

STATE OF ALABAMA)

JEFFERSON COUNTY) November 6, 2013

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

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Knight seconded by Commissioner Brown that the Minutes of October 21, 2013, be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

---

The Commission met in Work Session on November 6, 2013, and approved the following items to be placed on the November 6, 2013, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 3 and Addendum Items 3 - 6.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 11.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 12 and Addendum Item 2.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 3 and one additional item.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 25 (excluding Item 14) and Addendum Item 7.

---

Nov-6-2013-848

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim of Carrie Dooley is hereby denied.

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

---

Nov-6-2013-849

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by Betty Riley has been denied.

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

---

Nov-6-2013-850

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim of Deborah Whitaker is hereby denied.

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

---

Nov-6-2013-851

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Darrell Long in the amount of One Hundred Seventy Three and 90/100 (\$173.90) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Darrell Long in the amount of \$173.90 and forward it to the County Attorney for disbursement.

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

---

Nov-6-2013-852

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of Graysville Gas & Water is hereby denied.

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

---

Nov-6-2013-853

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Frankie Sauls in the amount of Four Thousand Five Hundred Fifty Two and 28/100 (\$4,552.28) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Frankie Sauls in the amount of \$4,552.28 and forward it to the County Attorney for disbursement.

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

---

Nov-6-2013-854

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Richard Smith in the amount of One Thousand Six Hundred Ninety and 00/100 (\$1,690.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Richard Smith in the amount of \$1,690.00 and forward it to the County Attorney for disbursement.

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

---

Nov-6-2013-855

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of Sanchell Lashley in the amount of Two Thousand and 00/100 (\$2,000.00) Dollars.

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

Nov-6-2013-856

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the new unclassified position of Assistant County Attorney VII be created. The starting salary for Assistant County Attorney VII will be in the range of \$68,000.00 to \$72,000.00 plus fringe benefits.

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

Nov-6-2013-857

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute Change Order No. 2 to the Village Creek WWTP Miscellaneous Storm Repairs contract between the Jefferson County Commission and Dunn Building Company, Inc. The Change Order increases the scope of work to include repairs to the drying bed structure at the Trussville WWTP that if left unresolved could cause further damage to the facilities. The Charge Order increases the contract amount \$29,229.00, from \$199,604.00 to \$228,833.00 and changes the contract time from one hundred twenty (120) calendar days to one hundred ninety (190) days.

CHANGE ORDER

PROJECT: Village Creek Emergency Storm Repairs

CHANGE ORDER NO.: 2

DATE: September 13, 2013

CONTRACTOR: Dunn Building Company, LLC.

CONTRACT NO.: 11036

Copies to: Owner Engineer Contractor \_\_\_\_\_

Description of change:

This change includes repairs to the drying bed structure at the Trussville Wastewater Treatment Plant as described in the attached proposal.

Original Contract Amount.....	\$ 2,179,476.00
Net Change by Previous Change Orders.....	\$ 1,979,872.00
Contract Amount Prior to This Change Order.....	\$ 199,604.00
The Contract will be Increased by this Change Order in the Amount of.....	\$ 29,229.00
The New Contract Amount Including this Change Order is.....	\$ 228,833.00

The changes in contract scope described in this change order are hereby incorporated into the contract. The previously approved contract price was \$ 199,604.00 . The new approved contract price is \$ 228,833.00 .

The Contract period shall be extended through September 13, 2013 and extended 70 days beyond. Therefore the new completion date shall be: November 22, 2013

Not valid until signed by the Owner, Engineer, and Contractor.

Krebs Engineering, Inc.

Dunn Building Company, LLC.

Jefferson County Commission

W. D. Carrington, President

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

Nov-6-2013-858

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute a Hold Harmless and Indemnification Agreement between Jefferson County and Buckeye Terminals, LLC., for the installation/construction of a 12" steel petroleum pipeline across easements and sewer lines of Jefferson County. There is no cost to the County associated with said agreement.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

WHEREAS, Buckeye Terminals, LLC has contracted with Parker and Sons, Inc, for the installation / construction of a 12" steel petroleum pipeline across easements and sewer lines of Jefferson County as shown on Exhibit A, attached hereto; and

WHEREAS, Buckeye Terminals, LLC agrees to indemnify Jefferson County and to certain other requirements, hereinafter set forth.

W I T N E S S E T H:

IN CONSIDERATION OF THE PREMISES HEREOF and the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is acknowledged by the parties the parties agree as follows:

- I. Jefferson County shall provide access to the sewer line easements for Parker and Sons, Inc (as contractor for Buckeye Terminals, LLC) to install/construct said 12" steel petroleum pipeline.
- II. Buckeye Terminals, LLC agrees to:
  - A. Indemnify and hold harmless Jefferson County, its elected officials, successors, employees, agents and attorneys from any and all damages, claims or suits caused by 12" steel petroleum pipeline construction/installation. This indemnification and hold harmless includes furnishing a defense to any such claim or suit and paying promptly in full any such judgment, costs, expenses or charges relating thereto that may result. Insurance certificates shall be held by the contractor and made available to Jefferson County before construction begins in the amounts of a)\$1,000,000 for each occurrence involving bodily injury or property damage; b) \$2,000,000 general aggregate. Buckeye Terminals, LLC agrees to require its contractor to name Jefferson County Commission as an insured party in the contractor insurance certification section of the foregoing insurance policies.
  - B. Accept full responsibility for any and all damages to said sewer line caused by the construction/installation of said 12" steel petroleum pipeline. Extreme caution must be exercised so as to not damage said sewer line. If any damage is done to the sewer line during the construction/installation of said 12" steel petroleum pipeline, it will be the responsibility of Buckeye Terminals, LLC to provide and pay all costs for a Jefferson County Environmental Services Department pre-qualified contractor to perform any and all necessary repair(s) and/or replacement of said sewer line including bypass pumping and ancillary cost, at Jefferson County's direction. Furthermore, Buckeye Terminals, LLC must require its contractor (Parker and Sons, Inc) to provide a performance bond sufficient in amount to pay for the repair(s) and/or replacement of said sewer line if any damages should occur.
  - C. Be responsible for any costs of the cleanup of any sewage spill(s) that may occur as a result of damage to said sewer line caused by the construction of said 12 inch petroleum pipeline as well as be responsible for any fines assessed by the Alabama Department of Environmental Management and the U. S. Environmental Protection agency that are related to said spill(s).
  - D. Be responsible for any and all damages to said sewer easement, including but not limited to, landscaping and grass and to restore it back to its original condition.
  - E. Not to impede the County's ability to maintain or operate the Sewer located in subject easements.
  - F. To protect all adjacent properties from any soil erosion, as well as trash or debris caused by the construction activities of said 12" steel petroleum pipeline.
  - G. Jefferson County Environmental Services must approve any temporary altering to said sewer line easement if said temporary altering is necessary.
  - H. Not to use said easement for storage (no vehicles, equipment, construction materials, dirt, rock and/or stone, debris, etc.).
  - I. Be responsible for any traffic control necessary for the safe ingress and egress of said easement and comply with all federal, state and local laws, rules, regulations and ordinances applicable to said 12" steel petroleum pipeline installation/construction.
  - J. Be responsible for contacting the Jefferson County Environmental Services Department (Sewer Construction Supervisor at 205-325-5127) at a minimum of one week prior to any scheduled work on said 12" steel petroleum pipeline.
  - K. Be responsible for any costs whatsoever including but not limited to construction, damages, lawsuits, environmental fines associated with this agreement at no cost to the County.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

JEFFERSON COUNTY, ALABAMA  
 W. D. Carrington, President  
 Jefferson County Commission  
 Buckeye Terminals, LLC  
 David J. Pepe, Director, Project Engineering

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the agreement between Jefferson County, Alabama and Davlin, LLC to amend the terms of the agreement and the Authorization to Perform Work paragraph for the period October 1, 2013 - September 30, 2014.

Contract ID: CONES- NO. 2664

Bid # 91-11

AMENDMENT TO CONTRACT NO. 2

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and Davlin, LLC ( hereinafter called "the Contractor").

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the John S. Young, Jr. LLC on July 19, 2011 is hereby amended as follows:

Amend the terms of Agreement and Authorization To Perform Work paragraph as follows: This contract will be effective October 1, 2013 through September 30, 2014.

SUBLETTING, ASSIGNMENT OF TRANSFER:

The Contractor agrees to consent to the assignment of this contract to the Jefferson County Commission, Jefferson County, Alabama. Terms Owner and/or John S. Young Jr., LLC, Receiver, Jefferson County, Alabama shall be replaced with Jefferson County Commission. The agreement is now Davlin, LLC and the Jefferson County Commission.

NON- DISCRIMINATION POLICY:

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

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.

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

JEFFERSON COUNTY, ALABAMA

W.D. Carrington

Commission President

CONTRACTOR:

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

JEFFERSON COUNTY COMMISSION  
Finance Department  
Unusual Demands  
11/07/2013

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 2	1000193	JEFFERSON CO TREASURER	MATERIAL FOR THE OUTREACH MEETINGS	ECON DEV WRKFORCE INVEST	35.00	1900073120
DISTRICT 2	1000193	JEFFERSON CO TREASURER	VEHICLE TAGS, VEHICLE PART	FLEET MGMT: ADMIN	108.19	1900073417
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TRAVEL REFUND KEITH STROTHER	ECON DEV WRKFORCE INVEST	9.01	1900073119
DISTRICT 2	1003767	FREDERICK HAMILTON	TRAVEL: IEDC CONFERENCE- F. HAMILTON (REFUND)	ECON DEV WRKFORCE INVEST	136.52	1900073404
*DISTRICT 2					288.72	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. POSTAGE - B'HAM TITLE REMITS -79.82	REVENUE	79.82	1900073498
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. POSTAGE - B'HAM TITLE REMITS -96.51	REVENUE	96.51	1900073090
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-EXAMINERS - AUGUST 2013	REVENUE	215.06	1900073091
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-EXAMINERS - SEPT 2013	REVENUE	246.66	1900073490
DISTRICT 3	1027789	HENDERSON & ASSOC	COURT REPORTING SVCS INV 58755, 58753, & 58719	BD OF EQUAL - BHAM STATE	2,434.90	1900073406
*DISTRICT 3					3,072.95	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE	STORM WATER MGT DEPT	14.18	1900073408

DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR OFFICE SUPPLIES	STORM WATER MGT DEPT	23.00	1900073409
DISTRICT 4	1029688	A L OR PATRICIA TAYLOR	SR REIMBURSEMENT - AL OR PATRICIA TAYLOR	EMA	2,464.50	1900073393
DISTRICT 4	1030290	DEMPSEY C TUTTLE	SR REIMBURSEMENT - DEMPSEY TUTTLE	EMA	4,000.00	1900073394
DISTRICT 4	1030698	JAMES D SMITH	SR REIMBURSEMENT - JAMES D SMITH	EMA	4,000.00	1900073392
*DISTRICT 4					10,501.68	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CONSTRUCTION PHOTOGRAPHY	ES: TRUSSVILLE WWTP	129.00	1900073085
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REIMBURSEMENT_EMPLOYEEMILEAGE	PER BD: TESTING	48.20	1900073495
DISTRICT 5	1000193	JEFFERSON CO TREASURER	V-BELTS,TERMINAL STRIP,MACH SCREWS,TAP,MAG BIT HOL	ES: PKAGE WWTP & PUMP STA	257.62	1900073423
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ACID,WIRE ROPE,BITSHIPPING,FITTINGS,ALL THREAD,FIR	ES: VILLAGE MAINT SHOP	451.66	1900073488
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REPAIR FRAME, PIVOT CAP	ES: TRUSSVILLE WWTP	39.40	1900073306
DISTRICT 5	1022602	STEVE MCGUIRE CONSTR	REFUND OF SEWER IMPACT	ES: SANITATION ADMIN	430.00	1900073500
DISTRICT 5	1031633	ARGO BUILDING CO INC	REFUND OF SEWER IMPACT	ES: SANITATION ADMIN	3,963.75	1900073499
DISTRICT 5	1031637	JOAN MOORE	REFUND OF SEWER IMPACT	ES: SANITATION ADMIN	4,920.00	1900073501
*DISTRICT 5					10,239.63	
**					<b>24,102.98</b>	

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

Nov-6-2013-860

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

For Week of 10/15/13 -10/21/13

1. PACA MEMBERS AND YOUTH DETENTION CENTER FROM BLUE BELL CREAMERIES, L.P., BIRMINGHAM, AL, TO AWARD BID FOR REDUCED FAT ICE CREAM & FROZEN NOVELTIES ON "AS NEEDED" BASIS FOR THE PERIOD OF 11/07/13 - 11/06/14. REFERENCE BID # 173-13
2. GENERAL SERVICES (ELECTIONS) AND PACA MEMBERS FROM METRO TRUCK RENTAL; BIRMINGHAM, AL, TO AWARD BID FOR TRUCK RENTAL (VARIOUS SIZES) ON "AS NEEDED" BASIS FOR THE PERIOD OF 11/07/13 - 9/30/2016. REFERENCE BID 2-14
3. ENVIRONMENTAL SERVICES: ADMINISTRATION FROM ADVERTISER D/B/A MONTGOMERY ADVERTISER, MONTGOMERY, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ADVERTISING SERVICE FOR LAST FY TO PAY OUTSTANDING INVOICE. SAP PURCHASE ORDER # 2000069869  
CHANGE ORDER \$1,310.20 PURCHASE ORDER \$8,310.20 TOTAL
4. ENVIRONMENTAL SERVICES (SEWER LINE CONSTRUCTION) FROM APAC ALABAMA INCORPORATED, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PURCHASE PLANT MIX ON "AS NEEDED" BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. SAP PURCHASE ORDER # 2000072041 CHANGE ORDER \$11,000.00  
REFERENCE BID # 67-13 PURCHASE ORDER \$21,000.00 TOTAL
5. ENVIRONMENTAL SERVICES (SEWER LINE CONSTRUCTION) FROM VULCAN MATERIALS COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PURCHASE GRAVEL & RIP RAP ON "AS NEEDED" BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. SAP PURCHASE ORDER # 2000072046  
CHANGE ORDER \$11,000.00 REFERENCE BID # 95-13 PURCHASE ORDER \$21,000.00 TOTAL
6. ENVIRONMENTAL SERVICES (SEWER LINE CONSTRUCTION) FROM WADE, SAND & GRAVEL, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PURCHASE GRAVEL & RIP RAP ON "AS NEEDED" BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. SAP PURCHASE ORDER # 2000072048  
CHANGE ORDER \$ 7,000.00 REFERENCE BID # 95-13 PURCHASE ORDER \$20,000.00 TOTAL

For Week of 10/22/13 -10/28/13

1. GENERAL SERVICES: ADMINISTRATION FROM A D I, CHARLOTTE, NC, TO AWARD BID FOR ELECTRONIC SUPPLIES ON "AS NEEDED" BASIS FOR THE PERIOD OF 11/07/13 - 9/30/14. REFERENCE BID # 174-13
2. COOPER GREEN MERCY HEALTH SERVICES (LABORATORY) FROM CARDINAL HEALTH, STONE MOUNTAIN, GA, CONTRACT RENEWAL TO PURCHASE HISTOLOGY SUPPLIES ON "AS NEEDED" BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. SCHEDULED FOR REBID IN FY14. REFERENCE BID # 11-12
3. COOPER GREEN MERCY HEALTH SERVICES (LABORATORY) FROM LEICA BIOSYSTEMS, CHICAGO, IL, CONTRACT RENEWAL TO PURCHASE HISTOLOGY SUPPLIES ON "AS NEEDED" BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. SCHEDULED FOR REBID IN FY 14. REFERENCE BID # 11-12
4. COOPER GREEN MERCY HEALTH SERVICES (LABORATORY) FROM POLY SCIENTIFIC R & D CORPORATION, BAYSHORE, NY, CONTRACT RENEWAL TO PURCHASE HISTOLOGY SUPPLIES ON "AS NEEDED" BASIS FOR THE

PERIOD OF 10/01/13 - 9/30/14. SCHEDULED FOR REBID IN FY14. REFERENCE BID # 11-12.

5. COOPER GREEN MERCY HEALTH SERVICES (LABORATORY) FROM CARDINAL HEALTH, STONE, MOUNTAIN, GA,  
  
CONTRACT RENEWAL TO PURCHASE HEMATOLOGY SUPPLIES ON "AS NEEDED" BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. SCHEDULED FOR REBID IN FY14. REFERENCE BID # 12-12
6. COOPER GREEN MERCY HEALTH SERVICES (LABORATORY) FROM ELITECHGROUP INCORPORATED DB/A WESCOR, LOGAN, UT, CONTRACT RENEWAL TO PURCHASE HEMATOLOGY SUPPLIES ON "AS NEEDED" BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. SCHEDULED FOR REBID IN FY14. REFERENCE BID # 12-12
7. COOPER GREEN MERCY HEALTH SERVICES (LABORATORY) FROM LABORATORY SUPPLY COMPANY, NASHVILLE, TN, CONTRACT RENEWAL TO PURCHASE HEMATOLOGY SUPPLIES ON "AS NEEDED" BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. SCHEDULED FOR REBID IN FY14. REFERENCE BID # 12-12
8. COOPER GREEN MERCY HEALTH SERVICES FROM ESTORERIX GENETIC LABORATORIES LLC, PITTSBURGH, PA, BID RENEWAL FOR CANCER SPECIMEN ANALYSIS TO BE ORDERED "AS NEEDED" BY USER DEPARTMENT. 2ND YEAR OF 3 YEAR PRICE AGREEMENT. REFERENCE BID # 57-13
9. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM TEREX UTILITIES INCORPORATED, CHICAGO, IL, TO COVER PARTS AND INSTALLATION OF FORCE MOTOR (REPLACEMENT). SAP PURCHASE ORDER # 2000074932  
\$7,485.00 TOTAL
10. ENVIRONMENTAL SERVICES (5 MILE CREEK WWTP) FROM TEREX UTILITIES INCORPORATED, CHICAGO, IL, TO COVER PARTS AND INSTALLATION FOR REPAIR OF FORCE MOTOR. SAP PURCHASE ORDER # 2000075021  
\$5,273.68 TOTAL
11. ACKNOWLEDGMENT FOR JEFFERSON COUNTY SHERIFF'S DEPARTMENT FROM MICHAEL A CHANDLER, MD, BIRMINGHAM, AL, TO MONITOR HEALTHCARE PROGRAM FOR INMATES FOR THE PERIOD OF 10/01/13 - 9/30/14. SAP PURCHASE ORDER # 2000075644 \$180,000.00 TOTAL CLARITY CONTRACT # CON-00000679
12. ACKNOWLEDGMENT FOR JEFFERSON COUNTY SHERIFF'S DEPARTMENT FROM DR. DURWOOD SIMS, BIRMINGHAM, AL, FOR INMATE EDUCATIONAL SERVICES FOR THE PERIOD OF 10/01/13 - 9/30/14. SAP PURCHASE ORDER # 2000075798 \$36,000.00 TOTAL CLARITY CONTRACT # CON-00001850
13. ACKNOWLEDGMENT FOR JEFFERSON COUNTY SHERIFF'S DEPARTMENT FROM ADVANCE CORRECTIONAL HEALTH INCORPORATED, PEORIA, IL, TO PROVIDE INMATE MEDICAL SERVICES FOR THE PERIOD OF 10/01/13 - 9/30/14. SAP PURCHASE ORDER # 2000075828 \$610,000.00 TOTAL CLARITY CONTRACT # CON-00003370
14. INFORMATION TECHNOLOGY FROM XEROX CORPORATION, BIRMINGHAM, AL, FOR MAINTENANCE AND LEASE OF XEROX NUVERA DIGITAL PRODUCTION SYSTEM FOR THE PERIOD OF 10/01/13 - 9/30/14. SHOPPING CART # 1000204894 (1-5) \$101,051.88 TOTAL REFERENCE BID # 40-10

ADDENDUM NO. 1 – For Week of 10/22/13 -10/28/13

1. PACA MEMBERS AND YOUTH DETENTION CENTER FROM BLUE BELL CREAMERIES, L.P., BIRMINGHAM, AL TO AWARD BID FOR REDUCED FAT ICE CREAM & FROZEN NOVELTIES FOR THE PERIOD 11/7/13 - 11/6/14. REFERENCE BID # 173-13

ADDENDUM NO. 2 – For Week of 10/22/13 -10/28/13

1. COOPER GREEN MERCY HEALTH SERVICES; ADMINISTRATION FROM ADCO BOILER SERVICE, BESSEMER, AL FOR EMERGENCY REPAIR OF BOILER #2 WHICH CONSISTS OF REMOVING AND REPLACING DAMAGED BOILER TUBES. CURRENTLY THERE IS ONLY ONE BOILER IN OPERATION. SAP PURCHASE ORDER #2000076119  
\$23,530.00 TOTAL.

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

---

Nov-6-2013-861

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE FOLLOWING EXCEPTIONS REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 10/15/13 - 10/21/13 and 10/22/13 - 10/28/13, BE AND THE SAME HEREBY IS APPROVED.

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

Knight, Bowman, Brown, Carrington and Stephens.

---

Nov-6-2013-862

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week of 10/15/13 -10/21/13 and 10/22/13 - 10/28/13, be and hereby is approved.

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

---

STAFF DEVELOPMENT

Multiple Staff Development

Sheriff's Office (2 participants)

Shane Williams	\$1,230.66
Anthony Dotson	\$1,230.66
Interview and Interrogation Technique	
Memphis, TN – November 18-22, 2013	

Tax Assessor - Birmingham (2 participants)

(State funds)

Laura Smith	\$275.00
Steve Jones	\$275.00
Intermediate Mapping	
Hoover, AL – November 4-8, 2013	

Board of Equalization (3 participants)

Robin Henderson	\$171.81
Mike Callahan	\$171.81
Jane Mardis	\$171.81
Alabama Assn. of Assessing Officials Committee	
Muscle Shoals, AL – November 13-14, 2013	

Individual Staff Development

Commission

David Carrington	\$723.80
Sewer Debt Creditor Meeting	
New York, NY – October 9-11, 2013	

Revenue

Charles Bell	\$3,397.69
Tax Audit	
Carlstadt & Rutherford, NJ; New York, NY and Atlanta, GA	
December 7-20, 2013	

Revenue

Bruce Thompson	\$2,170.60
Tax Audit	
San Antonio, TX – December 7-15, 2013	

Revenue

Bruce Thompson	\$225.00
Sales & Use Tax Course	
Hoover, AL – November 13-15, 2013	

Sheriff's Office

Roger Morris	\$713.00
Homicide: The Investigation Challenge	
Marietta, GA – November 12-15, 2013	

Stormwater Management Authority

Zhaleh McCullers	\$250.00
Basic Hydrology for the Practicing Engineer	
Leeds, AL – November 13, 2013	



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

---

BUDGET TRANSACTIONS

Position Changes and/or Revenue Changes

1. Emergency Management Agency \$1,700  
Increase revenue and expenditures to record various donations for Community Awareness Day held on October 17, 2013.
2. Emergency Management Agency \$402.50  
Increase revenue and expenditures to record a hazmat reimbursement for Birmingham Fire for an incident on September 21, 2013.
3. Fleet Management \$263,020  
Carry forward capital vehicle funds from FY2013 to FY2014 to continue the purchase of capital assets approved by the Commission.
4. County Attorney \$95,040  
Additional funds for new Assistant County Attorney VII position.

For Information Only

5. Personnel Board \$86,740  
Shift funds to cover FY2013 expenses and clear negative balances that come forward into FY2014.
6. Sheriff's Office \$340,477  
Carry forward from FY2013 to FY2014 to cover encumbrances carried forward

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

---

Nov-6-2013-863

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Service Agreement between Jefferson County, Alabama and Motorola Solutions for renewal of proprietary hardware and software maintenance services for the 800 Mhz 911 Public Safety System, radio and logging system for FY2013-2014 in the amount of \$685,025.16.

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

---

Nov-6-2013-864

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Communications System Agreement between Jefferson County, Alabama and Motorola Solutions to provide P25 Trunking SmartX Project and microwave upgrades to the 911 towers that provide services to the Sheriff, municipalities and citizens of Jefferson County in the amount of \$1,900,000.

Communications System Agreement

Motorola Solutions, Inc. ("Motorola") and Jefferson County, AL ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as

a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS (on file in the Minute Clerk's Office)

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

Exhibit A Motorola "Software License Agreement"

Exhibit B "Payment Schedule"

Exhibit C Motorola's Proposal dated June 12, 2013

Exhibit D Service Statement(s) of Work and "Service Terms and Conditions" (if applicable)

Exhibit E "System Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.

2.2. "Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

2.3. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

2.4. "Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information, that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

2.5. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.

2.6. "Effective Date" means that date upon which the last Party executes this Agreement.

2.7. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

2.8. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.9. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

2.10. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.11. "Non-Motorola Software" means Software that another party owns.

2.12. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

2.13. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.14. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

2.15. "Specifications" means the functionality and performance requirements that are described in Exhibit C.

2.16. "Subsystem" means a major part of the System that performs specific functions or operations.

Subsystems are described in Exhibit C.

2.17. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in Exhibit C.

2.18. "System Acceptance" means the Acceptance Tests have been successfully completed.

2.19. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1 SCOPE OF WORK. Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in

accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2 CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3 TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

3.4 ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5 MAINTENANCE SERVICE. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6 MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7 NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8 SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.9 OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

#### Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

#### Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. CONTRACT PRICE. The Contract Price in U.S. dollars is \$3,043,703.00. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address: JEFFERSON COUNTY COMMISSION, 716 RICHARD ARRINGTON JR BLVD, BIRMINGHAM, AL 35234. The Equipment will be shipped to the Customer at the following address (insert if this information is known): Allcomm Wireless, 4116 1St Ave North, Birmingham, AL 35222. Customer may change this information by giving written notice to Motorola.

#### Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in Exhibit C as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. SITE ISSUES. If a Party determines that the sites identified in Exhibit C are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in Exhibit C, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

#### Section 7 TRAINING

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

#### Section 8 SYSTEM ACCEPTANCE

8.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola

a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4 FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

#### Section 9 REPRESENTATIONS AND WARRANTIES

9.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

9.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

9.4. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING

## THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### Section 10 DELAYS

10.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

### Section 11 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

11.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Alabama.

11.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

11.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

11.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in Jefferson County, Alabama. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.5. CONFIDENTIALITY. All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

### Section 12 DEFAULT AND TERMINATION

12.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the nondefaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

### Section 13 INDEMNIFICATION

13.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their

duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. GENERAL INDEMNITY BY CUSTOMER. To the extent allowed by law, Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

13.3.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

#### Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

#### Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1.1. Confidentiality Obligation. Each party is a disclosing party ("Discloses") and a receiving party ("Recipient") under this Agreement.

During the term of this Agreement, for a period of three (3) years from the date of expiration or termination of this Agreement, and to the extent allowed by law, recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees, officers, officials, agents, volunteers or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify discloser upon discovery of any unauthorized use or disclosure, of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

15.1.2. Required Disclosure. If a recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the recipient will give to the discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent required to do so.

15.1.3. Confidential Exceptions. Recipient is not obligated to maintain as confidential, Confidential Information that recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the recipient prior to such disclosure; or (v) is independently developed by recipient without the use of any discloser's Confidential Information or any breach of this Agreement.

15.1.4. Ownership and Retention. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of discloser's written request, recipient will return all Confidential Information to discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

15.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

## Section 16 GENERAL

16.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola, separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.



16.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc. Customer

Attn: Judy Jean-Pierre, Law Dept. Attn:

1303 E. Algonquin Road, IL01, 8<sup>th</sup> Floor

Schaumburg, IL 60196

fax: 847-576-0721 fax:

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

16.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

16.13. STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9. By signing this contract, the contracting parties

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

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

Randy Johnson

W. D. Carrington, President

President/Director of Sales

Jefferson County Commission

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

---

Nov-6-2013-865

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Decision Support, LLC to provide USRA InfoSuite software maintenance for the period November 1, 2013 - October 31, 2014 in the amount of \$32,144.56.

CONTRACT NO: CON-00005648

#### PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this October 12<sup>th</sup>, by and between Jefferson County Alabama, hereinafter called "the County", and DECISION SUPPORT LLC, called "the Contractor". The effective date of this agreement shall be November 1, 2013.

WHEREAS, the County desires to contract for professional services for the Jefferson County Commissions, hereinafter called "the County"; and

WHEREAS, the Contractor desires to furnish said professional services to the Information Technology Department;

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: Contractor to provide USRA InfoSuite Software Maintenance (EZSPEC Dargal). The contract and Decision Support Quote 09/01/13, Number DIR-13 describes the scope of service called for and is adopted herein by reference and is attached hereto as Exhibit A (on file in the Minute Clerk's Office). Those two components constitute the entire agreement between the parties.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:  
The Contractor shall be available to render services to Jefferson County Commission any time after the effective date of this Contract. The Contract term expires on October 31, 2014, with the option to renew for a period of up to two (2) additional one (1) year terms.
4. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the successful offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
5. 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 overall disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
6. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
7. COMPENSATION: The contractor shall be compensated for the annual software maintenance and support a sum of \$32,144.56.
8. PAYMENT TERMS: Net 30

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

10. NON-DISCRIMINATION POLICY: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

12. 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.

13. 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.

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

15. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate Commercial General liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Commercial General Liability; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

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. 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.

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

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

JEFFERSON COUNTY, ALABAMA

W.D. Carrington

Commission President

DECISION SUPPORT LLC

\_\_\_\_\_, CFO

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

\_\_\_\_\_  
Nov-6-2013-866

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, in his capacity as Sheriff of Jefferson County, Alabama.

Payment Agreement between Mike Hale, Sheriff of Jefferson County, Brookwood Health Services, Inc.; d/b/a Brookwood Medical Center to provide healthcare services to a certain inmate (Medical Record Number 001232182) then incarcerated at the Jefferson County Jail at Birmingham in the amount of \$11,679.06.

#### PAYMENT AGREEMENT

This agreement regarding the payment for healthcare services previously provided to the hereinafter specified inmate incarcerated at the Jefferson County Jail at Birmingham is entered into by and between Mike Hale, in his official capacity as Sheriff of Jefferson County, Alabama (the "SHERIFF") and Brookwood Health Services, Inc. d/b/a Brookwood Medical Center ("BROOKWOOD"). The SHERIFF and BROOKWOOD agree as follows:

1. On or about March 22, 2013, BROOKWOOD provided healthcare services to a certain inmate then incarcerated at the Jefferson County Jail at Birmingham (the "INMATE"). The exact nature of the healthcare services provided to the INMATE is detailed on the invoice that BROOKWOOD sent to the SHERIFF that is dated May 30, 2013 and that bears Medical Record Number 001232182 (the "INMATE HEALTHCARE SERVICES").

2. The SHERIFF agrees to pay BROOKWOOD \$11,679.06 for the INMATE HEALTHCARE SERVICES. BROOKWOOD agrees to accept the aforesaid \$11,679.06 as full and complete payment for, and in full and complete satisfaction of all amounts claimed for, the INMATE HEALTHCARE SERVICES.

Done and dated this 26th day of August, 2013.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

Brookwood Health Services, Inc., d/b/a Brookwood Medical Center

\_\_\_\_\_, CFO

Mike Hale, in his official capacity as Sheriff of Jefferson County, Alabama

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

---

Nov-6-2013-867

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, in his capacity as Sheriff of Jefferson County, Alabama.

Payment Agreement between Mike Hale, Sheriff of Jefferson County, Emergency Physician Associates to provide healthcare services to a certain inmates then incarcerated at the Jefferson County Jail at Birmingham in the amount of \$4,199.

PAYMENT AGREEMENT

This agreement regarding the payment for healthcare services previously provided to the hereinafter specified inmates incarcerated at the Jefferson County Jail at Birmingham is entered into by and between Mike Hale, in his official capacity as Sheriff of Jefferson County, Alabama (the "SHERIFF") and Emergency Physician Associates ("EMERGENCY PHYSICIANS"). The SHERIFF and EMERGENCY PHYSICIANS agree as follows:

1. On or about January of 2013, EMERGENCY PHYSICIANS provided healthcare services at Brookwood Medical Center to certain inmates then incarcerated at the Jefferson County Jail at Birmingham (collectively the "INMATES"). The exact nature of the healthcare services provided to the INMATES is detailed on records and invoices that EMERGENCY PHYSICIANS sent to the SHERIFF related to Patient Accounts 006729380002, 006735120001, 006735120002, 006740530001, 006739030001, 006733420002, 006731740002,

005337350002, 006739230002, and 006734870001 (the "INMATE HEALTHCARE SERVICES").

2. The SHERIFF agrees to pay EMERGENCY PHYSICIANS \$4,199.00 for the INMATE HEALTHCARE SERVICES. EMERGENCY PHYSICIANS agrees to accept the aforesaid \$4,199.00 as full and complete payment for, and in full and complete satisfaction of all amounts claimed for, the INMATE HEALTHCARE SERVICES.

This effective date of this agreement shall be September 30, 2013.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

Emergency Physician Associates

\_\_\_\_\_, President

Mike Hale, in his official capacity as Sheriff of Jefferson County, Alabama

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

---

Nov-6-2013-868

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and Mercy Emergency Physicians, LLP to provide for administrative and physician availability services provided in the Urgent Care Center - Cooper Green Health Mercy Health Systems for the period November 8, 2013 - October 31, 2014 in the amount of \$809,060.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services of Birmingham, Alabama (hereinafter called "the County") and Mercy Emergency Physicians, LLP, a limited liability partnership authorized to provide professional medical services in the State of Alabama, of Traverse City, Michigan (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on February 28, 2013, at M.B. 164, Pg. 465-470, is hereby amended as follows:

Term. The effective date of this agreement shall be November 8, 2013 and shall continue through October 31, 2014, and shall be renewed for additional one (1) year terms, unless terminated as provided herein.

Basic Services. Contractor shall recruit, credential, and schedule Contractor physician(s) to staff the Urgent Care Center during the following hours of operation:

Monday -Friday: 7:00 a.m. through 7:00 p.m.

Saturday and Sunday: 9:00 a.m. through 5:00 p.m.

Contractor shall provide medical services 365 days per year for approximately 3942 hours. The parties agree to amend this agreement to add additional coverage if patient volume consistently exceeds 54 patients daily Monday through Friday or 36 patients daily on Saturday and Sunday.

Compensation. County agrees to pay to Contractor an annual stipend of \$809,060 for administrative and physician availability services provided in the Urgent Care Center. The payment for the stipend shall be due in twelve (12) equal monthly installments of \$67,421.67 payable within thirty (30) days as invoiced.

Additional Coverage Costs. The County agrees to pay to Contractor \$177.80 per hour for additional coverage over any hours exceeding 12 hours per day Monday through Friday and 8 hours per day on Saturday and Sunday.

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

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

Mercy Emergency Physicians, LLP

Derik K. King, M.D., FACEP

Managing Partner

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

Nov-6-2013-869

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement and an addendum to the agreement between Jefferson County, Alabama and Mercy Emergency Physicians, LLP to provide primary care physician staffing, management and consulting services for a period of one year beginning November 8, 2013 in the amount of \$540,000.

AGREEMENT FOR PRIMARY CARE OUT-PATIENT CLINIC  
MANAGEMENT SERVICES

THIS IS AN AGREEMENT FOR PRIMARY CARE OUT-PATIENT CLINIC MANAGEMENT SERVICES, dated , 2013, by and between The Jefferson County Commission d/b/a Cooper Green Mercy Health Services of Birmingham, Alabama (the "Primary Care Center"), and Mercy Emergency Physicians, LLP, a limited liability partnership authorized to provide professional medical services in State of Alabama, of Traverse City, Michigan ("Partnership").

A. BACKGROUND

1. Partnership is in the business of providing primary care physician staffing, management and consulting services;
2. Primary Care Center owns and operates an outpatient primary care center; and
3. Primary Care Center desires to retain the services of Partnership upon the terms and conditions set forth herein.

B. AGREEMENT

In consideration of the terms and conditions set forth therein, together with other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Engagement. Primary Care Center hereby engages and Partnership accepts the engagement to provide physician staffing and consulting services upon the terms and conditions set forth herein.
2. Status of Partnership Providers. The parties acknowledge that the Partnership and the physicians provided by it are independent contractors as to the Primary Care Center for the furnishing of the services contemplated herein. The physicians supplied by the Partnership shall not be deemed to be employees of the Primary Care Center and shall not be eligible for any employment benefit programs of the Primary Care Center. The physicians and other personnel supplied by the Primary Care Center shall not be deemed to be employees of the Partnership and shall not be eligible for any benefit programs of the Partnership. Except to the extent that practice and professional conduct of the Primary Care Center medical staff members are regulated by the Primary Care Center, the physicians supplied by the Partnership shall not be under the direction or supervision of the Primary Care Center in the performance of their medical services.
3. Term. This Agreement shall have an initial term of one (1) year beginning on November 8, 2013, at 8:00 a.m., and may be renewed for additional one (1) year terms at the option of the parties.
4. Termination. This Agreement may be terminated as follows:
  - a. By either Primary Care Center or Partnership, with or without cause, upon sixty (60) days written notice; or
  - b. By either Partnership or Primary Care Center, upon material breach (other than for non-payment by Primary Care Center) of this Agreement upon Thirty (30) days written notice of the material breach, provided, however, that the breaching party has the opportunity to

effect a cure of the material breach within that thirty (30) day period to the satisfaction of the non-breaching party; or

c. By Partnership, upon fifteen (15) days written notice, for non-payment of compensation as per Paragraph 7.

5. Duties of Partnership. Partnership shall perform the following duties and services:

a. Basic Services. Partnership shall recruit, credential, and schedule Partnership physician(s) to staff the Primary Care Center during the following hours of operation:

- 8 hours per day, Monday through Friday (except Jefferson County official holidays) per year (or such other coverage as may otherwise be mutually agreed), utilizing a four (4) physician FTE model; and

- At the initiation of this Agreement and until a full complement of physicians can be recruited and contracted, the parties will adjust hours of coverage and operation to match the availability of the physicians and Primary Care Center staff and facilities.

b. Procurement of Physicians. The Partnership shall make available sufficient licensed physicians to perform and complete the duties of the Partnership in maintaining the services required under this Agreement. Each physician supplied by Partnership shall apply for and shall be governed by any applicable medical staff privileges, rules and regulations at Primary Care Center. Upon request, Partnership shall supply to the Primary Care Center current credentials and pertinent information regarding any physician the Partnership contemplates will be assigned to the Primary Care Center.

c. Management Services. Upon request, Partnership shall provide the following Management services/programs upon request of the Primary Care Center:

(1) Quality Assessment/Risk Management Program;

(2) Marketing advice and assistance;

(5) Education advice and assistance;

(6) Participation in Partnership's Leadership Course;

(7) Patient satisfaction program; and

Cost containment advice and assistance.

d. Removal of Partnership Physician. Partnership shall remove any Partnership supplied physician from the schedule upon request of Primary Care Center. The time frame for the removal of any physician shall be mutually agreed upon by Partnership and Primary Care Center in order not to impair any performance as specified in this Agreement.

e. Primary Care Charting. At Primary Care Center's election, and at Partnership's expense, Partnership shall provide the software necessary to operate the Primary Care Center charting system ("ECI PSO QualChart System") including, without limitation, any upgrades.

f. Credentialing Verification Services. Partnership shall provide credentialing verification services for and on behalf of Primary Care Center in accordance with the medical staff by laws for all practitioners seeking initial Primary Care Center clinical privileges. Although Partnership is credentialing verification source services, Partnership does not have any responsibility to issue or deny clinical privileges and, therefore, the duty and responsibility for credentialing healthcare providers remains with the Primary Care Center.

6. Duties of Primary Care Center. Primary Care Center shall perform the following duties and services:

a. Facilities and Support. Primary Care Center shall provide, at its expense, adequate facilities, equipment, office supplies, telephone and computer systems, and support personnel to effectively operate the Primary Care Center, including, without limitation, sufficient personnel for scheduling/reception duties, day-to-day operations, and sufficient nursing personnel for prescription orders/refills, together with any other support services and equipment as may be reasonably requested by Partnership or by Partnership supplied personnel.

b. Procurement and Use of Primary Care Center Employed Physician Extenders. Primary Care Center, at its expense, shall procure and make available sufficient licensed and Primary Care Center employed physician extenders to perform and complete such duties as requested by Partnership from time to time in maintaining the services required under this Agreement, including sufficient coverage at all times during Primary Care Center operations. Each physician extenders will be hired, employed and compensated by Primary Care Center and not Partnership, and Primary Care Clinic will be responsible for any and all federal, state and local withholding, taxes, insurance as may be required by law, and such benefits as the Primary Care Center shall determine to be appropriate. Primary Care Center will be responsible for the provision of professional liability insurance for the physician extenders practicing at the Primary Care Center in accordance with paragraph 9, below.

c. Medical Record Keeping and Retrieval. Primary Care Center, at its expense, shall provide and maintain an adequate system of medical record keeping and retrieval for use by Partnership providers. Primary Care Center agrees to provide adequate record-keeping and documentation support for the Primary Care Center, including an adequate orientation program for Partnership providers as to Primary Care Center's medical records documentation and charting process and systems.

d. Notice of Merger/Sale. Primary Care Center agrees to provide Partnership at least ninety (90) days written notice of any contemplated sale, merger, closure or insolvency by or of the Primary Care Center.

e. Office Space/Parking. Primary Care Center shall provide, at its expense, adequate office space and free parking for use by Partnership

supplied physicians.

f. Expedited Privileges/Computer Staff Applications. Primary Care Center agrees during the term of this Agreement to use whatever means possible to expedite the privileging of Partnership-supplied personnel, and to accept computer-generated staff applications for Partnership-supplied personnel.

g. Reports to Partnership. Primary Care Center shall immediately report to the Partnership any disciplinary proceedings initiated against Partnership supplied personnel under any applicable bylaws, rules or regulations of the Primary Care Center and/or its medical staff. Primary Care Center shall also keep the Partnership informed of any conduct or activities of such personnel which may impair their ability to perform services at the Primary Care Center or which may adversely reflect upon their professional conduct, competence or ethics.

h. Indemnification. Each party shall protect, indemnify and hold the other party harmless from and defend against any and all claims, demands, actions settlements costs damages judgments, liability and expense of any kind, including reasonable attorney's fees and litigation expenses, based upon or arising from injuries or damages in connection with the provision of services by indemnifying party hereunder.

j. Primary Care Center Charting. If Primary Care Center elects to use the ECI PSO QualChart System`, Primary Care Center shall provide the following relative to the ECI PSO QualChart System

(1) Any and all computer(s),@printers, and other hardware for operation of the for ECI PSO QualChart System , and at least three (3) feet by two (2) feet of counter space in the urgent care department in an easily accessible location for each installation site.

(2) A duplex electrical outlet, at the cost and expense of Primary Care Center, at each installation site.

(3) An Ethernet line to enable the ECI PSO QualChart System to access the Internet (in proximity to the duplex electrical outlet), at the cost and expense of the Primary Care Center, for the sole and exclusive use of the ECI PSO QualChart System at each installation location. Existing Primary Care Center computers and networks may be used, but access to the Internet is required for updates and support of the ECI PSO QualChart System®.

(4) Management Information Systems contact person(s) to coordinate the installation/running/maintenance of the ECI PSO QualChart System and to trouble shoot any problems, as necessary.

(5) Provide all ECI PSO QualChart System® supplies, including, but not limited to printer paper and toner cartridges for the use of the ECI PSO QualChart System e.

Primary Care Center acknowledges that the ECI PSO QualChart System® is the sole property of Partnership and is subject to applicable copyright and/or trademark protection. Primary Care Center agrees that itself or any of its agents or employees will not copy, distribute, modify, adapt, translate, rent, loan, resale, network, or create any derivative works based on the software or otherwise attempt to usurp and use the ECI PSO QualChart System® for its own purpose or for that of its affiliates other than in the normal course of operating an emergency department during the term of this Agreement or at anytime thereafter. Primary Care Center agrees that if the ECI PSO QualChart System is installed on Primary Care Center computer(s), Primary Care Center will erase all copies of the software from any computers and network, and return all hard copies of the charts, materials and documentation upon the effective date of termination of this Agreement.

k. Work Stations. Primary Care Center agrees to supply each on-duty Partnership provider with a dedicated HIPAA/HITECH compliant computer work station, located in the office, with internet access.

l. Use of Name and Likeness. Primary Care Center agrees to allow Partnership to use its name and likeness for purposes of recruiting.

7. Compensation. Partnership shall be compensated as follows:

a. Hourly Fee. Primary Care Center agrees to pay Partnership an hourly fee of \$135.67 per hour of coverage, payable monthly, in arrears, as invoiced.

b. Recruiting Fee Upon Termination. Upon termination of this Agreement for any reason, Primary Care Center agrees to pay Partnership a one-time recruiting fee for any practitioners recruited by Partnership and who become staff members of Primary Care Center during the term of this Agreement (i.e., excludes practitioners who were already on staff when this Agreement was executed), as follows:

- \$15,000 for physicians

Primary Care Center shall not be responsible for any recruitment fee(s) for any practitioner(s) for which it paid signing bonus or buy-out as provided below.

c. Signing Bonuses/Buy-Outs. During the term of this Agreement, Primary Care Center agrees to reimburse Partnership for any mutually agreed upon signing bonuses or buy-outs expended to attract new physicians to staff the Primary Care Center, payable as incurred and invoiced to Primary Care Center by Partnership.

d. Late Fees. Primary Care Center shall pay Partnership a late fee of 1.0% per month (compounded monthly) on any unpaid balance over 30 days late from the due date of the invoice.

8. Patient Charges. Patient charges for urgent care and related services shall be determined as follows:

a. Professional Services. Primary Care Center, in conjunction with Partnership, shall establish a Schedule of patient charges for services



rendered to patients by Partnership supplied physicians. Primary Care Center shall bill patients and/or their insurers for the professional services rendered by Partnership-supplied physicians and the Primary Care Center supplied physician extenders, as appropriate. All payments for these services shall accrue to the Primary Care Center without exception.

b. Ancillary Services. Primary Care Center shall have the exclusive right to establish any charges and fees for use of equipment, tests, supplies, employees, and other ancillary services, as applicable and appropriate.

9. Liability Insurance. Partnership shall ensure that the physicians provided by it shall maintain professional liability insurance coverage in an amount not less than \$1,000,000 per occurrence (a shared limit) and \$3,000,000 annual aggregate, subject to the terms and conditions of the individual policies. This coverage shall be on a claims-made basis with an unlimited extended reporting period or on an occurrence basis. Partnership shall pay the base cost of the professional liability insurance during the term of this Agreement. Primary Care Center agrees to pay any incremental increase(s) in the professional liability insurance (at actual cost) during the term of this Agreement. Partnership will invoice Primary Care Center for any incremental increase(s), as incurred, which shall be payable in thirty (30) days.

Primary Care Center, at no cost to Partnership, shall ensure that: (a) all personnel provided by it (including but not limited to the physician extenders) shall maintain professional liability insurance coverage in an amount not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate subject to the terms and conditions of the individual policies. This coverage shall be on a claims made basis with an unlimited extended reporting period or on an occurrence basis; and (b) comprehensive general liability insurance with a limit of not less than one million dollars (\$1,000,000) per person, claim or occurrence. With respect to the physician extenders supplied by Primary Care Center, Primary Care Center agrees to name Partnership as an additional named insured.

10. Contractual Noninterference. Each party covenants that it shall not, during the term of this Agreement, directly or indirectly, impair or initiate any attempt to impair the relationship or expectancy of a continuing relationship which exists or will exist between the other party and the personnel employed or the physicians retained by the other party at any time during the term of their Agreement or renewals thereof, or make offers or contracts of employment or offers or contracts for services with such personnel or physicians, or with any partnership,

corporation, or association through which such personnel or physicians may render services or employment to the offending party.

11. Cooperation and Review of Activities. The parties agree, in good faith, to cooperate with each other and to assist each other in the performance of this Agreement. The parties agree to meet as mutually agreed to review and discuss the course of performance of this Agreement.

12. Excuse for Non-Performance or Breach. Neither party shall be liable or be deemed in breach of this Agreement for any failure or delay of performance which results, directly or indirectly, from acts of God, civil or military authority, public disturbance, accidents, fires or other casualty, strikes or other work interruptions, or any other cause beyond the reasonable control of either party.

13. Severability. In the event any term or provision of this Agreement is found to be unenforceable or void, in whole or in part, than the offending term shall be construed as valid and enforceable to the maximum extent permitted by law and the balance of this Agreement shall remain in full force and effect.

14. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Alabama.

15. Notices. Any notice required by this Agreement shall be effective on the date postmarked via certified mail to the following:

Partnership:

Derik K. King, M.D., FACEP

Managing Partner

Mercy Emergency Physicians, LLP

4075 Copper Ridge Drive

Traverse City, Michigan 49684

Primary Care Center:

Walter Jackson

Deputy County Manager

The Jefferson County Commission d/b/a

Cooper Green Mercy Hospital

1515 6<sup>th</sup> Avenue South

Birmingham, Alabama 35223

16. Modification. This Agreement contains the entire understanding of the parties and may not be modified except in writing and signed by both the parties hereto.

17. Federal Government Access to Books and Records. To the extent required by Section 1861 (v) of the Federal Social Security Act, 42 U.S.C. Sec. 1395(v), as amended from time to time, Partnership agrees as follows:

Until the expiration of four (4) years after the furnishing of services pursuant to the Agreement, Partnership shall make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, this Agreement, and books, documents and records of the Partnership that are necessary to certify the nature and extent of the costs claimed to Medicare with respect to the services provided under this Agreement.

18. Confidentiality. The terms and provisions of this Agreement are deemed confidential to the parties hereto and shall be revealed only to the authorized management of said respective parties, or to governmental or supervisory officials or other parties where legally required to be revealed. Under no circumstances, whatever, may either party disclose this Agreement or any portion hereof, to any individual of entity excepting its own authorized management, without first notifying the other party hereto in writing prior to such disclosure.

19. HIPAA/HITECH Compliance. The parties agree to execute a separate HIPAA/HITECH-compliant business associate agreement, and Primary Care Center also agrees to enter into a separate HIPAA/HITECH agreement with Partnership's billing agent, as soon as practical, but no later than the first day of services under this Agreement.

20. 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.

21. Conflict of Interest. Partnership declares that, as of the date of the contract, neither the County, nor any of the County's employees or any Director nor any other Government Official is directly or indirectly interested in this contract or any contract with the contractor for which compensation will be sought during the period of time this contract is being performed. And, furthermore, Partnership pledges that he/it will notify the Purchasing Manager in writing should it come to his/its knowledge that any such official becomes either directly or indirectly interested in the contract or any contract with Partnership for which compensation will be sought during the aforesaid period. In addition, Partnership declares, that as of the date of this contract, neither he/it nor any of his/its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the County, or to anyone else for the County's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with the County under which compensation will be sought during the period of time this contract is being performed. And furthermore, that neither Partnership nor any of his/its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the County, or to anyone else for the County's, County Official, or County employee's benefit, any sum of money or other thing of value, for aid of assistance in obtaining any amendment to this contract or any other contract with Partnership for which compensation will be claimed during the period of time this contract is being performed.

22. County Funds Paid. County, Partnership and Partnership's representative signed below certify by the execution of this Agreement that no part of the funds paid by the County and or State 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 Consortium or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

The parties hereby acknowledge and agree that neither this Agreement nor any of the compensation payable hereunder is based on or takes into account the admission or referral of patients from one party to the other or the generation of any business between the parties for which payment may be made or sought in whole or in part under Medicare, Medicaid, or other government healthcare programs.

The parties have executed this Agreement for Primary Care Out-Patient Clinic Management Services effective the day and date first above written.

#### ADDENDUM TO AGREEMENT FOR PRIMARY CARE OUT-PATIENT CARE MANAGEMENT SERVICES

This is an Addendum to the Agreement ("Agreement") for Primary Care Out-Patient Clinic Management Services, dated \_\_\_\_\_, 2013 by and between The Jefferson County Commission d/b/a Cooper Green Mercy Health Services of Birmingham, Alabama (the "Primary Care Center") and Mercy Emergency Physicians, LLP, a limited liability partnership authorized to provide professional medical services in the State of Alabama, of Traverse City, Michigan ("Partnership").

1. In conjunction with the terms and start-up of this Agreement, Partnership anticipates scheduling Barbara Burke, M. D. to staff the

Primary Care Center, starting November 12, 2013, or as soon thereafter as possible. Dr. Burke will work at the Primary Care Clinic up to four (4) days per week, excluding County holidays, for a mutually agreed upon number of weeks per year.

2. Additional physicians will be added to staff the Primary Care Center as needed based on mutually agreed staffing levels and start dates.

MERCY EMERGENCY PHYSICIANS, LLP

Derik K. King, M.D., FACEP

Managing Partner

JEFFERSON COUNTY COMMISSION d/b/a

COOPER GREEN MERCY Health Services

W.D. Carrington, President

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

---

Nov-6-2013-870

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Stella Seagle, PHIT, CTR to provide cancer registry services for the period February 1, 2013 - September 30, 2013 in the amount of \$10,000.

CANCER REGISTRY SERVICES CONTRACT

THIS AGREEMENT entered into this 1<sup>st</sup> day of February, 2013, by and between Jefferson County, Alabama, hereinafter called "the County,"

and, Stella Seagle, RHIT, CTR hereinafter called "the Contractor" to provide Cancer Registry Services for Cooper Green Mercy Health Services. The effective date of this agreement shall be February 1, 2013.

WHEREAS, the County desires to contract for Cancer Registry Services for Cooper Green Mercy Health Services; and

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

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

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

2. SCOPE OF SERVICES: The Contractor shall perform all necessary cancer registry services provided under this contract as required by Cooper Green Mercy Health Services. The Contractor shall:

A. Provide Cancer Registry Services to include abstracting and coding for all Oncology cases identified by Cooper Green Mercy Health Services, and preparing same for submission to the Alabama State Cancer Registry in accordance with Act #95-275 of the Alabama Legislature and rules set forth by the Alabama State Board of Health.

B. Maintain and keep up to date Cooper Green Mercy Health Services policy and procedure manual previously provided by Contractor for abstracting, coding, and reporting all Oncology cases.

3. TERM OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional consulting services to Cooper Green Mercy Health Services at any time after the effective date of this Contract. The term of this agreement shall be from the effective date (February 1, 2013) through September 30, 2013. However, the contract can be renewed, at the County's option, for one (1) additional one-year period, not to exceed three (3) full years.

4. COMPENSATION: The Contractor shall be paid at the rate of \$25.00 per abstracted chart, up to a maximum of \$10,000.00 annually. Payment will be made within 30 days of receipt of invoice.

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

6. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this Contract will be done so without regard to race, color sex, age, religion, national origin, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices.

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

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

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

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

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

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

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

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

14. 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.

Jefferson County Commission  
Cooper Green Mercy Health Services  
W.D Carrington, President

VENDOR  
Stella Seagle

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

---

Nov-6-2013-870-A

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Sanaya LLC, applicant; Seema Samji, Member/Store Manager; d/b/a Crestview Texaco located at 7656 Highway 78W, Suite 100 & 102, Dora, AL 35062 for an 050 - Retail Beer, an 070 - Retail Table Wine and an 011 - Lounge Retail Liquor-Class II (Package), off-premise licenses, be and hereby is approved.

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

---

Nov-6-2013-871

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the 2014 Zoning Hearing Calendar for 2014, be and hereby is approved.

2014 CALENDAR  
PLANNING AND ZONING COMMISSION

Deadline to submit Application for <u>Rezoning/Subdivision</u>	P & Z Commission Meeting Dates Pre - meeting scheduled up to two (2) <u>hours prior to 1:00 PM Public Hearing</u>
December 13, 2013	January 9, 2014
January 17, 2014	February 13, 2014
February 14, 2014	March 13, 2014
March 14, 2014	April 10, 2014
April 11, 2014	May 8, 2014
Ma 16, 2014	June 12, 2014
June 13, 2014	July 10, 2014
July 18, 2014	August 14, 2014
August 15, 2014	September 11, 2014
September 12, 2014	October 9, 2014
October 17, 2014	November 13, 2014
November 14, 2014	December 11, 2014
December 12, 2014	January 8, 2015

BOARD OF ZONING ADJUSTMENT

Deadline to submit <u>Application to BZA</u>	BZA Meeting Dates Pre - meeting scheduled up to two (2) <u>hours prior to 1:00 PM Public Hearing</u>
December 27, 2013	January 27, 2014
January 24, 2014	February 24, 2014
February 21, 2014	March 24, 2014
March 28, 2014	April 28, 2014
April 18, 2014	May 19, 2014 (3 <sup>rd</sup> Mon)
May 23, 2014	June 23, 2014
June 27, 2014	July 28, 2014
July 25, 2014	August 25, 2014
August 22, 2014	September 22, 2014
September 26, 2014	October 27, 2014
October 24, 2014	November 24, 2014
November 14, 2014	December 15, 2014 (3 <sup>rd</sup> Mon)
December 29, 2014	January 26, 2015

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

---

Nov-6-2013-872

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 the Alabama Emergency Management Agency for a fifteen (15) day extension of the 13 DOT Hazardous Materials Emergency Preparedness Grant (HMEP) to September 15, 2013.

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

Nov-6-2013-873

BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign an agreement between Jefferson County, Alabama and Alabama Media Group d/b/a The Birmingham News to provide retail advertising for public notices and legal advertisings. The contract is for the period September 1, 2013 to September 30, 2014 and is not to exceed \$50,000.00.

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

---

Nov-6-2013-874

WHEREAS, the Jefferson County Commission has been designated by the Alabama Department of Economic and Community Affairs as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, Program Participant #119250 has been approved for rental assistance under the Emergency Solutions Grant Program; and

WHEREAS, the Emergency Solutions Grant Program does require the recipients to make rental assistance payments only to an owner with whom the recipient has entered into a rental assistance agreement; and

WHEREAS, Jefferson County Commission desires to enter into an agreement with Kings Forest Apartments to make rental payments on behalf of Program Participant #119250 for an amount not to exceed \$3,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the rental agreement between Jefferson County, Alabama and Kings Forest Apartments for an amount not to exceed Three Thousand and no/100 Dollars (\$3,000.00). This agreement is from Program Year 2012 state funds.

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

Nov-6-2013-875

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the contract between Jefferson County, Alabama and Advance Career Training Solutions (ACTS) approved at M.B. 165, PG 186, on July 11, 2013, is hereby terminated for convenience of the County effective seven days following the adoption of this resolution.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager shall immediately notify ACTS of this action.

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

---

Nov-6-2013-876

Whereas, the Workforce Investment Act of 1998 states that the governor shall designate local workforce investment areas in a state; and

Whereas, Jefferson County has been designated a Local Workforce Investment Area; and

Whereas, the majority of the members of the Board must be representatives of business in the local area; and

Whereas, the remaining members of the Board shall also include representative of local education entities, local school boards, post-secondary educational institutions, Labor organizations, community based organizations, economic development and one-stop partners; and

Whereas, the Chief Elected Official in a local area is authorized to appoint the members of the local board; and

Whereas, the Board Directors of the Jefferson County Workforce Investment Area is in need of new members to maintain compliance with the Workforce Investment Act of 1998; and

Whereas Matthew Dudley is recommended for appointment.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to hereby appoint the aforementioned individual to the Board

of Directors of the Jefferson County Workforce Investment Board.

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

Nov-6-2013-877

A RESOLUTION IDENTIFYING SURPLUS COUNTY EQUIPMENT AND AUTHORIZING THE DISPOSAL OF SAID EQUIPMENT VIA SALE TO SCRAP YARD

WHEREAS, the County Fleet Manager has determined the following list of retired rolling stock and/or miscellaneous equipment to be surplus, all salvageable parts have been used, and of no further use to the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following County assets are hereby declared to be surplus property removed from the, fixed assets inventory and disposed of via sale to a local scrap yard.

VEHICLE NUMBER	VEHICLE IDENTIFICATION	VEHICLE DESCRIPTION	COUNTY ASSET NUMBER
A976203	2GIWL52M7V9239579	SEDAN 4 DR LUMINA 97	971040
A006019	2GIWF55K7Y9239068	SEDAN 4 DR IMPALA 00	001630
A0360103	1FMPU16L53LB66491	SUV AT4 EXPEDITION 03	031436
A066039	2FAFP71 WX6XI34712	SEDAN 4 DR C V G/W 06	060605
A066050	2FAFP71W36X134728	SEDAN 4 DR C V G/W 06	060581
A066213	2FAFP71W76X113817	SEDAN 4 DR C V G/W 06	160000002770
A086001	2FAFP71 V58X118833	SEDAN 4 DR C V G/W 08	160000005079

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

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

Nov-6-2013-878

STREET MAINTENANCE ACCEPTANCE

WHEREAS, by STATE LAW the Jefferson County Commission maintains roads in unincorporated Jefferson County.

WHEREAS, 2nd Street, as situated in the NW quarter of Section 15, Township 14 South, Range 4 West, was erroneously removed from the Jefferson County road maintenance list and should be replaced on the list of roadways as maintained by Jefferson County personnel. The Jefferson County maintenance limits will begin at the intersection of Sanders Park Road and 2nd Street and will continue to the intersection of 2nd Street and Church Street.

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW THEREFORE BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing street, as constructed and located within the boundaries of the prescriptive right-of-way as established by previous maintenance of this roadway by Jefferson County, as well as within the boundaries of the right-of-way recorded in Deed Book 10, Page 24, in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular, session of the Commission of Jefferson County, this 6th day of November, 2013.

RECOMMENDED:

Tracy A. Pate, P.E.  
Interim Director/ County Engineer

Tony Petelos  
Jefferson County Manager  
JEFFERSON COUNTY, AL  
W.D. Carrington  
Jefferson County Commissioner

ATTEST:  
Minute Clerk

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

Nov-6-2013-879

A RESOLUTION TO DONATE FENCE PANELS TO THE CITY OF BIRMINGHAM WITH THE OPTION OF BORROWING THOSE PANELS IF NEEDED FOR USE BY JEFFERSON COUNTY IN THE FUTURE

WHEREAS, the Jefferson County Roads and Transportation Department has declared the referenced fence panels to be surplus, WHEREAS, the City of Birmingham has expressed need of the fence panels on numerous occasions.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County donate the fence panels to the City of Birmingham, with the option of borrowing if the need for future use arises.

BE IT FURTHER RESOLVED that the County Manager be and hereby is authorized to execute any documents to effect this transaction.

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

---

Communication was read from Roads & Transportation recommended the following;

1. AT& T Corporation to install 915' of buried cable on Dickey Springs and Bell Hill Road in Bessemer.
2. Alabama Gas Corporation to install 2,852' of 2" gas main Grove Mine Basin Pipeline.

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

---

Nov-6-2013-880

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

Recommended by: Tracy A. Pate, P.E. Director/County Engineer  
Department: Roads & Transportation  
Date: October 23, 2013  
Purpose: Payment to Carolyn D. Harvill, Manager of George S. Dobbins Trust for 0.01 acres, more or less, of Temporary Construction Easement - Tract No. 4 – Tarrant Huffman Road Project  
Site Address: 1131 Bethel Avenue, Birmingham, AL Agent: Rick Turner  
Price: \$500.00  
Pay to the order of: Carolyn D. Harvill, Manager George S. Dobbins Trust  
Mailing Address: 2918 7th Avenue South  
Birmingham, AL 35217  
Fund #4022000000, Bus. Area 5100 - Object 514100 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.931.R.  
Check Delivery Code 84

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

---

Nov-6-2013-881

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, through the Office of Senior Citizen Services and Legal Services of Alabama to provide legal services for older adults in Jefferson County for the period October 1, 2013 - December 31, 2013 in the amount of \$26,362. Contract ID: CON-00001510

AMENDMENT TO CONTRACT #3



This is an Amendment to the Contract by and between Jefferson County, Alabama and through the Office of Senior Citizens Services ("OSCS") (hereinafter referred to as "the County") and Legal Services of Alabama (hereinafter referred to as the "Agency").

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on November 23, 2010 at M.B. 161, Pg. 31; amended November 22, 2011, at M.B. 162, Pg. 433; amended October 9, 2012 at M.B. 163, Pgs. 608-609; is hereby amended as follows:

- To extend the Term of Services: Services shall commence on October 1, 2013 through December 31, 2013;
- All other terms and conditions to the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington

Commission President

CONTRACTOR:

James H. Fry, Executive Director

Legal Services of Alabama

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

---

Nov-6-2013-882

WHEREAS, the Alabama Department of Senior Services has award Jefferson County, Alabama, through the Office of Senior Citizen Services, Enhanced Seed Activity Funds (Contract # 00005057); and

WHEREAS, these funds will be used to provide outreach activities at senior centers; and

WHEREAS, this one-time increase in funds will be added to the budget of the City of Fairfield's senior center for FY2012/2013.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept Enhanced Seed Activity Funds in the amount of \$800 from the Alabama Department of Senior Services and to authorize the President to execute Amendment No. 2 to the agreement with the City of Fairfield.

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

---

Nov-6-2013-883

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute agreements between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and the City of Warrior to provide funding for operation of Senior Citizen Center for Fiscal Year 2013 - 2014 in the amount of \$10,000.

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

---

Nov-6-2013-884

CONTRACT ID: CON-00002111

Alabama Department of Senior Services

WHEREAS, Jefferson County, Alabama has contracted with the Alabama Department of Senior Services (ADSS) in an effort to provide services to older Americans in Jefferson County as outlined under the Older Americans Act; and

WHEREAS, Jefferson County Commission to receive this grant award in the amount of \$15,657.00 from ADSS for Senior Medicare Patrol Program to educate and empower beneficiaries to take an active role in the detection and prevention of health care fraud and abuse; and

WHEREAS, the term of the grant award is June 1, 2013 through May 31, 2014, and

WHEREAS, these are federal dollars and a required local match or in-kind match up to 25% of the total federal match.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission to accept this grant amount of \$15,657.00 to continue to provide services as outlined in the grant agreement, under the Older Americans Act and the Office of Senior Citizens approved Area Plan to the senior population in Jefferson County.

BE IT FURTHER RESOLVED by the Jefferson County Commission that the Finance Director is hereby authorized and directed to receive and receipt the grant funds accordingly.

BE IT RESOLVED that the Commission President is authorized to execute any subsequent documents received necessary for acceptance of these funds.

W. D. Carrington, Commission President

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

---

Nov-6-2013-885

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and Jefferson County Council on Aging (JCCEO-ADSS-Title V Regular) to provide fiscal administration of Title V funds to pay salaries, FICA and Workman's Compensation Insurance for older individuals employed by the Alabama Department of Senior Services, Inc. for the period October 1, 2013 - December 31, 2013 in the amount of \$70,133.37.

Contract ID: CON-000000818

AMENDMENT TO CONTRACT #1

This is an Amendment to the Contract by and between Jefferson County, Alabama and through the Office of Senior Citizens Services ("OSCS") (hereinafter referred to as "the County") and Jefferson County Council on Aging (JCCOA)-ADSS -Title V Regular (hereinafter referred to as the "Agency").

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on October 9, 2012 at M. B. 163, Pgs. 609-611 is hereby amended as follows:

- To extend the Term of Services: Services shall commence on October 1, 2013 through December 31, 2013;
- All other terms and conditions to the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington

Commission President

CONTRACTOR:

W. Thomas Blake, J., Interim Executive Director

Jefferson County Council on Aging

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

---

Nov-6-2013-886

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and Jefferson County Council on Aging (JCCEO -Senior Services America, Inc. -SSAI Title V Regular) to provide fiscal administration of Title V funds to pay salaries, FICA and Workman's Compensation Insurance for older individuals employed by the Alabama Department of Senior Services, Inc. for the period October 1, 2013 - December 31, 2013 in the amount of \$74,873.

Contract ID: CON-00000823

AMENDMENT TO CONTRACT #1

This is an Amendment to the Contract by and between Jefferson County, Alabama and through the Office of Senior Citizens Services ("OSCS") (hereinafter referred to as "the County") and Jefferson County Council on Aging (JCCOA)-Senior Services America, Inc.-SSAI Title V Regular (hereinafter referred to as the "Agency").

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on October 9, 2012 at M.B. 163, Pg. 612 is hereby amended as follows:

- To extend the Term of Services: Services shall commence on October 1, 2013 through December 31, 2013;
- All other terms and conditions to the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington

Commission President

CONTRACTOR:

W. Thomas Blake, J., Interim Executive Director

Jefferson County Council on Aging

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

---

Nov-6-2013-887

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, in his capacity as Sheriff of Jefferson County, Alabama.

Agreement between the Board of Trustees of the University of Alabama for the University of Alabama Hospital, The Callahan Eye Hospital Health Care Authority, the University of Alabama Health Services Foundation, P.C., the University of Alabama Ophthalmology Services Foundation, P.C. and Mike Hale, in his official capacity as Sheriff of Jefferson County to provide health care services to inmates for FY2013-2014 in the amount of \$3,500,000.

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

---

Nov-6-2013-888

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Baptist Health System, Inc. to provide hospital healthcare services and physician services to some individuals who may have been eligible Cooper Green Mercy Health Services patients in the amount of \$1,900,000.

AGREEMENT

This is an Agreement between Jefferson County, Alabama, a political subdivision of the State of Alabama d/b/a Cooper Green Mercy

Health Services (hereinafter "County") and Baptist Health System, Inc., an Alabama non-profit corporation, (hereinafter ("Hospital")). The parties hereby agree as follows:

1. During the period of April 1, 2012 through September 30, 2013 Hospital provided hospital healthcare services and physician services to some individuals who may have been eligible Cooper Green Mercy Health Services patients. The exact nature of the healthcare services provided to those individuals some of which may have been eligible patients is detailed on the invoice that Hospital sent to the COUNTY that is dated October 5, 2013.

2. The COUNTY agrees to pay and Hospital agrees to accept as payment in full and complete satisfaction of all amounts claimed for the services provided on the above referenced dates for beneficiaries of the County the amount of \$1,500,000.00 for the hospital healthcare services and \$400,000.00 for physician services.

Done and dated this 8th day of November, 2013.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

BAPTIST HEALTH SYSTEM, INC.

Shane Spees, President and CEO

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President - Jefferson County Commission

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

---

Nov-6-2013-889

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and St. Vincent's Health System, Inc. to provide hospital healthcare services and physician services to some individuals who may have been eligible Cooper Green Mercy Health Services patients in the amount of \$736,000.

AGREEMENT

This Is an Agreement between Jefferson County, Alabama, a political subdivision of the State of Alabama d/b/a Cooper Green Mercy Health Services (hereinafter "County") and St. Vincent's Health System, Inc., an Alabama non-profit corporation, (hereinafter "Hospital"). The parties hereby agree as follows:

1. During the period of October 1, 2012 through September 30, 2013 Hospital provided hospital healthcare services and physician services to some individuals who may have been eligible Cooper Green Mercy Health Services patients. The exact nature of the healthcare services provided to those individuals some of which may have been eligible patients is detailed on the invoice that Hospital sent to the COUNTY that is dated September 30, 2013.

2. The COUNTY agrees to pay and Hospital agrees to accept as payment in full and complete satisfaction of all amounts claimed for the services provided on the above referenced dates for beneficiaries of the County the amount of \$578,000.00 for the hospital healthcare services and \$158,000.00 for physician services.

Done and dated this 8th day of November, 2013.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

ST. VINCENT'S HEALTH SYSTEM, INC.

David Cauble, EVP and CFO

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President - Jefferson County Commission

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

---

Nov-6-2013-890

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Business Associate Agreement between Jefferson County, Alabama and Mercy Emergency Physicians, LLP to comply with the Health Insurance Portability and Accountability Act of 1996 (45 CFR Parts 160 and 164) and the Health Information Technology for Economic and Clinical Health Act, Title

XIII for Cooper Green Mercy Health Services - Urgent Care Services.

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

---

Nov-6-20130-891

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Business Associate Agreement between Jefferson County, Alabama and Mercy Emergency Physicians, LLP to comply with the Health Insurance Portability and Accountability Act of 1996 (45 CFR Parts 160 and 164) and the Health Information Technology for Economic and Clinical Health Act, Title XIII for Cooper Green Mercy Health Services - Primary Care Services.

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

---

Nov-6-2013-892

WHEREAS, the Jefferson County Commission desires to coordinate its investment practices to safely, effectively and efficiently invest cash between the time of receipt of cash and the time of disbursement of cash; and

WHEREAS, the Commission adopted a County-wide Investment Policy dated January 25, 2011, and recorded at Minute Book 161, Page 254; and

WHEREAS, the County's Investment Committee has completed a proposal process to recommend investment advisers.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Investment Management Agreements, along with any other banking required forms, with Regions Bank, which shall also act as Custodian, Cadence Bank, N.A. and IBERIABANK in accordance with the Commission approved policy.

REGIONS BANK

Investment Management Agreement

Jefferson County, Alabama ("Client") hereby appoints Regions Bank, a(n) (Alabama banking corporation/national banking association) ("Manager"), and Manager hereby accepts the appointment, to provide discretionary investment management services to Client pursuant to the terms of this Agreement. Manager shall be responsible only for those assets (the "Assets") designated by Client, and accepted by Manager, for management under this Agreement and maintained in the account established with Custodian (defined below) for such purpose (the "Account"), which Account shall be split into subaccounts called the "Primary Liquidity Portfolio" (the "Primary Liquidity Portfolio Subaccount") and the "Total Return Portfolio" (the "Total Return Portfolio Subaccount") and any other subaccounts required by Client from time to time.

1. Definitions. The following definitions shall apply to this Agreement:

Custodian: [Bank] or, in the event another institution is designated as providing custody services for the Account, such other institution. If an institution other than [Bank] is the Custodian, Client shall be responsible for selecting such institution, but the use of a third-party Custodian is subject to Manager's prior approval, which shall not be unreasonably withheld.

Objective: The investment objective that will be pursued for Client. The initial Objective will be as identified in the Client's Investment Policy dated January 25, 2011 and recorded at the Jefferson County Commission's Minute Book 161, pages 226 – 330 ("Investment Policy") specifically incorporated by reference herein, and subsequently the current Objective will be as noted from time to time in an amended or updated Investment Policy provided by Client to Manager. As relates to the Primary Liquidity Portfolio Subaccount, the Objective shall be the investment objective, parameters and limitations applicable to the Primary Liquidity Portfolio under the Investment Policy and as relates to the Total Return Portfolio Subaccount, the Objective shall be the investment objective, parameters and limitations applicable tot the Total Return Portfolio under the Investment Policy.

2. Investment Management Services. Manager will provide discretionary investment management services for the Account in accordance with the terms and conditions of this Agreement.

a. Throughout the term of this Agreement, except as otherwise provided in this Agreement, Manager shall have full discretion, consistent with the parameters and limitations of the Objective, to supervise, manage and direct the investment of the Assets, together with any additions, substitutions and alterations, all without specific consultation with Client and at such times and in such manner as Manager deems appropriate,

including that Manager shall have authority to buy, sell, or otherwise trade securities or other investments in the Account without discussing the specific transactions with Client in advance, provided that Manager will exercise the judgment and care, under the circumstances then prevailing, which a person of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

b. All dividends, income, interest distributions and capital gains referable to the Assets shall be automatically reinvested in the Account (or, if applicable, appropriate subaccount) unless otherwise directed by Client in writing.

c. Manager will have no duty, responsibility or liability with respect to Client's investments or other property that are not in the Account. If the Account contains only a part of the investable assets under Client's control, Client acknowledges that Manager will have no responsibility for the diversification of all of Client's investments or other property. Manager also shall have no authority or responsibility to determine the allocation of assets between the Primary Liquidity Portfolio Subaccount, the Total Return Portfolio Subaccount or any other subaccount, and such allocation shall be as directed by Client from time to time.

d. Custodian shall hold, safekeep, and protect all property transferred to it or acquired under this Agreement and, in addition to any other duties imposed on it by law or this Agreement, shall make Client whole for any loss to or of said property while it is in the custody of Custodian (or its securities depository or other agent) whether caused by fire or other casualty, theft or vandalism or any other cause, including any form of default by Custodian, its securities depository, or other agent.

e. Under no circumstances will Assets maintained in either the Primary Liquidity Portfolio or the Total Return Portfolio or any other subaccounts be held by Manager or Custodian within or under the Manager's or Custodian's own trading department.

f. Any cash amounts received as interest, dividends or otherwise held by Custodian from time to time under this Agreement shall be held in compliance with the Security for Alabama Funds Enhancement Act, Sections 41-14A-1, et seq., Code of Alabama 1975, as amended from time to time (hereinafter the "SAFE Act") and any and all rules and regulations promulgated by the SAFE Board of Directors to implement the SAFE Act, as amended from time to time.

3. Authorizations. Client hereby authorizes Manager, as Client's agent and on Client's behalf solely for purposes of this Agreement, to take (or to direct Custodian to take) all necessary and appropriate action to effect transactions in securities and other investments for the Account and to perform its duties as investment manager to Client under this Agreement. Consistent with the provisions of this Agreement, in addition to other authorizations granted to Manager under this Agreement, Client hereby authorizes Manager to:

a. sign (or direct Custodian to sign) or Client and in Client's name any declarations, affidavits, certificates of ownership or other documents or instruments related to the Assets, or which may be necessary to the conduct by Manager of trading of securities in accordance with the provisions of this Agreement; and

b. provide instructions to third-party Custodian or any subcustodian, for the account of and at the risk of Client, with regard to the purchase, sale, conversion, exchange or other disposition of the Assets and otherwise regarding the trading of or disposition of any securities or cash in the Account in connection with the services provided under this Agreement, but solely in connection with the conduct by Manager of trading of securities in accordance with the provisions of this Agreement [and the authorized deduction of fees in accordance with the provisions of Section 10 of this Agreement].

Without limiting any other uses of information permitted by applicable law, Manager and any third-party Custodian or subcustodian shall be authorized to share with one another, and with any of their affiliates, agents and service providers, any and all information concerning Client, the Assets, the Account or any related matters, in connection with the performance of their responsibilities relating to Client and the Account. 4. Account Statements. Manager or Custodian will send to Client a periodic statement setting forth all transactions occurring in the Account during the period covered by the account statement, any fees paid by the Account during the period and identifying all Assets in the Account at the end of the period. Periodic statements will be provided by Manager or Custodian on at least a monthly basis. Client waives the receipt of contemporaneous written trade confirmations related to transactions within the Account and agrees that the periodic statements provided by Manager or Custodian will be in lieu of individual trade confirmations.

5. Trading.

Manager shall have full power and discretion to select brokers or dealers to execute transactions. All fees and/or commissions related to transactions on behalf of Client are to be borne solely by Manager. In executing transactions, Manager's primary objective will be to obtain "best execution" of the transaction. Consistent with obtaining best execution:

a. When placing transactions for the Account, Manager will seek out broker-dealers based on a number of factors including, without limitation, the financial strength and stability of the broker, the efficiency with which the transaction will be effected, the ability to effect the transaction where a large block is involved, and the availability of the broker or dealer to stand ready to execute possibly difficult transactions in the future.

b. Transactions for Client or other of Manager's client accounts generally will be effected independently unless Manager decides to

purchase or sell the same securities for several clients (including Client) at approximately the same time. Manager may (but is not obligated to) combine or "bunch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Client and Manager's other clients. This may result in differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently.

c. Client authorizes and directs Manager to instruct any third-party Custodian and any broker-dealer or dealers executing orders for the Account to forward confirmations of those transactions to Manager.

6. Proxy Voting; Corporate Actions. If Manager receives notice of any proxy voting matter relating to securities held in the Account, Manager will vote (or refrain from voting the proxy) in Manager's discretion as determined by Manager to be prudent under the circumstances consistent with the Objective. Client reserves the right to revoke Manager's authority regarding proxy voting at any time upon reasonable advance written notice. In addition, if Manager receives notice of a subscription right, tender right, rights offering or similar corporate action (a "Corporate Action" or, in the plural, "Corporate Actions") requiring or permitting discretionary action by the beneficial owner of a security held in the Account, Manager shall exercise its discretion in determining whether and how to respond to such Corporate Action request as determined by Manager to be prudent under the circumstances consistent with the Objective. If Manager is not the Custodian, Manager is authorized and directed to instruct the Custodian to forward promptly to Manager (and to any third party proxy voting service designated by Manager) copies of all proxies, Corporate Action requests and other shareholder communications relating to securities held in the Account (other than materials relating to lawsuits and related matters). Manager shall have no duty or responsibility (a) to respond to or take action regarding any proxy voting matter or any Corporate Action request unless Manager receives adequate advance notice of such matter or request or (b) to forward to Client, or to otherwise notify Client regarding, any proxy voting matter or Corporate Action request or to obtain Client's consent or approval to any proposed course of action relating to any such proxy voting matter or Corporate Action request.

7. Class Action Lawsuits. If Manager is the Custodian and it receives notice of a lawsuit or related matter affecting an Asset held or formerly held in the Account, Manager will endeavor in good faith to forward such notice to Client. If Manager is not the Custodian, Manager shall have no responsibility regarding the forwarding of any notices of a lawsuit or related matter affecting an Asset held in the Account. In all events, Client shall be responsible to determine eligibility to submit a claim with respect to all lawsuits and otherwise to determine all actions to be taken or not taken in connection with any such lawsuits, and acknowledges and agrees that Manager and Custodian shall have no obligation to take any such actions or to advise Client concerning such actions.

8. Compensation and Other Expenses. Manager shall receive compensation for its services under this Agreement in accordance with the fee schedule set forth on Appendix 1 to this Agreement (the "Fee Schedule"). The Fee Schedule shall be deemed to have been adopted and made a part of this Agreement as if fully rewritten herein. The Account Fee (as defined in the Fee Schedule) will be charged monthly in arrears and will be determined based upon the market value of all the Assets on the last business day of each calendar month. Manager shall be authorized to deduct the Account Fee from the Assets held under this Agreement. All fees and/or commissions related to transactions on behalf of Client are to be borne solely by Manager.

9. Valuation. The value of securities and other investment assets in the Account will be determined by Custodian in accordance with Custodian's typical procedures in a manner intended in good faith to reflect the fair market value of the respective securities. However, Client acknowledges that there is no guarantee that any valuations provided by Custodian or obtained by Manager or Custodian from other sources will be accurate.

10. Disclaimer Regarding Other Advice. Client acknowledges and agrees that neither Manager nor its affiliates, employees, representatives or agents are rendering any legal, tax, accounting or actuarial advice or preparing any legal, tax, accounting or actuarial documents for Client or the Account. Without limitation to the generality of the foregoing, the preparation by Manager of any tax forms, tax statements or tax worksheets shall not be construed as the provision by Manager of any legal, tax or accounting advice to Client.

11. Notifications; Electronic Communications. Notices, account statements, confirmations (to the extent applicable), requests, instructions and other communications shall be made in writing (including by facsimile and email if a facsimile and email address is listed below). Notice shall be deemed effective if made to the parties as follows:

If to Client:	If to Manager:
Jefferson County Commission President	Regions Bank
716 R. Arrington Jr. Blvd.	_____
Suite 230	_____
Birmingham, AL 35203	Attention:
Jefferson County CFO	
716 R. Arrington Jr. Blvd.	
Suite 810	
Birmingham, AL 35203	

With regard to the Primary Liquidity Portfolio Subaccount, the Manager and Custodian shall be deemed to have received proper instructions from the Client in respect to any of the matters covered by this Agreement upon receipt of written instructions from the President of the Jefferson County Commission and/or the Jefferson County CFO and by no other means. Such instructions may be considered as in full force and effect until receipt of written notice to the contrary.

With regard to the Total Return Portfolio Subaccount, the Manager and Custodian shall be deemed to have received proper instructions from the Client in respect to any of the matters covered by this Agreement upon receipt of written instructions from the President of the Jefferson County Commission accompanied by a certified copy of a resolution of the Jefferson County Commission and by no other means. Such instructions may be considered as in full force and effect until receipt of written notice to the contrary.

12. Representations and Warranties of Client.

a. Client has the full legal power and authority to appoint Manager pursuant to this Agreement and to enter into and perform this Agreement, and Client has complied with all applicable laws in connection therewith. Client shall promptly notify Manager in the event the person signing this Agreement on behalf of Client ceases to be authorized to act on behalf of Client for purposes of this Agreement.

b. Client agrees that Client will not use the Account for any transaction that is illegal in the jurisdiction where Client is located, in the jurisdiction where each transaction is consummated, or in any other jurisdiction affected by a transaction. Client also agrees that Client will not use the Account in connection with any Internet or on-line gambling transaction, regardless of whether gambling is legal in any applicable jurisdiction. Manager reserves the right to reject any transaction or return any item that it believes, in its sole discretion, is related to an illegal transaction, or an Internet or on-line gambling transaction, and to close the Account. Any exercise of such rights is cumulative and not exclusive of any other rights or remedies that may be available to Manager.

13. Representations and Warranties of Manager.

a. Manager has the full legal power and authority to enter into and perform this Agreement, and has duly authorized this Agreement and its performance hereunder by all applicable corporate action. Manager shall promptly notify Client in the event the person signing this Agreement on behalf of Client ceases to be authorized to act on behalf of Client for purposes of this Agreement.

b. Manager is a depository institution under the laws of the United States and is a member of the Federal Deposit Insurance Corporation and is not required to be registered as an investment adviser or broker-dealer under the laws of the United States or any state thereof by virtue of performance of its duties and responsibilities under this Agreement.

14. Amendments. This Agreement may not be amended except by a writing signed by Manager and Client.

15. Duration and Termination. Unless earlier terminated by one of the parties as permitted herein, this Agreement shall continue for a period of three (3) years from its date. Client and Manager agree that Manager may terminate this Agreement, without penalty, on at least 90 days' prior written notice to Client and that Client may terminate this Agreement, without penalty, on at least 30 days' prior written notice to Manager. Client shall remain liable for all fees chargeable under this Agreement through the date of transfer or other distribution of the Assets as directed by Client in writing. Termination of this Agreement will not affect (i) the validity of any action previously taken by Client or Manager under this Agreement before the effective date of the termination; or (ii) liabilities or obligations of the parties from transactions initiated before the effective date of the termination.

16. Force Majeure. In no event shall Manager (including in its capacity as Custodian, if applicable) or any of its affiliates be liable for failure to take any action required to be taken in connection with this Agreement in the event and to the extent that the taking of such action is prevented or delayed by war (whether declared or not), terrorist acts, revolution, insurrection, riot, civil commotion, act of God, accident,

fire, explosions, stoppage of labor, strikes or other differences with employees, laws, regulations, orders or other acts of any governmental authority or any other cause whatsoever beyond their reasonable control.

17. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

18. Assignment. This Agreement will bind and be for the benefit of the parties to this Agreement and their respective successors and permitted assigns. Notwithstanding the foregoing, this Agreement may not be assigned (which, for purposes of this Agreement, shall be deemed to have the meaning given to that term under Section 202(a)(1) of the Investment Advisers Act of 1940, as amended (the "Advisers Act")) by either party without the consent of the other party, and any attempt to do so without such consent will be void.

19. Disclosure of Information to A Requesting Company. With regard to securities held in the Custodian's nominee's name, Securities and Exchange Commission Rule 14b-2 under the Securities Exchange Act requires the Custodian to disclose to any requesting company, the name, address and securities positions of Client if Client is the beneficial owner of the issuer's securities held by the Custodian in nominee name. The requesting company would be permitted to use the name and related information pertaining to Client for corporation communications only. If indicated below (by placing an "X" in the blank), Client objects to the disclosure of such information to requesting companies.



CLIENT OBJECTS TO THE DISCLOSURE OF SUCH INFORMATION

20. Confidential Relationship. Manager shall treat all information and advice furnished by Client to Manager pursuant to this Agreement or otherwise obtained by Manager regarding Client during the course of Manager's performance pursuant to this Agreement as confidential and shall refrain from disclosing any such confidential information to third parties; provided, however, Manager may disclose information (a) to the extent, if any, necessary in order for Manager to fulfill its obligations and responsibilities under this Agreement, (i) to affiliates of Manager, (ii) to Custodian, (iii) to brokers and dealers that are counterparties for trades for the Accounts, and (iv) to third party service providers subject to confidentiality agreements, (b) as required by law, court order or other regulating authority, (c) as requested by regulatory or governmental authorities or auditors and (d) as otherwise agreed to in writing by the Client. Information that (a) was or becomes generally available to the public, other than as a result of disclosure by Manager, (b) was or becomes available to Manager on a non-confidential basis from a source other than Client, which source is not known to be bound by any obligations of confidentiality; or (c) is independently developed by Manager without reference to or reliance on information or advice furnished pursuant to this Agreement will not be considered confidential for purposes of this Section 20.

21. Client Acknowledgment. Client acknowledges receipt of Manager's Privacy Policy.

22. Governing Law. This Agreement is made and will be construed under the laws of the State of Alabama provided that nothing in this Agreement will be construed in any manner inconsistent with any applicable Federal law of the United States.

23. Entire Agreement. This Agreement represents the parties' entire understanding with regard to the matters described herein.

CLIENT:

ATTEST/WITNESS

W. D. Carrington, President

JEFFERSON COUNTY COMMISSION

ATTEST/WITNESS

JEFFERSON COUNTY CFO

George Tablack

MANAGER:

REGIONS BANK

\_\_\_\_\_, Authorized Officer Signature

CADENCE Bank, N. A.

Investment Management Agreement

Jefferson County, Alabama ("Client") hereby appoints Cadence Bank N.A., a(n) (Alabama banking corporation/national banking association) ("Manager"), and Manager hereby accepts the appointment, to provide discretionary investment management services to Client pursuant to the terms of this Agreement. Manager shall be responsible only for those assets (the "Assets") designated by Client, and accepted by Manager, for management under this Agreement and maintained in the account established with Custodian (defined below) for such purpose (the "Account"), which Account shall be split into subaccounts called the "Primary Liquidity Portfolio" (the "Primary Liquidity Portfolio Subaccount") and the "Total Return Portfolio" (the "Total Return Portfolio Subaccount") and any other subaccounts required by Client from time to time.

1. Definitions. The following definitions shall apply to this Agreement:

Custodian: [Bank] or, in the event another institution is designated as providing custody services for the Account, such other institution. If an institution other than [Bank] is the Custodian, Client shall be responsible for selecting such institution, but the use of a third-party Custodian is subject to Manager's prior approval, which shall not be unreasonably withheld.

Objective: The investment objective that will be pursued for Client. The initial Objective will be as identified in the Client's Investment

Policy dated January 25, 2011 and recorded at the Jefferson County Commission's Minute Book 161, pages 226 – 330 ("Investment Policy") specifically incorporated by reference herein, and subsequently the current Objective will be as noted from time to time in an amended or updated Investment Policy provided by Client to Manager. As relates to the Primary Liquidity Portfolio Subaccount, the Objective shall be the investment objective, parameters and limitations applicable to the Primary Liquidity Portfolio under the Investment Policy and as relates to the Total Return Portfolio Subaccount, the Objective shall be the investment objective, parameters and limitations applicable tot the Total Return Portfolio under the Investment Policy.

2. Investment Management Services. Manager will provide discretionary investment management services for the Account in accordance with the terms and conditions of this Agreement.

a. Throughout the term of this Agreement, except as otherwise provided in this Agreement, Manager shall have full discretion, consistent with the parameters and limitations of the Objective, to supervise, manage and direct the investment of the Assets, together with any additions, substitutions and alterations, all without specific consultation with Client and at such times and in such manner as Manager deems appropriate, including that Manager shall have authority to buy, sell, or otherwise trade securities or other investments in the Account without discussing the specific transactions with Client in advance, provided that Manager will exercise the judgment and care, under the circumstances then prevailing, which a person of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but

for investment, considering the probable safety of their capital as well as the probable income to be derived.

b. All dividends, income, interest distributions and capital gains referable to the Assets shall be automatically reinvested in the Account (or, if applicable, appropriate subaccount) unless otherwise directed by Client in writing.

c. Manager will have no duty, responsibility or liability with respect to Client's investments or other property that are not in the Account. If the Account contains only a part of the investable assets under Client's control, Client acknowledges that Manager will have no responsibility for the diversification of all of Client's investments or other property. Manager also shall have no authority or responsibility to determine the allocation of assets between the Primary Liquidity Portfolio Subaccount, the Total Return Portfolio Subaccount or any other subaccount, and such allocation shall be as directed by Client from time to time.

d. Custodian shall hold, safekeep, and protect all property transferred to it or acquired under this Agreement and, in addition to any other duties imposed on it by law or this Agreement, shall make Client whole for any loss to or of said property while it is in the custody of Custodian (or its securities depository or other agent) whether caused by fire or other casualty, theft or vandalism or any other cause, including any form of default by Custodian, its securities depository, or other agent.

e. Under no circumstances will Assets maintained in either the Primary Liquidity Portfolio or the Total Return Portfolio or any other subaccounts be held by Manager or Custodian within or under the Manager's or Custodian's own trading department.

f. Any cash amounts received as interest, dividends or otherwise held by Custodian from time to time under this Agreement shall be held in compliance with the Security for Alabama Funds Enhancement Act, Sections 41-14A-1, et seq., Code of Alabama 1975, as amended from time to time (hereinafter the "SAFE Act") and any and all rules and regulations promulgated by the SAFE Board of Directors to implement the SAFE Act, as amended from time to time.

3. Authorizations. Client hereby authorizes Manager, as Client's agent and on Client's behalf solely for purposes of this Agreement, to take (or to direct Custodian to take) all necessary and appropriate action to effect transactions in securities and other investments for the Account and to perform its duties as investment manager to Client under this Agreement. Consistent with the provisions of this Agreement, in addition to other authorizations granted to Manager under this Agreement, Client hereby authorizes Manager to:

a. sign (or direct Custodian to sign) or Client and in Client's name any declarations, affidavits, certificates of ownership or other documents or instruments related to the Assets, or which may be necessary to the conduct by Manager of trading of securities in accordance with the provisions of this Agreement; and

b. provide instructions to third-party Custodian or any subcustodian, for the account of and at the risk of Client, with regard to the purchase, sale, conversion, exchange or other disposition of the Assets and otherwise regarding the trading of or disposition of any securities or cash in the Account in connection with the services provided under this Agreement, but solely in connection with the conduct by Manager of trading of securities in accordance with the provisions of this Agreement [and the authorized deduction of fees in accordance with the provisions of Section 10 of this Agreement].

Without limiting any other uses of information permitted by applicable law, Manager and any third-party Custodian or subcustodian shall be authorized to share with one another, and with any of their affiliates, agents and service providers, any and all information concerning Client, the Assets, the Account or any related matters, in connection with the performance of their responsibilities relating to Client and the Account. 4. Account Statements. Manager or Custodian will send to Client a periodic statement setting forth all transactions occurring in the Account during the period covered by the account statement, any fees paid by the Account during the period and identifying all Assets in the Account at the end of the period. Periodic statements will be provided by Manager or Custodian on at least a monthly basis. Client waives the receipt of contemporaneous written trade confirmations related to transactions within the Account and agrees that the periodic statements provided by Manager or Custodian will be in lieu of individual trade confirmations.

5. Trading.

Manager shall have full power and discretion to select brokers or dealers to execute transactions. All fees and/or commissions related to transactions on behalf of Client are to be borne solely by Manager. In executing transactions, Manager's primary objective will be to obtain "best execution" of the transaction. Consistent with obtaining best execution:

a. When placing transactions for the Account, Manager will seek out broker-dealers based on a number of factors including, without limitation, the financial strength and stability of the broker, the efficiency with which the transaction will be effected, the ability to effect the transaction where a large block is involved, and the availability of the broker or dealer to stand ready to execute possibly difficult transactions in the future.

b. Transactions for Client or other of Manager's client accounts generally will be effected independently unless Manager decides to purchase or sell the same securities for several clients (including Client) at approximately the same time. Manager may (but is not obligated to) combine or "bunch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Client and Manager's other clients. This may result in differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently.

c. Client authorizes and directs Manager to instruct any third-party Custodian and any broker-dealer or dealers executing orders for the Account to forward confirmations of those transactions to Manager.

6. Proxy Voting; Corporate Actions. If Manager receives notice of any proxy voting matter relating to securities held in the Account, Manager will vote (or refrain from voting the proxy) in Manager's discretion as determined by Manager to be prudent under the circumstances consistent with the Objective. Client reserves the right to revoke Manager's authority regarding proxy voting at any time upon reasonable advance written notice. In addition, if Manager receives notice of a subscription right, tender right, rights offering or similar corporate action (a "Corporate Action" or, in the plural, "Corporate Actions") requiring or permitting discretionary action by the beneficial owner of a security held in the Account, Manager shall exercise its discretion in determining whether and how to respond to such Corporate Action request as determined by Manager to be prudent under the circumstances consistent with the Objective. If Manager is not the Custodian, Manager is authorized and directed to instruct the Custodian to forward promptly to Manager (and to any third party proxy voting service designated by Manager) copies of all proxies, Corporate Action requests and other shareholder communications relating to securities held in the Account (other than materials relating to lawsuits and related matters). Manager shall have no duty or responsibility (a) to respond to or take action regarding any proxy voting matter or any Corporate Action request unless Manager receives adequate advance notice of such matter or request or (b) to forward to Client, or to otherwise notify Client regarding, any proxy voting matter or Corporate Action request or to obtain Client's consent or approval to any proposed course of action relating to any such proxy voting matter or Corporate Action request.

7. Class Action Lawsuits. If Manager is the Custodian and it receives notice of a lawsuit or related matter affecting an Asset held or formerly held in the Account, Manager will endeavor in good faith to forward such notice to Client. If Manager is not the Custodian, Manager shall have no responsibility regarding the forwarding of any notices of a lawsuit or related matter affecting an Asset held in the Account. In all events, Client shall be responsible to determine eligibility to submit a claim with respect to all lawsuits and otherwise to determine all actions to be taken or not taken in connection with any such lawsuits, and acknowledges and agrees that Manager and Custodian shall have no obligation to take any such actions or to advise Client concerning such actions.

8. Compensation and Other Expenses. Manager shall receive compensation for its services under this Agreement in accordance with the fee schedule set forth on Appendix 1 to this Agreement (the "Fee Schedule"). The Fee Schedule shall be deemed to have been adopted and made a part of this Agreement as if fully rewritten herein. The Account Fee (as defined in the Fee Schedule) will be charged monthly in arrears and will be determined based upon the market value of all the Assets on the last business day of each calendar month. Manager shall be authorized to deduct the Account Fee from the Assets held under this Agreement. All fees and/or commissions related to transactions on behalf of Client are to be borne solely by Manager.

9. Valuation. The value of securities and other investment assets in the Account will be determined by Custodian in accordance with Custodian's typical procedures in a manner intended in good faith to reflect the fair market value of the respective securities. However, Client acknowledges that there is no guarantee that any valuations provided by Custodian or obtained by Manager or Custodian from other sources will be accurate.

10. Disclaimer Regarding Other Advice. Client acknowledges and agrees that neither Manager nor its affiliates, employees, representatives or agents are rendering any legal, tax, accounting or actuarial advice or preparing any legal, tax, accounting or actuarial documents for Client or the Account. Without limitation to the generality of the foregoing, the preparation by Manager of any tax forms, tax statements or tax worksheets shall not be construed as the provision by Manager of any legal, tax or accounting advice to Client.

11. Notifications; Electronic Communications. Notices, account statements, confirmations (to the extent applicable), requests, instructions and other communications shall be made in writing (including by facsimile and email if a facsimile and email address is listed below). Notice shall be deemed effective if made to the parties as follows:

If to Client:

If to Manager:

Jefferson County Commission President  
716 R. Arrington Jr. Blvd.  
Suite 230  
Birmingham, AL 35203  
Jefferson County CFO  
716 R. Arrington Jr. Blvd.  
Suite 810  
Birmingham, AL 35203

Cadence Bank, N.A.  
\_\_\_\_\_  
\_\_\_\_\_  
Attention:

The Manager and Custodian shall be deemed to have received proper instructions from the Client in respect to any of the matters covered by this Agreement upon receipt of written instructions from the President of the Jefferson County Commission accompanied by a certified copy of a resolution of the Jefferson County Commission and by no other means. Such instructions may be considered as in full force and effect until receipt of written notice to the contrary.

12. Representations and Warranties of Client.

a. Client has the full legal power and authority to appoint Manager pursuant to this Agreement and to enter into and perform this Agreement, and Client has complied with all applicable laws in connection therewith. Client shall promptly notify Manager in the event the person signing this Agreement on behalf of Client ceases to be authorized to act on behalf of Client for purposes of this Agreement.

b. Client agrees that Client will not use the Account for any transaction that is illegal in the jurisdiction where Client is located, in the jurisdiction where each transaction is consummated, or in any other jurisdiction affected by a transaction. Client also agrees that Client will not use the Account in connection with any Internet or on-line gambling transaction, regardless of whether gambling is legal in any applicable jurisdiction. Manager reserves the right to reject any transaction or return any item that it believes, in its sole discretion, is related to an illegal transaction, or an Internet or on-line gambling transaction, and to close the Account. Any exercise of such rights is cumulative and not exclusive of any other rights or remedies that may be available to Manager.

13. Representations and Warranties of Manager.

a. Manager has the full legal power and authority to enter into and perform this Agreement, and has duly authorized this Agreement and its performance hereunder by all applicable corporate action. Manager shall promptly notify Client in the event the person signing this Agreement on behalf of Client ceases to be authorized to act on behalf of Client for purposes of this Agreement.

b. Manager is a depository institution under the laws of the United States and is a member of the Federal Deposit Insurance Corporation and is not required to be registered as an investment adviser or broker-dealer under the laws of the United States or any state thereof by virtue of performance of its duties and responsibilities under this Agreement.

14. Amendments. This Agreement may not be amended except by a writing signed by Manager and Client.

15. Duration and Termination. Unless earlier terminated by one of the parties as permitted herein, this Agreement shall continue for a period of three (3) years from its date. Client and Manager agree that Manager may terminate this Agreement, without penalty, on at least 90 days' prior written notice to Client and that Client may terminate this Agreement, without penalty, on at least 30 days' prior written notice to Manager. Client shall remain liable for all fees chargeable under this Agreement through the date of transfer or other distribution of the Assets as directed by Client in writing. Termination of this Agreement will not affect (i) the validity of any action previously taken by Client or Manager under this Agreement before the effective date of the termination; or (ii) liabilities or obligations of the parties from transactions initiated before the effective date of the termination.

16. Force Majeure. In no event shall Manager (including in its capacity as Custodian, if applicable) or any of its affiliates be liable for failure to take any action required to be taken in connection with this Agreement in the event and to the extent that the taking of such action is prevented or delayed by war (whether declared or not), terrorist acts, revolution, insurrection, riot, civil commotion, act of God, accident, fire, explosions, stoppage of labor, strikes or other differences with employees, laws, regulations, orders or other acts of any governmental authority or any other cause whatsoever beyond their reasonable control.

17. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

18. Assignment. This Agreement will bind and be for the benefit of the parties to this Agreement and their respective successors and permitted assigns. Notwithstanding the foregoing, this Agreement may not be assigned (which, for purposes of this Agreement, shall be deemed to have the meaning given to that term under Section 202(a)(1) of the Investment Advisers Act of 1940, as amended (the "Advisers Act")) by either party without the consent of the other party, and any attempt to do so without such consent will be void.

19. Disclosure of Information to A Requesting Company. With regard to securities held in the Custodian's nominee's name, Securities and Exchange Commission Rule 14b-2 under the Securities Exchange Act requires the Custodian to disclose to any requesting company, the name, address and securities positions of Client if Client is the beneficial owner of the issuer's securities held by the Custodian in nominee

name. The requesting company would be permitted to use the name and related information pertaining to Client for corporation communications only. If indicated below (by placing an "X" in the blank), Client objects to the disclosure of such information to requesting companies.

CLIENT OBJECTS TO THE DISCLOSURE OF SUCH INFORMATION

20. Confidential Relationship. Manager shall treat all information and advice furnished by Client to Manager pursuant to this Agreement or otherwise obtained by Manager regarding Client during the course of Manager's performance pursuant to this Agreement as confidential and shall refrain from disclosing any such confidential information to third parties; provided, however, Manager may disclose information (a) to the extent, if any, necessary in order for Manager to fulfill its obligations and responsibilities under this Agreement, (i) to affiliates of Manager, (ii) to Custodian, (iii) to brokers and dealers that are counterparties for trades for the Accounts, and (iv) to third party service providers subject to confidentiality agreements, (b) as required by law, court order or other regulating authority, (c) as requested by regulatory or governmental authorities or auditors and (d) as otherwise agreed to in writing by the Client. Information that (a) was or becomes generally

available to the public, other than as a result of disclosure by Manager, (b) was or becomes available to Manager on a non-confidential basis from a source other than Client, which source is not known to be bound by any obligations of confidentiality; or (c) is independently developed by Manager without reference to or reliance on information or advice furnished pursuant to this Agreement will not be considered confidential for purposes of this Section 20.

21. Client Acknowledgment. Client acknowledges receipt of Manager's Privacy Policy.
22. Governing Law. This Agreement is made and will be construed under the laws of the State of Alabama provided that nothing in this Agreement will be construed in any manner inconsistent with any applicable Federal law of the United States.
23. Entire Agreement. This Agreement represents the parties' entire understanding with regard to the matters described herein.

#### APPENDIX 1

##### SCHEDULE OF FEES

The fee ("Account Fee") for services performed under the Agreement will be five basis points (0.05%) per annum, payable monthly.

CLIENT:

ATTEST/WITNESS

W. D. Carrington  
JEFFERSON COUNTY COMMISSION  
SUB-ACCOUNT

MANAGER:

CADENCE BANK, N.A.

\_\_\_\_\_  
Authorized Officer Signature

##### IBERIA BANK

##### Investment Management Agreement

Jefferson County, Alabama ("Client") hereby appoints IBERIA BANK, a(n) (Louisiana banking corporation/national banking association) ("Manager"), and Manager hereby accepts the appointment, to provide discretionary investment management services to Client pursuant to the terms of this Agreement. Manager shall be responsible only for those assets (the "Assets") designated by Client, and accepted by Manager, for management under this Agreement and maintained in the account established with Custodian (defined below) for such purpose (the "Account"), which Account shall be split into subaccounts called the "Primary Liquidity Portfolio" (the "Primary Liquidity Portfolio Subaccount") and the "Total Return Portfolio" (the "Total Return Portfolio Subaccount") and any other subaccounts required by Client from time to time.

1. Definitions. The following definitions shall apply to this Agreement:

Custodian: [Bank] or, in the event another institution is designated as providing custody services for the Account, such other institution. If an institution other than [Bank] is the Custodian, Client shall be responsible for selecting such institution, but the use of a third-party Custodian is subject to Manager's prior approval, which shall not be unreasonably withheld.

Objective: The investment objective that will be pursued for Client. The initial Objective will be as identified in the Client's Investment Policy dated January 25, 2011 and recorded at the Jefferson County Commission's Minute Book 161, pages 226 – 330 ("Investment Policy") specifically incorporated by reference herein, and subsequently the current Objective will be as noted from time to time in an amended or updated Investment Policy provided by Client to Manager. As relates to the Primary Liquidity Portfolio Subaccount, the Objective shall be the investment objective, parameters and limitations applicable to the Primary Liquidity Portfolio under the Investment Policy and as relates to the Total Return Portfolio Subaccount, the Objective shall be the investment objective, parameters and limitations applicable tot the Total Return Portfolio under the Investment Policy.

2. Investment Management Services. Manager will provide discretionary investment management services for the Account in accordance with the terms and conditions of this Agreement.

- a. Throughout the term of this Agreement, except as otherwise provided in this Agreement, Manager shall have full discretion, consistent with the parameters and limitations of the Objective, to supervise, manage and direct the investment of the Assets, together with any additions, substitutions and alterations, all without specific consultation with Client and at such times and in such manner as Manager deems appropriate, including that Manager shall have authority to buy, sell, or otherwise trade securities or other investments in the Account without discussing the specific transactions with Client in advance, provided that Manager will exercise the judgment and care, under the circumstances then prevailing, which a person of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

- b. All dividends, income, interest distributions and capital gains referable to the Assets shall be automatically reinvested in the Account

(or, if applicable, appropriate subaccount) unless otherwise directed by Client in writing.

c. Manager will have no duty, responsibility or liability with respect to Client's investments or other property that are not in the Account. If the Account contains only a part of the investable assets under Client's control, Client acknowledges that Manager will have no responsibility for the diversification of all of Client's investments or other property. Manager also shall have no authority or responsibility to determine the allocation of assets between the Primary Liquidity Portfolio Subaccount, the Total Return Portfolio Subaccount or any other subaccount, and such allocation shall be as directed by Client from time to time.

d. Custodian shall hold, safekeep, and protect all property transferred to it or acquired under this Agreement and, in addition to any other duties imposed on it by law or this Agreement, shall make Client whole for any loss to or of said property while it is in the custody of Custodian (or its securities depository or other agent) whether caused by fire or other casualty, theft or vandalism or any other cause, including any form of default by Custodian, its securities depository, or other agent.

e. Under no circumstances will Assets maintained in either the Primary Liquidity Portfolio or the Total Return Portfolio or any other subaccounts be held by Manager or Custodian within or under the Manager's or Custodian's own trading department.

f. Any cash amounts received as interest, dividends or otherwise held by Custodian from time to time under this Agreement shall be held in compliance with the Security for Alabama Funds Enhancement Act, Sections 41-14A-1, et seq., Code of Alabama 1975, as amended from time to time (hereinafter the "SAFE Act") and any and all rules and regulations promulgated by the SAFE Board of Directors to implement the SAFE Act, as amended from time to time.

3. Authorizations. Client hereby authorizes Manager, as Client's agent and on Client's behalf solely for purposes of this Agreement, to take (or to direct Custodian to take) all necessary and appropriate action to effect transactions in securities and other investments for the Account and to perform its duties as investment manager to Client under this Agreement. Consistent with the provisions of this Agreement, in addition to other authorizations granted to Manager under this Agreement, Client hereby authorizes Manager to:

a. sign (or direct Custodian to sign) or Client and in Client's name any declarations, affidavits, certificates of ownership or other documents or instruments related to the Assets, or which may be necessary to the conduct by Manager of trading of securities in accordance with the provisions of this Agreement; and

b. provide instructions to third-party Custodian or any subcustodian, for the account of and at the risk of Client, with regard to the purchase, sale, conversion, exchange or other disposition of the Assets and otherwise regarding the trading of or disposition of any securities or cash in the Account in connection with the services provided under this Agreement, but solely in connection with the conduct by Manager of trading of securities in accordance with the provisions of this Agreement [and the authorized deduction of fees in accordance with the provisions of Section 10 of this Agreement].

Without limiting any other uses of information permitted by applicable law, Manager and any third-party Custodian or subcustodian shall be authorized to share with one another, and with any of their affiliates, agents and service providers, any and all information concerning Client, the Assets, the Account or any related matters, in connection with the performance of their responsibilities relating to Client and the Account. 4. Account Statements. Manager or Custodian will send to Client a periodic statement setting forth all transactions occurring in the Account during the period covered by the account statement, any fees paid by the Account during the period and identifying all Assets in the Account at the end of the period. Periodic statements will be provided by Manager or Custodian on at least a monthly basis. Client waives the receipt of contemporaneous written trade confirmations related to transactions within the Account and agrees that the periodic statements provided by Manager or Custodian will be in lieu of individual trade confirmations.

5. Trading.

Manager shall have full power and discretion to select brokers or dealers to execute transactions. All fees and/or commissions related to transactions on behalf of Client are to be borne solely by Manager. In executing transactions, Manager's primary objective will be to obtain "best execution" of the transaction. Consistent with obtaining best execution:

a. When placing transactions for the Account, Manager will seek out broker-dealers based on a number of factors including, without limitation, the financial strength and stability of the broker, the efficiency with which the transaction will be effected, the ability to effect the transaction where a large block is involved, and the availability of the broker or dealer to stand ready to execute possibly difficult transactions in the future.

b. Transactions for Client or other of Manager's client accounts generally will be effected independently unless Manager decides to purchase or sell the same securities for several clients (including Client) at approximately the same time. Manager may (but is not obligated to) combine or "bunch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Client and Manager's other clients. This may result in differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently.

c. Client authorizes and directs Manager to instruct any third-party Custodian and any broker-dealer or dealers executing orders for the Account to forward confirmations of those transactions to Manager.

6. Proxy Voting; Corporate Actions. If Manager receives notice of any proxy voting matter relating to securities held in the Account, Manager will vote (or refrain from voting the proxy) in Manager's discretion as determined by Manager to be prudent under the circumstances consistent with the Objective. Client reserves the right to revoke Manager's authority regarding proxy voting at any time upon reasonable advance written notice. In addition, if Manager receives notice of a subscription right, tender right, rights offering or similar corporate action (a "Corporate Action" or, in the plural, "Corporate Actions") requiring or permitting discretionary action by the beneficial owner of a security held in the Account, Manager shall exercise its discretion in determining whether and how to respond to such Corporate Action request as determined by Manager to be prudent under the circumstances consistent with the Objective. If Manager is not the Custodian, Manager is authorized and directed to instruct the Custodian to forward promptly to Manager (and to any third party proxy voting service designated by Manager) copies of all proxies, Corporate Action requests and other shareholder communications relating to securities held in the Account (other than materials relating to lawsuits and related matters). Manager shall have no duty or responsibility (a) to respond to or take action regarding any proxy voting matter or any Corporate Action request unless Manager receives adequate advance notice of such matter or request or (b) to forward to Client, or to otherwise notify Client regarding, any proxy voting matter or Corporate Action request or to obtain Client's consent or approval to any proposed course of action relating to any such proxy voting matter or Corporate Action request.

7. Class Action Lawsuits. If Manager is the Custodian and it receives notice of a lawsuit or related matter affecting an Asset held or formerly held in the Account, Manager will endeavor in good faith to forward such notice to Client. If Manager is not the Custodian, Manager shall have no responsibility regarding the forwarding of any notices of a lawsuit or related matter affecting an Asset held in the Account. In all events, Client shall be responsible to determine eligibility to submit a claim with respect to all lawsuits and otherwise to determine all actions to be taken or not taken in connection with any such lawsuits, and acknowledges and agrees that Manager and Custodian shall have no obligation to take any such actions or to advise Client concerning such actions.

8. Compensation and Other Expenses. Manager shall receive compensation for its services under this Agreement in accordance with the fee schedule set forth on Appendix 1 to this Agreement (the "Fee Schedule"). The Fee Schedule shall be deemed to have been adopted and made a part of this Agreement as if fully rewritten herein. The Account Fee (as defined in the Fee Schedule) will be charged monthly in arrears and will be determined based upon the market value of all the Assets on the last business day of each calendar month. Manager shall be authorized to deduct the Account Fee from the Assets held under this Agreement. All fees and/or commissions related to transactions on behalf of Client are to be borne solely by Manager.

9. Valuation. The value of securities and other investment assets in the Account will be determined by Custodian in accordance with Custodian's typical procedures in a manner intended in good faith to reflect the fair market value of the respective securities. However, Client acknowledges that there is no guarantee that any valuations provided by Custodian or obtained by Manager or Custodian from other sources will be accurate.

10. Disclaimer Regarding Other Advice. Client acknowledges and agrees that neither Manager nor its affiliates, employees, representatives or agents are rendering any legal, tax, accounting or actuarial advice or preparing any legal, tax, accounting or actuarial documents for Client or the Account. Without limitation to the generality of the foregoing, the preparation by Manager of any tax forms, tax statements or tax worksheets shall not be construed as the provision by Manager of any legal, tax or accounting advice to Client.

11. Notifications; Electronic Communications. Notices, account statements, confirmations (to the extent applicable), requests, instructions and other communications shall be made in writing (including by facsimile and email if a facsimile and email address is listed below). Notice shall be deemed effective if made to the parties as follows:

If to Client:

Jefferson County Commission President  
716 R. Arrington Jr. Blvd.  
Suite 230  
Birmingham, AL 35203  
Jefferson County CFO  
716 R. Arrington Jr. Blvd.  
Suite 810  
Birmingham, AL 35203

If to Manager:

IBERIABANK

\_\_\_\_\_

Attention:

The Manager and Custodian shall be deemed to have received proper instructions from the Client in respect to any of the matters covered by this Agreement upon receipt of written instructions from the President of the Jefferson County Commission accompanied by a certified copy of a resolution of the Jefferson County Commission and by no other means. Such instructions may be considered as in full force and effect until receipt of written notice to the contrary.

12. Representations and Warranties of Client.

a. Client has the full legal power and authority to appoint Manager pursuant to this Agreement and to enter into and perform this

Agreement, and Client has complied with all applicable laws in connection therewith. Client shall promptly notify Manager in the event the person signing this Agreement on behalf of Client ceases to be authorized to act on behalf of Client for purposes of this Agreement.

b. Client agrees that Client will not use the Account for any transaction that is illegal in the jurisdiction where Client is located, in the jurisdiction where each transaction is consummated, or in any other jurisdiction affected by a transaction. Client also agrees that Client will not use the Account in connection with any Internet or on-line gambling transaction, regardless of whether gambling is legal in any applicable jurisdiction. Manager reserves the right to reject any transaction or return any item that it believes, in its sole discretion, is related to an illegal transaction, or an Internet or on-line gambling transaction, and to close the Account. Any exercise of such rights is cumulative and not exclusive of any other rights or remedies that may be available to Manager.

13. Representations and Warranties of Manager.

a. Manager has the full legal power and authority to enter into and perform this Agreement, and has duly authorized this Agreement and its performance hereunder by all applicable corporate action. Manager shall promptly notify Client in the event the person signing this Agreement on behalf of Client ceases to be authorized to act on behalf of Client for purposes of this Agreement.

b. Manager is a depository institution under the laws of the United States and is a member of the Federal Deposit Insurance Corporation and is not required to be registered as an investment adviser or broker-dealer under the laws of the United States or any state thereof by virtue of performance of its duties and responsibilities under this Agreement.

14. Amendments. This Agreement may not be amended except by a writing signed by Manager and Client.

15. Duration and Termination. Unless earlier terminated by one of the parties as permitted herein, this Agreement shall continue for a period of three (3) years from its date. Client and Manager agree that Manager may terminate this Agreement, without penalty, on at least 90 days' prior written notice to Client and that Client may terminate this Agreement, without penalty, on at least 30 days' prior written notice to Manager. Client shall remain liable for all fees chargeable under this Agreement through the date of transfer or other distribution of the Assets as directed by Client in writing. Termination of this Agreement will not affect (i) the validity of any action previously taken by Client or Manager under this Agreement before the effective date of the termination; or (ii) liabilities or obligations of the parties from transactions initiated before the effective date of the termination.

16. Force Majeure. In no event shall Manager (including in its capacity as Custodian, if applicable) or any of its affiliates be liable for failure to take any action required to be taken in connection with this Agreement in the event and to the extent that the taking of such action is prevented or delayed by war (whether declared or not), terrorist acts, revolution, insurrection, riot, civil commotion, act of God, accident, fire, explosions, stoppage of labor, strikes or other differences with employees, laws, regulations, orders or other acts of any governmental authority or any other cause whatsoever beyond their reasonable control.

17. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

18. Assignment. This Agreement will bind and be for the benefit of the parties to this Agreement and their respective successors and permitted assigns. Notwithstanding the foregoing, this Agreement may not be assigned (which, for purposes of this Agreement, shall be deemed to have the meaning given to that term under Section 202(a)(1) of the Investment Advisers Act of 1940, as amended (the "Advisers Act")) by either party without the consent of the other party, and any attempt to do so without such consent will be void.

19. Disclosure of Information to A Requesting Company. With regard to securities held in the Custodian's nominee's name, Securities and Exchange Commission Rule 14b-2 under the Securities Exchange Act requires the Custodian to disclose to any requesting company, the name, address and securities positions of Client if Client is the beneficial owner of the issuer's securities held by the Custodian in nominee name. The requesting company would be permitted to use the name and related information pertaining to Client for corporation communications only. If indicated below (by placing an "X" in the blank), Client objects to the disclosure of such information to requesting companies.

CLIENT OBJECTS TO THE DISCLOSURE OF SUCH INFORMATION

20. Confidential Relationship. Manager shall treat all information and advice furnished by Client to Manager pursuant to this Agreement or otherwise obtained by Manager regarding Client during the course of Manager's performance pursuant to this Agreement as confidential and shall refrain from disclosing any such confidential information to third parties; provided, however, Manager may disclose information (a) to the extent, if any, necessary in order for Manager to fulfill its obligations and responsibilities under this Agreement, (i) to affiliates of

Manager, (ii) to Custodian, (iii) to brokers and dealers that are counterparties for trades for the Accounts, and (iv) to third party service providers subject to confidentiality agreements, (b) as required by law, court order or other regulating authority, (c) as requested by regulatory or governmental authorities or auditors and (d) as otherwise agreed to in writing by the Client. Information that (a) was or becomes generally available to the public, other than as a result of disclosure by Manager, (b) was or becomes available to Manager on a non-confidential basis from a source other than Client, which source is not known to be bound by any obligations of confidentiality; or (c) is independently



developed by Manager without reference to or reliance on information or advice furnished pursuant to this Agreement will not be considered confidential for purposes of this Section 20.

- 21. Client Acknowledgment. Client acknowledges receipt of Manager's Privacy Policy.
- 22. Governing Law. This Agreement is made and will be construed under the laws of the State of Alabama provided that nothing in this Agreement will be construed in any manner inconsistent with any applicable Federal law of the United States.
- 23. Entire Agreement. This Agreement represents the parties' entire understanding with regard to the matters described herein.

APPENDIX 1

SCHEDULE OF FEES

The fee ("Account Fee") for services performed under the Agreement will be five basis points (0.05%) per annum, payable monthly.

CLIENT:

ATTEST/WITNESS

W. D. Carrington, President  
JEFFERSON COUNTY COMMISSION  
SUB-ACCOUNT

MANAGER:

IBERIABANK

\_\_\_\_\_, Authorized Officer Signature

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

\_\_\_\_\_  
Nov-6-2013-893

WHEREAS, it is the policy of the Jefferson County Commission to recognize those individuals who have made noteworthy contribution to the citizens of Jefferson County; and

WHEREAS, the Purple Heart is the oldest military decoration in present use and was initially created as the Badge of Military merit by General George Washington in 1782; and

WHEREAS, the Purple Heart was the first American Service award or decoration made available to the common soldier and is specifically awarded to any member of the United States Armed Services wounded or killed in combat by a declared enemy of the United States; and

WHEREAS, the mission of the Military Order of Purple Heart, Chartered by an act of Congress, is to foster an environment of good will among the combat wounded veteran members and their families, promote patriotism, support legislative initiatives and most importantly make sure we never forget; and

WHEREAS, Alabama's counties have been working together to provide services and support to it service members, veterans, and families over the past few years through its Military Assistance Personnel Support (M.A.P.S.) program, a joining Community Forces initiative whose goal is to create a partnership of support for Service members; and

WHEREAS, Jefferson County has had numerous residents give the ultimate sacrifice in all of the world wars since 1898 and has an unusually large number of residents awarded the Military of The Purple Heart for wounds received in combat; and

WHEREAS, the Jefferson County Military Community Covenant pledges to support those who serve through building strong communities together; and

NOW THEREFORE BE IT RESOLVED, that the Jefferson County Commission hereby declares Jefferson County as a Purple Heart County in the State of Alabama.

ADOPTED by the Jefferson County Commission in Birmingham, Alabama, on this the 6<sup>th</sup> day of November, Two Thousand Thirteen.

W. D. Carrington, Commission President  
George F. Bowman, Commissioner  
Sandra Little Brown, Commissioner  
T. Joe Knight, Commissioner  
James A. Stephens, Commissioner

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

---

Thereupon the Commissioner Meeting was recessed.

---

A Public Hearing was held on Friday, November 15, 2013 to receive comments and questions from the public regarding the proposed issuance of sewer revenue warrants in the maximum aggregate principal amount of \$1,797,000,000 in accordance with Act 2010-519 of the Alabama Legislature.

The following citizens spoke to the Commission: George Singleton and State Representative Mary Moore.

Thereupon the Public Hearing was adjourned.

---

The Commission met in Work Session on November 20, 2013, and approved the following item(s) to be considered at the reconvened November 6, 2013, Regular Commission Meeting Agenda:

- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 3.

---

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

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

---

The Commission Meeting was re-convened Wednesday, November 20, 2013 at 11:15 a.m. with the following members present:

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

Nov-20-2013-894

RESOLUTION AUTHORIZING THE ISSUANCE OF  
SENIOR LIEN AND SUBORDINATE LIEN SEWER REVENUE WARRANTS  
AND SENIOR LIEN AND SUBORDINATE LIEN RESERVE FUND WARRANTS

WHEREAS, Jefferson County, Alabama (the "County"), owns and operates a sanitary sewer system (the "System") that currently serves customers in Jefferson County, Alabama and small portions of two adjacent counties. On November 9, 2011, the County filed a petition for relief under Chapter 9 of Title 11 of the United States Code, thereby commencing Bankruptcy Case No. 11-05736-TBB9 (the "Bankruptcy Case") before the United States Bankruptcy Court for the Northern District of Alabama, Southern Division (the "Bankruptcy Court"). The County has requested the Bankruptcy Court to confirm the County's plan of adjustment (the "Confirmed Plan of Adjustment"), a material component of which is the restructuring of the County's financial obligations with respect to the System. The issuance of the Sewer Warrants and the Reserve Fund Warrants authorized by this resolution is wholly contingent upon the confirmation of the Confirmed Plan of Adjustment by the Bankruptcy Court;

WHEREAS, the following sewer revenue warrants of the County, heretofore issued by the County for the purpose of financing or refinancing the costs of System facilities, are currently outstanding under that certain Trust Indenture dated as of February 1, 1997, as supplemented and amended (the "Retired Warrants Indenture"), between the County and The Bank of New York Mellon, in its capacity as successor trustee (the "Retired Warrants Trustee"): (1) Sewer Revenue Warrants, Series 1997-A, (2) Sewer Revenue Capital Improvement Warrants, Series 2001-A, (3) Sewer Revenue Capital Improvement Warrants, Series 2002-A, (4) Sewer Revenue Warrants, Series 2002-C,

(5) Sewer Revenue Warrant, Series 2003-A, (6) Sewer Revenue Warrants, Series 2003-B, and (7) Sewer Revenue Warrants, 2003-C (collectively, the "Retired Warrants");

WHEREAS, the County proposes to issue the following series of warrants (collectively, the "Sewer Warrants") in the aggregate principal amount of \$1,785,486,521.65 pursuant to a Trust Indenture dated December 1, 2013 (the "Original Indenture"), as supplemented by a First Supplemental Indenture dated December 1, 2013 (the "First Supplemental Indenture" and the Original Indenture, as supplemented by the First Supplemental Indenture, the "Indenture") between the County and Wells Fargo Bank, National Association (the "Trustee") for the purpose of providing a large portion of the funds necessary to refund the Retired Warrants in order to implement the County's Confirmed Plan of Adjustment:

- (a) \$395,005,000.00 Senior Lien Sewer Revenue Current Interest Warrants, Series 2013-A (the "Series 2013-A Warrants"),
- (b) \$54,999,963.60 Senior Lien Sewer Revenue Capital Appreciation Warrants, Series 2013-B (the "Series 2013-B Warrants"),
- (c) \$149,997,926.25 Senior Lien Sewer Revenue Convertible Capital Appreciation Warrants, Series 2013-C (the "Series 2013-C Warrants" and, together with the Series 2013-A Warrants and the Series 2013-B Warrants, the "Series 2013 Senior Lien Obligations"),
- (d) \$810,915,000.00 Subordinate Lien Sewer Revenue Current Interest Warrants, Series 2013-D (the "Series 2013-D Warrants"),
- (e) \$50,271,496.05 Subordinate Lien Sewer Revenue Capital Appreciation Warrants, Series 2013-E (the "Series 2013-E Warrants"), and
- (f) \$324,297,135.75 Subordinate Lien Sewer Revenue Convertible Capital Appreciation Warrants, Series 2013-F (the "Series 2013-F Warrants" and, together with the Series 2013-D Warrants and the Series 2013-E Warrants, the "Series 2013 Subordinate Lien Obligations");

WHEREAS, pursuant to the Confirmed Plan of Adjustment, (a) the Retired Warrants will not be paid in full, (b) the proceeds of the Sewer Warrants, together with certain funds of the County and funds on deposit under the Retired Warrants Indenture, will be distributed to the holders of the Retired Warrants or will be distributed by or on behalf of the County to pay certain other creditors of the County, all as specified in the Confirmed Plan of Adjustment, and (c) the Retired Warrants and the Retired Warrants Indenture will be cancelled, and the County will be released from all further obligations with respect thereto;

WHEREAS, the Series 2013 Senior Lien Obligations will be limited obligations of the County secured solely by, payable solely from, and having a first priority lien on, the General Trust Estate under the Indenture, which consists of gross revenues (other than tax revenues) collected from the System and certain other funds and accounts to be created in the Indenture; the County hereby acknowledges the Series 2013 Senior Lien Obligations as valid and binding limited obligations of the County; the Series 2013 Senior Lien Obligations are not general obligations of the County and shall not give rise to a personal or pecuniary liability or a charge against the general credit of the County. The Series 2013 Senior Lien Obligations are additionally secured by and payable from the Series 2013 Senior Lien Trust Estate, which consists of the Series 2013 Senior Lien Debt Service Fund and the Series 2013 Senior Lien Reserve Fund to be established under the Indenture;

WHEREAS, the Series 2013 Senior Lien Obligations also will be secured by a financial guaranty insurance policy (the "Warrant Insurance Policy") to be issued by Assured Guaranty Municipal Corp. (the "Warrant Insurer"). The County will be obligated to reimburse the Warrant Insurer for any amounts paid by the Warrant Insurer to the holders of the Series 2013 Senior Lien Obligations under the terms of the Indenture;

WHEREAS, the Series 2013 Subordinate Lien Obligations will be limited obligations of the County secured by and payable from, and having a second priority lien on, the General Trust Estate under the Indenture; the County hereby acknowledges the Series 2013 Subordinate Lien Obligations as valid and binding limited obligations of the County; the Series 2013 Subordinate Lien Obligations are not general obligations of the County and shall not give rise to a personal or pecuniary liability or a charge against the general credit of the County. The Series 2013 Subordinate Lien Obligations are additionally secured by and payable from the Series 2013 Subordinate Lien Trust Estate, which consists of the Series 2013 Subordinate Lien Debt Service Fund and the Series 2013 Subordinate Lien Reserve Fund to be established under the Indenture;

WHEREAS, the deposits required to be made under the Indenture into the Series 2013 Senior Lien Reserve Fund and the Series 2013 Subordinate Lien Reserve Fund will be satisfied by delivery to the Trustee of separate direct pay letters of credit (the "Series 2013 Senior Lien Reserve Fund Letter of Credit" and the "Series 2013 Subordinate Lien Reserve Fund Letter of Credit") to be issued by JPMorgan Chase Bank, National Association (the "Reserve Fund Letter of Credit Bank") pursuant to a Reimbursement Agreement dated as of December 1, 2013 (the "Reimbursement Agreement") between the County and the Reserve Fund Letter of Credit Bank;

WHEREAS, the Indenture prohibits the issuance of additional Senior Lien Obligations secured on a parity of lien with the Series 2013 Senior Lien Obligations with respect to the General Trust Estate, except under the circumstances provided in the Indenture, and the Indenture permits the issuance of additional Subordinate Lien Obligations secured on a parity of lien with the Series 2013 Subordinate Lien Obligations with respect to the General Trust Estate;

WHEREAS, to provide for the reimbursement to the Reserve Fund Letter of Credit Bank of draws under the Series 2013 Senior Lien Reserve Fund Letter of Credit and the Series 2013 Subordinate Lien Reserve Fund Letter of Credit, respectively, the County proposes to authorize issuance of the following series of warrants (the "Reserve Fund Warrants") pursuant to the First Supplemental Indenture: (1) Senior Lien Reserve Fund Reimbursement Warrants, in a maximum principal amount outstanding at any one time of up to \$60,000,288 (the "Senior Lien Reserve Fund Warrants") and (2) Subordinate Lien Reserve Fund Reimbursement Warrants, in a maximum principal amount outstanding at any one time of up to \$118,548,363 (the "Subordinate Lien Reserve Fund Warrants"). Reserve Fund Warrants will be issued to the Reserve Fund Letter of Credit Bank from time to time if and when a draw is made by the Trustee on the Series 2013 Senior Lien Reserve Fund Letter of Credit or the Series 2013 Subordinate Lien Reserve Fund Letter of Credit. The County hereby acknowledges that the Reserve Fund Warrants, upon issuance, will be valid and binding debts of the County; the Reserve Fund Warrants are not general obligations of the County and shall not give rise to a personal or pecuniary liability or a charge against the general credit of the County. The Reserve Fund Letter of Credit Bank will agree under certain conditions to provide collateral for its obligations under the Series 2013 Senior Lien Reserve Fund Letter of Credit and the Series 2013 Subordinate Lien Reserve Fund Letter of Credit pursuant to the Series 2013 Senior Collateral Support Agreement and the Series 2013 Subordinate Collateral Support Agreement, respectively, each dated as of December 1, 2013 (the "Collateral Agreements") between the Reserve Fund Letter of Credit Bank and the Trustee and agreed to and acknowledged by the County;

WHEREAS, the Sewer Warrants will be sold to Citigroup Global Markets Inc., Merchant Capital, L.L.C., Drexel Hamilton, LLC, First Tuskegee Capital Markets, Securities Capital Corporation, Jefferies & Company, Inc., Loop Capital Markets, LLC, Morgan Stanley & Co., LLC, RBC Capital Markets and Siebert Brandford Shank & Co., L.L.C. (collectively, the "Underwriting Group") pursuant to a warrant purchase agreement (the "Warrant Purchase Agreement");

WHEREAS, a Preliminary Official Statement dated November 4, 2013 (the "Preliminary Official Statement") regarding the sale of the Sewer Warrants has been prepared and electronically posted for review by prospective purchasers of the Sewer Warrants;

WHEREAS, a final official statement (the "Official Statement") to be dated the date of this resolution, in substantially the form of the Preliminary Official Statement, will be prepared with changes and additions necessary to reflect the pricing terms of the Sewer Warrants contained in the Warrant Purchase Agreement, the terms of the Financing Documents and such other changes and additions as shall be approved by the President of the Commission;

WHEREAS, the County will enter into a continuing disclosure agreement (the "Continuing Disclosure Agreement") pursuant to Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to which the County will covenant for the benefit of the holders of the Sewer Warrants to provide periodically financial information and operating data relating to the County;

WHEREAS, copies of the proposed Original Indenture, First Supplemental Indenture, Reimbursement Agreement, Collateral Agreements, Warrant Purchase Agreement, Preliminary Official Statement and Continuing Disclosure Agreement (herein collectively referred to as the "Financing Documents") have been presented to, considered and approved by the Commission; and

WHEREAS, the Commission has found and determined that each of the Financing Documents is necessary or desirable to sell and issue the Sewer Warrants and to issue the Reserve Fund Warrants and to secure and provide for the payment thereof and the County wishes to approve the plan of finance (the "Plan of Finance") described in the recitals to this resolution.

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

1. The Commission does hereby approve, authorize, ratify and confirm (a) the issuance of the Sewer Warrants, (b) the issuance from time to time hereafter of the Reserve Fund Warrants, (c) the execution and delivery of the Financing Documents on behalf of the County, (d) the action of certain members of the Commission and officers of the County in causing the Preliminary Official Statement to be "deemed final" as of its date for purposes of Rule 15c2-12 promulgated by the Securities Exchange Commission, (e) the distribution of the Preliminary Official Statement and the Official Statement to prospective purchasers of the Sewer Warrants, and (f) the consummation of all other transactions contemplated by the Plan of Finance
2. The President of the Commission is hereby authorized and directed to execute the Sewer Warrants, in the name and on behalf of the County, by manually signing each of the Sewer Warrants to be delivered initially. The Minute Clerk of the Commission is hereby authorized and directed to cause the official seal of the County to be affixed to each of the Sewer Warrants and to attest the same by manually signing each of the Sewer Warrants. The Treasurer of the County is hereby authorized and directed to register the Sewer Warrants as a claim against the County by execution of the Registration Certificate on each of the Sewer Warrants by manual signature. The President of the Commission is hereby directed to deliver the Sewer Warrants to the Trustee and to direct the Trustee to authenticate all the Sewer Warrants and to deliver them pursuant to the instructions of the Underwriting Group upon payment to the County of the purchase price of the Sewer Warrants as provided in the Warrant Purchase Agreement.
3. The President of the Commission is hereby authorized and directed to execute the Reserve Fund Warrants, in the name and on behalf of the County, by manually signing the certificates that will evidence the Reserve Fund Warrants. The Minute Clerk of the Commission is hereby authorized and directed to cause the official seal of the County to be affixed to each of the Reserve Fund Warrants certificates and to attest the same by manually signing each Reserve Fund Warrants certificate. The Treasurer of the County is hereby authorized and directed

to register the Reserve Fund Warrants as a claim against the County by execution of the Registration Certificate on each of the Reserve Fund Warrants certificates by manual signature. The Reserve Fund Warrants certificates shall be delivered to the Trustee concurrently with the issuance and sale of the Sewer Warrants. The Reserve Fund Warrants shall be authenticated by the Trustee and delivered to the Reserve Fund Letter of Credit Bank if, as and when required in accordance with the terms of the Indenture to provide for the reimbursement to the Reserve Fund Letter of Credit Bank of draws under the Series 2013 Senior Lien Reserve Fund Letter of Credit and the Series 2013 Subordinate Lien Reserve Fund Letter of Credit.

4. The President of the Commission is hereby authorized and directed to execute and deliver the Financing Documents to which the County will be a party in substantially the form presented to the Commission at this meeting with such changes or additions thereto or deletions therefrom as the President shall approve, including the addition of the pricing terms of the Sewer Warrants contained in the Warrant Purchase Agreement, which approval shall be conclusively evidenced by his execution of such instruments. The Minute Clerk of the Commission is hereby authorized and directed to affix the official seal of the County to such instruments and to attest the same. The President of the Commission is hereby authorized and directed to execute the Official Statement in substantially the form of the Preliminary Official Statement with changes and additions necessary to reflect the pricing terms of the Sewer Warrants contained in the Warrant Purchase Agreement, the terms of the Financing Documents and such other changes and additions as shall be approved by the President of the Commission.

5. The President of the Commission, all other members of the Commission, the County Manager, the Chief Financial Officer of the County, the Treasurer of the County, the County Attorney and any other officers of the County are hereby authorized and directed to do and perform or cause to be done and performed in the name and on behalf of the County such other acts, to pay or cause to be paid on behalf of the County such related costs and expenses, and to execute and deliver or cause to be executed and delivered in the name and on behalf of the County such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, further assurances, or other instruments or communications, under the corporate seal of the County, or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to (i) complete the Plan of Finance, (ii) carry into effect the intent of the provisions of this resolution, (iii) demonstrate the validity of the Sewer Warrants, the absence of any pending or threatened litigation with respect to the Sewer Warrants and the Reserve Fund Warrants and the Plan of Finance, and the exemption of interest on the Sewer Warrants from federal and State of Alabama income taxation; and (iv) implement any waivers to the conditions for the Effective Date (as defined in the Confirmed Plan of Adjustment) as may be recommended by bankruptcy counsel to the County and necessary or appropriate under the terms of the Warrant Purchase Agreement.

6. Each act of the President of the Commission, any other member of the Commission, the County Manager, the Chief Financial Officer of the County, the Treasurer of the County, the County Attorney or any other officer of the County or any person or persons designated and authorized to act by the Commission or any officer of the County, which act would have been authorized by the foregoing provisions of this resolution except that such action was taken prior to the adoption of this resolution is hereby ratified, confirmed, approved and adopted.

7. The provisions of this resolution pertaining to the Sewer Warrants and the Reserve Fund Warrants shall constitute a contract between the County and each owner of such warrants.

8. The various provisions of this resolution are hereby declared to be severable. In the event any provision of this resolution shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this resolution.

9. This resolution shall take effect upon its passage and adoption by the Commission; provided however the issuance and sale of the Sewer Warrants, the execution and delivery of the Reserve Fund Warrants to the Trustee, and the execution and delivery of the Financing Documents shall not occur unless and until the Confirmed Plan of Adjustment has been confirmed by the Bankruptcy Court.

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

---

Nov-20-2013-895

RESOLUTION AUTHORIZING THE ISSUANCE OF  
GENERAL OBLIGATION WARRANTS, SERIES 2013

WHEREAS, on November 9, 2011, Jefferson County, Alabama (the "County") filed a petition for relief under Chapter 9 of Title 11 of the United States Code, thereby commencing Bankruptcy Case No. 11-05736-TBB9 (the "Bankruptcy Case") before the United States Bankruptcy Court for the Northern District of Alabama, Southern Division (the "Bankruptcy Court"). The County has requested the Bankruptcy Court to confirm the County's plan of adjustment (the "Plan of Adjustment" and as confirmed the "Confirmed Plan of Adjustment"), a material component of which is the restructuring of the County's General Obligation Warrants, Series 2001-B (the "Series

2001-B Warrants"). The Plan of Adjustment is expected to be confirmed by an order (the "Confirmation Order") of the Bankruptcy Court. The issuance of the Series 2013 Warrants (as defined herein) authorized by this resolution is wholly contingent upon the confirmation of the Plan of Adjustment by the Bankruptcy Court;

WHEREAS, the County and The Bank of New York, as indenture trustee, entered into a Trust Indenture, dated as of July 1, 2001 (the "Original Indenture"), pursuant to which the County issued its Series 2001-B Warrants. The Series 2001-B Warrants were issued for the purpose of refunding certain previously issued and outstanding general obligation warrants of the County. UMB Bank, n.a. (the "Trustee"), succeeded The Bank of New York as indenture trustee under the Original Indenture;

WHEREAS, the County and The Bank of New York, as indenture trustee, entered into a Standby Warrant Purchase Agreement, dated as of July 1, 2001, as amended (herein called the "Standby Purchase Agreement"), with JPMorgan Chase Bank, N.A. (formerly known as Morgan Guaranty Trust Company of New York and herein called "JPMorgan") and Bayerische Landesbank (formerly known as Bayerische Landesbank Girozentrale and herein called "BayernLB"), acting through its New York Branch. In the Standby Purchase Agreement, JPMorgan and BayernLB agreed to purchase any Series 2001-B Warrants not remarketed after having been tendered for purchase pursuant to the mandatory or optional tender provisions of the Original Indenture. As a result of the operation of the Standby Purchase Agreement and other open market purchases (by BayernLB), JPMorgan and BayernLB currently hold the entire aggregate principal amount of the outstanding Series 2001-B Warrants;

WHEREAS, the Plan of Adjustment provides, inter alia, that JPMorgan and BayernLB will exchange all of their Series 2001-B Warrants for their respective portion of replacement warrants to be issued in four series under the Plan of Adjustment, governed by new trust indentures. Such replacement warrants will consist of the County's \$47,245,000 aggregate principal amount of General Obligation Warrants, Series 2013-A (the "Series 2013-A Warrants"), its \$5,630,000 aggregate principal amount of Taxable General Obligation Warrants, Series 2013-B (the "Series 2013-B Warrants"), its \$46,575,000 aggregate principal amount of General Obligation Warrants, Series 2013-C (the "Series 2013-C Warrants") and its \$5,550,000 aggregate principal amount of Taxable General Obligation Warrants, Series 2013-D (the "Series 2013-D Warrants" and together with the Series 2013-A Warrants, Series 2013-B Warrants and Series 2013-C Warrants herein the "Series 2013 Warrants"). The Series 2013-A Warrants and Series 2013-B Warrants are being issued pursuant to a Trust Indenture, dated as of December 1, 2013 (the "Series 2013-A/B Indenture"), between the County and the Trustee. The Series 2013-C Warrants and Series 2013-D Warrants are being issued pursuant to a separate Trust Indenture, dated as of December 1, 2013 (the "Series 2013-C/D Indenture"), between the County and the Trustee;

WHEREAS, pursuant to the Plan of Adjustment and a Warrant Exchange Agreement, dated as of December 1, 2013 (the "Warrant Exchange Agreement (Series 2013-A/B)"), between the County, BayernLB and the Trustee, BayernLB will exchange the Series 2001-B Warrants held by it for the Series 2013-A Warrants and Series 2013-B Warrants. Further, pursuant to the Plan of Adjustment and a Warrant Exchange Agreement, dated as of December 1, 2013 (the "Warrant Exchange Agreement (Series 2013-C/D)"), between the County, JPMorgan and the Trustee, JPMorgan will exchange the Series 2001-B Warrants held by it for the Series 2013-C Warrants and Series 2013-D Warrants;

WHEREAS, pursuant to the Plan of Adjustment, upon the occurrence of the exchange of the Series 2001-B Warrants for the Series 2013 Warrants, all of the Series 2001-B Warrants will be cancelled by the Trustee, shall be deemed "Fully Paid" under the terms of the Original Indenture, and will no longer constitute an indebtedness of the County. The Original Indenture will be superseded and replaced in its entirety by the Series 2013-A/B Indenture and the Series 2013-C/D Indenture. The Standby Purchase Agreement will be terminated upon the occurrence of the exchange;

WHEREAS, the Plan of Adjustment provides that certain amounts will be paid on the effective date of the Confirmed Plan of Adjustment to JPMorgan and BayernLB, which amounts will be finally determined and confirmed in the Confirmation Order (the "Effective Date Payments");

WHEREAS, the Series 2013 Warrants will be general obligations of the County for which the full faith and credit of the County will be pledged; the County hereby acknowledges the Series 2013 Warrants as valid and binding debts of the County;

WHEREAS, an official statement (the "Official Statement") has been prepared with respect to the Series 2013 Warrants and will be distributed to BayernLB and JPMorgan and filed with the Municipal Securities Rulemaking Board (the "MSRB");

WHEREAS, the County will enter into (i) a continuing disclosure agreement (the "Continuing Disclosure Agreement (Series 2013-A/B)") with respect to the Series 2013-A Warrants and Series 2013-B Warrants and (ii) a continuing disclosure agreement (the "Continuing Disclosure Agreement (Series 2013-C/D)") with respect to the Series 2013-C Warrants and Series 2013-D Warrants, pursuant to Rule 15c2-12 adopted by the Securities and Exchange Commission under which the County will covenant for the benefit of the holders of the Series 2013 Warrants to periodically provide certain financial information and operating data relating to the County and notices of the occurrence of certain events;

WHEREAS, copies of the proposed forms of Series 2013-AB Indenture, Series 2013-C/D Indenture, Official Statement, Continuing Disclosure Agreement (Series 2013-AB), Continuing Disclosure Agreement (Series 2013-C/D), Warrant Exchange Agreement (Series 2013-AB) and Warrant Exchange Agreement (Series 2013-C/D) (herein collectively referred to as the "Financing Documents") have been

presented to, considered and approved by the Commission; and

WHEREAS, the Commission has found and determined that each of the Financing Documents is necessary or desirable to issue the Series 2013 Warrants and to secure and provide for the payment thereof and the County wishes to approve the plan of finance (the "Plan of Finance") described in the recitals to this resolution.

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

1. The Commission does hereby approve, authorize, direct, ratify and confirm (a) the issuance of the Series 2013 Warrants, (b) the execution and delivery of the Financing Documents on behalf of the County, (c) the distribution of the Official Statement to BayernLB and JPMorgan and the filing thereof with the MSRB, and (d) the consummation of all other transactions contemplated by the Plan of Finance.
2. The President of the Commission is hereby authorized and directed to execute the Series 2013 Warrants, in the name and on behalf of the County, by manually signing each of the Series 2013 Warrants to be delivered initially. The Minute Clerk of the Commission is hereby authorized and directed to cause the official seal of the County to be affixed to each of the Series 2013 Warrants and to attest the same by manually signing each of the Series 2013 Warrants. The Treasurer of the County is hereby authorized and directed to execute the Registration Certificate on each of the Series 2013 Warrants by manual signature. The President of the Commission is hereby directed to deliver the Series 2013 Warrants to the Trustee and to direct the Trustee to authenticate all the Series 2013 Warrants and to deliver (i) the Series 2013-A Warrants and Series 2013-B Warrants to BayernLB in exchange for the Series 2001-B Warrants held by BayernLB and (ii) the Series 2013-C Warrants and Series 2013-D Warrants to JPMorgan in exchange for the Series 2001-B Warrants held by JPMorgan.
3. The President of the Commission, the County Manager, the Chief Financial Officer of the County, the Treasurer of the County, the County Attorney and any other officers of the County are each hereby authorized and directed to execute and deliver the Financing Documents to which he or she is a designated signatory and to which the County will be a party, in substantially the form presented to the Commission at this meeting with such changes or additions thereto or deletions therefrom as he or she shall approve, which approval shall be conclusively evidenced by his or her execution of such instruments. The Minute Clerk of the Commission is hereby authorized and directed to affix the official seal of the County to such instruments and to attest the same.
4. The President of the Commission, all other members of the Commission, the County Manager, the Chief Financial Officer of the County, the Treasurer of the County, the County Attorney and any other officers of the County are hereby authorized and directed to do and perform or cause to be done and performed in the name and on behalf of the County such other acts, to pay or cause to be paid on behalf of the County such related costs and expenses, and to execute and deliver or cause to be executed and delivered in the name and on behalf of the County such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, further assurances, or other instruments or communications, under the corporate seal of the County, or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to (i) complete the Plan of Finance, (ii) carry into effect the intent of the provisions of this resolution, (iii) demonstrate the validity of the Series 2013 Warrants, the absence of any pending or threatened litigation with respect to the Series 2013 Warrants and the Plan of Finance, the exemption of interest on the Series 2013 Warrants from State of Alabama income taxation and the exemption of the interest on the Series 2013-A Warrants and Series 2013-C Warrants from federal income taxation and (iv) carry out all requirements or conditions set forth in the Confirmation Order and the Confirmed Plan of Adjustment applicable to the County with respect to the resolution of the claims involving the Series 2001-B Warrants, including, without limitation, the payment of the Effective Date Payments.
5. Each act of the President of the Commission, any other member of the Commission, the County Manager, the Chief Financial Officer of the County, the Treasurer of the County, the County Attorney or any other officer of the County or any person or persons designated and authorized to act by the Commission or any officer of the County, which act would have been authorized by the foregoing provisions of this resolution except that such action was taken prior to the adoption of this resolution is hereby ratified, confirmed, approved and adopted.
6. The provisions of this resolution pertaining to the Series 2013 Warrants shall constitute a contract between the County and each owner of such warrants.
7. The various provisions of this resolution are hereby declared to be severable. In the event any provision of this resolution shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this resolution.
8. This resolution shall take effect upon its passage and adoption by the Commission; provided however the issuance of the Series 2013 Warrants and the execution and delivery of the Financing Documents shall not occur unless and until the Plan of Adjustment has been confirmed by the Bankruptcy Court.

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

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION AUTHORIZING THE  
EXECUTION OF A SECOND SUPPLEMENTAL SCHOOL WARRANT INDENTURE

WHEREAS, on November 9, 2011, Jefferson County, Alabama (the "County") filed a petition for relief under Chapter 9 of Title 11 of the United States Code, thereby commencing Bankruptcy Case No. 11-05736-TBB9 before the United States Bankruptcy Court for the Northern District of Alabama, Southern Division (the "Bankruptcy Court"). The County has requested the Bankruptcy Court to confirm the County's plan of adjustment (the "Confirmed Plan of Adjustment"), a material component of which is the modification of the County's Limited Obligation School Warrants, Series 2005-B (the "Series 2005-B Warrants");

WHEREAS, the County and SouthTrust Bank, as indenture trustee, entered into a Trust Indenture dated as of December 1, 2004 (the "Original Indenture"), as amended by a First Supplemental Indenture between the County and Wachovia Bank, National Association, as successor indenture trustee, dated as of January 1, 2005 (the "First Supplemental Indenture," and together with the Original Indenture, the "Indenture"), pursuant to which the County issued its Series 2005-B Warrants, Limited Obligation School Warrants, Series 2004 (the "Series 2004 Warrants") and Limited Obligation School Warrants, Series 2005-A (the "Series 2005-A Warrants," and together with the Series 2004 Warrants and the Series 2005-B Warrants, the "School Warrants"). U.S. Bank, National Association (the "Trustee") succeeded Wachovia Bank as indenture trustee under the Indenture;

WHEREAS, the School Warrants are limited obligations of the County payable solely from, and secured by a pledge and assignment of, the gross proceeds of an excise tax and a privilege and license tax (herein called the "Education Tax") levied by the County and amounts held in designated funds created under the Indenture;

WHEREAS, the County and Wachovia Bank, as successor indenture trustee, entered into a Standby Warrant Purchase Agreement, dated as of January 1, 2005 (herein called the "Standby Purchase Agreement"), with Depfa Bank PLC (herein called "Depfa"), acting through its New York Branch. In the Standby Purchase Agreement, Depfa agreed to purchase any Series 2005-B Warrants not remarketed after having been tendered for purchase pursuant to the mandatory or optional tender provisions of the Indenture. As a result of the operation of the Standby Purchase Agreement, Depfa currently holds the entire outstanding aggregate principal amount of the Series 2005-B Warrants;

WHEREAS, the Confirmed Plan of Adjustment is expected to provide that the Indenture shall be amended to reflect the terms of the Confirmed Plan of Adjustment applicable to the Series 2005-B Warrants; and

WHEREAS, in order to memorialize the amendments to the Indenture anticipated by the Confirmed Plan of Adjustment, which amendments shall be effective as of the effective date of the Confirmed Plan of Adjustment, the County and the Trustee will enter into a supplement to the Indenture (the "Second Supplemental Indenture") dated as of such effective date;

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

1. The Commission does hereby approve, authorize, direct, ratify and confirm the execution and delivery of the Second Supplemental Indenture on behalf of the County.
2. The President of the Commission is hereby authorized and directed to execute and deliver the Second Supplemental Indenture in substantially the form presented to the Commission at this meeting with such changes or additions thereto or deletions therefrom as he shall approve, which approval shall be conclusively evidenced by his execution of such instrument.
3. This resolution shall take effect upon its passage and adoption by the Commission; provided however the execution and delivery of the Second Supplemental Indenture shall not occur unless and until the Confirmed Plan of Adjustment has been confirmed by the Bankruptcy Court.

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

---

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, November 26, 2013.

---

President

ATTEST



