commission has carefully considered requirements for each department in the county government and has estimated the income and expense of operations and has prepared a balanced budget totaling \$570,213,495 for the following funds for the ensuing year:

General Fund	159,740,715
General Fund (pass-thrus, grants, state funds)	26,716,525
Road Fund	18,779,271
School Warrant Fund	85,142,513
Community Development Fund	10,459,072
Economic Development Fund	5,304,619
Capital Projects	6,978,050
Capital Road Projects	3,400,000
Public Building Authority	5,482,074
Cooper Green Hospital Fund	65,000,000
Jefferson Rehabilitation and Health Center Fund	8,535,696
Landfill	1,000,000
Sanitary Operations Fund	170,896,330
Community Development Home Program Fund	686,731
Emergency Management Agency Fund	1,445,143
Pension Board Fund	646,756
Debt Service Fund	-
TOTAL OPERATING/CAPITAL BUDGET	570,213,495

NOW, THEREFORE, BE IT RESOLVED, by the County Commission of Jefferson County, Alabama, that the County Operating Budget for Fiscal Year 2012-2013 be and the same is hereby adopted.

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

Motion was made by Commissioner Bowman to approve a resolution to loan the City of Birmingham election equipment. There was no second to this motion.

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Tuesday, October 9, 2012.

President

ATTEST

Minute Clerk