

STATE OF ALABAMA)

JEFFERSON COUNTY) September 12, 2013

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

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the Minutes of August 29, 2013, be approved. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

The Commission met in Work Session on September 10, 2013, and approved the following items to be placed on the September 12, 2013, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 6 and Addendum Item 5.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 16.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 14.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 4 and Addendum Item 4.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 20 and Addendum Items 2 & 3.

A representative from the Lowetown community asked the Commission for help with a water leak in the park suspected to be caused by Roads & Transportation equipment and to assist seniors in the area.

Ann August with the Birmingham Jefferson County Transit Authority gave a presentation regarding para-transit/transportation services in the County.

Sep-12-2013-666

WHEREAS, more than 12,000 children under the age of fifteen are diagnosed with cancer in the United States each year; and
WHEREAS, in 2012 at Children's of Alabama, 130 children were newly diagnosed with cancer, and 300 patients were under active treatment; and

WHEREAS, the cure rate for young cancer patients has risen to 80 percent, but serious challenges still remain; and

WHEREAS, several important chemotherapy drugs were developed in Jefferson County at the University of Alabama at Birmingham (UAB) and Southern Research Institute; and

WHEREAS, hundreds of children and young persons from Alabama and across the country travel to Jefferson County with their families each year to receive life-saving cancer treatment at our world-class healthcare facilities; and

WHEREAS, one of the nation's twenty-one National Cancer Institute-approved childhood cancer programs, currently known as the Alabama Center for Childhood Cancer and Blood Disorders, is a collaboration between Children's of Alabama and the UAB Division of Pediatric Hematology and Oncology; and

WHEREAS, pediatric cancer research has made amazing strides, but new challenges remain that must be met in order to continue improving the quality of life of young cancer patients and ultimately curing childhood cancer; and

WHEREAS, numerous support groups have been formed in Alabama to provide aid and comfort to families confronted with childhood cancer, including a Team Ministries founded by Jefferson County residents, Jan and Andy Thrower, following the diagnosis of their then sixteen month old son, Anderson; and

WHEREAS, Anderson, now age 6, is currently in remission, completing his three and a half-year regiment of cancer treatment in March 2012; and

WHEREAS, the Jefferson County Commission would like to publically recognize the persistence and dedication of health care professionals, researchers, private philanthropies, public entities, support organizations, parents, families, caregivers, educators, and parent

advocacy groups who work together to provide hope and help to children and families challenged by childhood cancer.

NOW THEREFORE BE IT RESOLVED that the Jefferson County Commission in Birmingham, Alabama does hereby recognize September 2013, as Childhood Cancer Awareness Month.

ADOPTED by the Jefferson County Commission in Birmingham, Alabama, a copy of this resolution is spread upon the minutes of the Jefferson County Commission on this date the 12th day of September, 2013.

(no Commission vote on this resolution)

A Public Hearing was held to receive comments on the liquor application submitted by La Perla Nayarita, LLC, applicant; Jose Limon, Member/Store Manager; d/b/a La Perla Nayarita. There being no comments, the Commission took the following action.

Sep-12-2013-667

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by La Perla Nayarita, LLC, applicant; Jose Limon, Member/Store Manager; d/b/a La Perla Nayarita located at 5712 Chalkville Road, Birmingham, AL 35215 for a (020) Restaurant Retail Liquor (on-premise) license, be and hereby is approved.

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

Sep-12-2013-668

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Tierta Bouyer is hereby denied.

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

Sep-12-2013-669

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of State Farm Insurance on behalf of their insured Curtis McCombs is hereby denied.

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

Sep-12-2013-670

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of HHPR Corporation in the amount of Two Hundred Eighty Seven and 50/100 (\$287.50) 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 HHPR Corporation in the amount of \$287.50 and forward it to the County Attorney for disbursement.

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

Sep-12-2013-671

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of the City of Graysville in the amount of One Thousand Six Hundred Seventy One and 77/100 (\$1,671.77) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to the City of Graysville in the amount of \$1,671.77 and forward it to the County Attorney for disbursement.

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

Sep-12-2013-672

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Michael J. Campbell in the amount of Six Thousand Seven Hundred Eighty Four and 40/100 (\$6,784.40) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Michael J. Campbell in the amount of \$6,784.40 and forward it to the County Attorney for disbursement.

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

Sep-12-2013-673

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the OCIP workers' compensation claim of Darrell Parker in the amount of Ninety Three Thousand Two Hundred Twenty and 00/100 (\$93,220.00) Dollars.

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

Sep-12-2013-674

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Ashley Elsbeny and Cheryl Elsberry in the amount of Three Thousand Three Hundred Eighty Four and 72/100 (\$3,384.72) 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 Ashley Elsberry and Cheryl Elsberry in the amount of \$3,384.72 and forward it to the County Attorney for disbursement.

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

Sep-12-2013-675

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Joyce Foster in the amount of Three Thousand Eight Hundred Twenty and 22/100 (\$3,820.22) 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 Joyce Foster in the amount of \$3,820.22 and forward it to the County Attorney for disbursement.

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

Sep-12-2013-676

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Joseph Williams in the amount of Four Thousand Three Hundred Twenty Eight and 50/100 (\$4,328.50) 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 Joseph Williams in the amount of \$4,328.50 and forward it to the County Attorney for disbursement.

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

Sep-12-2013-677

WHEREAS, the Jefferson County Commission wishes to comply with the U. S. Department of Health and Human Services (HHS) final omnibus Health Insurance Portability and Accountability Act (HIPAA) rule ("Final Rule") published January 17, 2013; and

WHEREAS, the "Final Rule" implements modifications to the disclosure, sale and marketing of protected health information (PHI) and the use of PHI for fund raising.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County's Notice of Privacy Practices is hereby revised in compliance with the "Final Rule".

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

Sep-12-2013-678

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Flexible Benefit Plan Contract Amendment to reflect the provisions of the Patient Protection and Affordable Care Act of 2010, the Health Care and Education Reconciliation Act of 2010, reducing the Flexible Spending Account Maximum (effective for the first Plan Year beginning 2013) from \$5,000 to \$2,500. The maximum limitation on reimbursements from the Health Flexible Spending Account is reduced to \$2,500 for any Plan Year. The remaining provisions of the Flexible Benefit Plan shall remain unchanged.

HEALTH FLEXIBLE SPENDING ACCOUNT
HEALTH CARE REFORM
AMENDMENT TO THE
JEFFERSON COUNTY COMMISSION
SALARY ENHANCEMENT PLAN (THE "PLAN")

The following Amendment is made to reflect the provisions of the Patient Protection and Affordable Health Care Act of 2010, the Health Care and Education Reconciliation Act of 2010, and all regulations and agency guidance issued thereunder.

The Plan is hereby amended as follows:

1. Flexible Spending Account Maximum (effective for the first Plan Year beginning in 2013). Notwithstanding any provision of the Plan to the contrary, the maximum limitation on reimbursements from the Health Flexible Spending Account is reduced to \$2,500 for any Plan year.

2. The remaining provisions of the Plan shall remain unchanged.

IN WITNESS WHEREOF, an authorized representative of the Plan's sponsor has caused this Amendment to be executed as of the date set forth above.

W. D. Carrington, President

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

Sep-12-2013-679

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

- a. AdTrav Travel Management - to provide travel services for FY2013/2014 in the amount of \$85,000
- b. Technical Innovation - to provide audio/visual maintenance for test administration facility for FY2013/2014 in the amount of \$36,100

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
9/12/2013

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR REVENUE AND SEWER BILLING	GEN SVCS: ADMIN	74.03	1900072208
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER/MEDICAL EXAM COMMISSION MEETING LUNCH	CORONER/MED EXAMINER	192.80	1900072400
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER MEDICAL EXAM COMMISSION MEETING	CORONER/MED EXAMINER	23.00	1900072404
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER POSTAGE	CORONER/MED EXAMINER	18.40	1900072401
*DISTRICT 2					308.23	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	2-BACK PACK HERBICIDE SPRAYERS	R&T: HIWAY MAINT-KETONA	209.90	1900072337
DISTRICT 2	1000193	JEFFERSON CO TREASURER	KEYS, REMOTES, SMALL TOOLS, & SUPPLIES	R&T: HIGHWAY MAINT-BESS	124.60	1900072399
DISTRICT 2	1000193	JEFFERSON CO TREASURER	OFFICE SUPPLIES - CAMP KETONA	R&T: HIWAY MAINT-KETONA	111.97	1900072462
DISTRICT 2	1000193	JEFFERSON CO TREASURER	NUTS & BOLTS - CAMP KETONA	R&T: HIWAY MAINT-KETONA	78.38	1900072232
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SUPPLIES ANT AERSOL TO USE IN COUNTY CAR 4.00	R&T: RIGHT OF WAY	4.00	1900072329
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REIMBURSE FOR I-PHONE CHARGER FOR ROW CO. CAR KW	R&T: RIGHT OF WAY	14.96	1900072364
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PRINTERS & WING NUTS - CAMP KETONA	R&T: HIWAY MAINT-KETONA	253.26	1900072518
DISTRICT 2	1000193	JEFFERSON CO TREASURER	LOCKS & HASPS - CAMP KETONA	R&T: HIWAY MAINT-KETONA	112.73	1900072607
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REFUND FOR TRAVEL KEITH STROTHER	ECON DEV WKFORCE INVEST	4.43	1900072612
*DISTRICT 2					914.23	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB POSTAGE - CENTER POINT - 9.20	REVENUE	9.20	1900072187
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. POSTAGE - BHAM TITLE REMITS- 78.05	REVENUE	78.05	1900072189
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SUPPLIES FOR TECH GARAGE	SHER CORRECT-BHAM	73.53	1900072547
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SMALL OFFICE EQUIPMENT. GAS	SHERIFF ENFORCE-BHAM	188.70	1900072550
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-EXAMINERS JULY 13	REVENUE	252.73	1900072267
DISTRICT 3	1000193	JEFFERSON CO TREASURER	MAINTENANCE TOOLS FOR JAIL	SHER CORRECT-BHAM	89.64	1900072596
DISTRICT 3	1027682	JANE MARDIS	MARDIS MILEAGE	BD OF EQUAL - BHAM STATE	175.37	1900072553
*DISTRICT 3					867.22	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	OFFICE SUPPLIES	LAND DEVELOPMENT	39.99	1900072379
DISTRICT 4	1000600	FAMILY COURT OF BHAM	UNREIMBURSED BANK SERVICE CHARGES	FC CLERKS OFFICE	621.53	1900072341
DISTRICT 4	1000600	FAMILY COURT OF BHAM	CHECKS - REG SUPPORT ACCT	FC CLERKS OFFICE	155.39	1900072342
DISTRICT 4	1029633	SHERRILL D HARDEE	SR REIMBURSEMENT - SHERRILL D HARDEE	EMA	4,000.00	1900072610
DISTRICT 4	1030082	HENRY & CARRISA ALLEN	SR REIMBURSEMENT - HENRY & CARRISA ALLEN	EMA	4,000.00	1900072611
DISTRICT 4	1030274	WILLIS P BEVERLY JR	SR REIMBURSEMENT - WILLIS P BROWN JR	EMA	3,562.50	1900072609
*DISTRICT 4					12,379.41	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	JACK HAMMER REPAIRS, OIL FILTERS, OIL FILTER WRENC	ES: VILLAGE LINE MAIN	424.76	1900072100
DISTRICT 5	1000193	JEFFERSON CO TREASURER	UNDERDESK KEYBOARD DRAWER.	ES: ADMIN LINE MAINT	23.79	1900072102
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE FOR DOCUMENTS SENT TO EPA	ES: SANITATION ADMIN	16.38	1900072104
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWER ALARM AT LEEDS	ES: LEEDS WWTP	8.10	1900072106
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SEALS;ROLLER BEARINGS;	ES: FIVE MILE MAINT SHOP	477.79	1900072227
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TAPERED ROLLER BEARINGS;	ES: FIVE MILE MAINT SHOP	314.39	1900072228
DISTRICT 5	1000193	JEFFERSON CO TREASURER	OIL FILTER, PLIERS AND SCREW DRIVERS	ES: TURKEY CREEK WWTP	65.38	1900072229
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MOTOR BOARD ASSEMBLY;	ES: VILLAGE ELEC SHOP	268.54	1900072230
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SPLASH CURTAIN;WATER PUMP;	ES: VILLAGE ELEC SHOP	281.51	1900072231
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WIRING ACCESSORIES, REPLACE HOSE REEL ASSY	ES: TV INSPECT& GROUTING	349.09	1900072112
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LSDA ENTRY LEVERS FOR DOORS AT PRUDES CREEK WWTP;	ES: FIVE MILE CREEK WWTP	180.00	1900072594
DISTRICT 5	1000193	JEFFERSON CO TREASURER	IMPELLER REPAIR	ES: TRUSSVILLE WWTP	150.00	1900072249
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SOLDERING SOLVENTS;	ES: VILLAGE ELEC SHOP	219.76	1900072382
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CAMERA FOR GATE, DRILL BITS & TAPS	ES: VILLAGE LINE MAINT	355.12	1900072395
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FANS	ES: SURVEY ENG & CONSTR	107.64	1900072398
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HARDWARE TO BUILD UV COVERS	ES: CAHABA RIVER WWTP	41.84	1900072463
DISTRICT 5	1000193	JEFFERSON CO TREASURER	1400 WATT WORK LIGHTS	ES: CAHABA RIVER WWTP	78.97	1900072468
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CERTIFICATION RENEWAL	ES: LEEDS WWTP	60.00	1900072470
DISTRICT 5	1000193	JEFFERSON CO TREASURER	JUGS FOR SAMPLE COLLECTION	ES: LEEDS WWTP	97.20	1900072556
DISTRICT 5	1000193	JEFFERSON CO TREASURER	UPS POSTAGE;GLUE TRAPS;BATTERY;TEST CLIPS;	ES: INSTRUMENT SHOP	277.61	1900072554
DISTRICT 5	1000193	JEFFERSON CO TREASURER	UTILITY KNIFE, CABLE TIES, AND WRENCHES	ES: TURKEY CREEK WWTP	37.81	1900072377
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SAMPLE BOTTLES FOR LAB AND TWO SIDED TAPE	ES: LEEDS WWTP	158.91	1900072252
DISTRICT 5	1000193	JEFFERSON CO TREASURER	APC & UPS BATTERIES; PD.INVOICE FOR LAB SUPPLIES,	ES: FIVE MILE CREEK WWTP	186.92	1900072558
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MILEAGE - MONTGOMERY (TELLABS V. JEFFCO)	COUNTY ATTORNEY	75.33	1900072490
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EPOXY;SAM'S CARD;BEARINGS;WATER;	ES: FIVE MILE MAINTSHOP	116.78	1900072345
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RESPIRATOR, FILTERS	ES: VILLAGE CREEK WWTP	450.14	1900072369
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FILTERS, FITTINGS, SNAP RINGS, TUBING	ES: VILLAGE CREEK WWTP	434.31	1900072368
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWER ALARM AT LEEDS	ES: LEEDS WWTP	8.10	1900072350
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MOUNTS AND DRILL BIT TO INSTALL CAMERA	ES: LEEDS WWTP	19.33	1900072354
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ICEMAKER FILTER,PLYWOOD,7/8 ALL THREAD,ADD ON FLOA	ES: PACKAGE WWTP & PUMP	238.70	1900072461
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BULB FOR MOTOR POOL VEHICLE	ES: CAHABA RIVER WWTP	2.34	1900072464
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWER ALARM AT LEEDS	ES: LEEDS WWTP	19.85	1900072378
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HAND SANITIZER, SILICONE, SCREWS & PVC	ES: ADMIN LINE MAINT	216.21	1900072408
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CAR CHARGER FOR GARY'S COUNTY CELL PHONE	ES: CAHABA RIVER WWTP	14.96	1900072465
DISTRICT 5	1000193	JEFFERSON CO TREASURER	6 IN 1 SCREWDRIVER	ES: CAHABA RIVER WWTP	9.99	1900072466
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EXHAUST FLUID FOR MAINTENANCE TRUCK	ES: CAHABA RIVER WWTP	17.32	1900072467
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GERM-X FOR VISITORS TO THE PLANT	ES: CAHABA RIVER WWTP	11.86	1900072469
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHEET METAL;ANGLES;ICE MAKER PARTS;	ES: VILLAGE ELEC SHOP	414.47	1900072381
DISTRICT 5	1003707	WOOD & HASTINGS	REFUND OF SEWER IMPACT	ES: SANITATION ADMIN	205.00	1900072324
DISTRICT 5	1024706	VERONICA FERGUSON	ASSESSOR-VERONICAFERGUSON-2013POLICEPILOT	PER BD: ADMIN	168.96	1900072335
DISTRICT 5	1027043	TOWER DEVELOPMENT	REFUND OF SEWER IMPACT	ES: SANITATION ADMIN	205.00	1900072320
DISTRICT 5	1031381	JOHN REGAL	FOOD COST REIMBURSEMENT DUE TO SEWAGE OVERFLOW	ES: SANITATION ADMIN	1,740.66	1900072336
DISTRICT 5	1031381	JOHN REGAL	FOOD COST REIMBURSEMENT DUE TO SEWAGE OVERFLOW	ES: SANITATION ADMIN	1,321.42	1900072552
DISTRICT 5	1031382	CLYDE BUSH, SR.	FOOD COST REIMBURSEMENT DUE TO SEWAGE OVERFLOW	ES: SANITATION ADMIN	891.20	1900072346

DISTRICT 5	1031386	CAROLYN FINDLEY	FOOD COST REIMBURSEMENT DUE TO SEWAGE OVERFLOW	ES: SANITATION ADMIN	350.38	1900072075
DISTRICT 5	1031386	CAROLYN FINDLEY	FOOD COST REIMBURSEMENT DUE TO SEWAGE OVERFLOW	ES: SANITATION ADMIN	613.18	1900072541
*DISTRICT 5					11,727.00	
**					26,196.09	

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

Sep-12-2013-680

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 8/20/13 - 08/26/13

1. ENVIRONMENTAL SERVICE FROM THOMPSON TRACTOR COMPANY, BIRMINGHAM, AL, TO AWARD BID FOR ESD STANDBY GENERATOR PREVENTIVE MAINTENANCE ON AN AS NEEDED BASIS FOR THE PERIOD OF 9/01/13 - 8/31/14. REFERENCE BID # 135-13
2. ENVIRONMENTAL SERVICE: VALLEY CREEK WWTP FROM NATIONAL FILTER MEDIA, WINTHROP, ME, TO AWARD BID FOR A THREE (3) YEAR BLANKET AGREEMENT FOR PRESS FILTER BELTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 9/12/13 - 9/11/16. PRICES ARE TO REMAIN FIRM. SAP PURCHASE ORDER # 2000074526
\$38,544.00 TOTAL REFERENCE BID # 139-13
3. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM WINGFOOT COMMERCIAL TIRE, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR VEHICLE PARTS AND REPAIRS TO BE ORDERED AS NEEDED BY USER DEPARTMENT THROUGH 9/30/13. SAP PURCHASE ORDER # 2000068291 CHANGE ORDER \$ 50,000.00 STATE OF ALABAMA CONTRACT # T106
PURCHASE ORDER \$300,000.00 TOTAL
4. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM ACTION TIRE COMPANY, FOREST PARK, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR TIRE RECAPPING AND REPAIRS TO BE ORDERED AS NEEDED BY USER DEPARTMENT THROUGH 9/30/13. SAP PURCHASE ORDER # 2000068292 CHANGE ORDER \$ 5,000.00 REFERENCE BID # 145-12 PURCHASE ORDER \$45,000.00 TOTAL
5. EMERGENCY MANAGEMENT AGENCY (EMA) FROM SOUTHERN LILAC, HOOVER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PHONES AND RADIO SERVICE (NEW EQUIPMENT) FOR THE PERIOD OF OCTOBER 2012 - SEPTEMBER 2013. SAP PURCHASE ORDER # 2000068810 CHANGE ORDER \$4,700.00
STATE OF ALABAMA CONTRACT # T129 PURCHASE ORDER \$9,699.00 TOTAL
6. COOPER GREEN MERCY HEALTH SERVICES (LABORATORY) FROM THERMO FISHER SCIENTIFIC, WALTHAM, MA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THERMO FISHER ANALYZER LEASE, REAGENTS AND SUPPLIES THROUGH 9/30/13. SAP PURCHASE ORDER # 2000068818 CHANGE ORDER \$4,300.00
REFERENCE BID # 203-10R PURCHASE ORDER \$129,533.36 TOTAL
CLARITY CONTRACT # CON-00001814
7. COOPER GREEN MERCY HEALTH SERVICE FROM BERNEY OFFICE SOLUTIONS, MONTGOMERY, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PRINTER MAINTENANCE AND SUPPORT FOR THE PERIOD OF 10/1/12 - 9/30/13. SAP PURCHASE ORDER # 2000068925 CHANGE ORDER \$25,000.00
REFERENCE BID # 173-12 PURCHASE ORDER \$85,000.00 TOTAL
8. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM MONTAGE ENTERPRISES, BLAIRSTOWN, NJ, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR VEHICLE PARTS AND REPAIRS TO BE ORDERED AS NEEDED BY USER DEPARTMENT THROUGH 9/30/13. SAP PURCHASE ORDER # 2000069027 CHANGE ORDER \$1,000.00 PURCHASE ORDER \$5,900.00 TOTAL
9. COOPER GREEN MERCY HEALTH SERVICES: ADMINISTRATION FROM SHRED IT, BESSEMER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY OUTSTANDING INVOICES.
SAP PURCHASE ORDER # 2000070026 CHANGE ORDER \$10,000.00 REFERENCE BID # 162-11
PURCHASE ORDER \$17,800.00 TOTAL
10. COUNTY ATTORNEY DEPARTMENT FROM WEST GROUP, CAROL STREAM, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ON-LINE LEGAL RESEARCH - WESTLAW FOR THE PERIOD OF 10/01/12 - 9/30/13.
SAP PURCHASE ORDER # 2000070548 CHANGE ORDER \$ 3,000.00
CLARITY CONTRACT # CON-00003826 PURCHASE ORDER \$19,836.00 TOTAL

11. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM ADAMSON FORD, DECATUR, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR VEHICLE PARTS AND REPAIRS TO BE ORDERED AS NEEDED BY USER DEPARTMENT THROUGH 9/30/13. SAP PURCHASE ORDER # 2000072899
CHANGE ORDER \$ 7,000.00 PURCHASE ORDER \$30,000.00 TOTAL
12. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM SOUTHLAND INTERNATIONAL, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR VEHICLE PARTS AND REPAIRS TO BE ORDERED AS NEEDED BY USER DEPARTMENT THROUGH 9/30/13. SAP PURCHASE ORDER # 2000072926
CHANGE ORDER \$ 2,000.00 PURCHASE ORDER \$12,000.00 TOTAL
For Week of 8/27/13 - 09/02/13
1. JEFFERSON COUNTY SHERIFF'S DEPARTMENT AND PACA MEMBERS FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, TO AWARD CONTRACT FOR LAW ENFORCEMENT UNIFORMS AS NEEDED FOR THE PERIOD OF 9/12/13 - 9/11/14. REFERENCE BID # 96-13R
2. HUMAN RESOURCES DEPARTMENT FROM BLUE CROSS AND BLUE SHIELD OF ALABAMA, BIRMINGHAM, AL, TO AWARD BID FOR PHARMACY BENEFITS MANAGEMENT FOR ACTIVE AND RETIRED EMPLOYEES AN THEIR DEPENDENTS. REFERENCE BID # 104-13 APPROXIMATION \$176,868.00 TOTAL
3. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM GENUINE PARTS COMPANY/ NAPA, BIRMINGHAM, AL, TO AWARD CONTRACT FROM 10/01/13 - 9/30/16 TO PROVIDE AUTOMOTIVE AND TRUCK FLEET REPAIR PARTS TO BE ORDERED AS NEEDED BY USER DEPARTMENT. PRICES ARE TO REMAIN FIRM FOR FULL THREE (3) YEAR PERIOD. REFERENCE BID # 115-13
4. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM MANTEK A DIVISION OF NCH CORPORATION, DALLAS, TX, TO AWARD CONTRACT FOR PARTS WASHING EQUIPMENT RENTAL FOR THE PERIOD OF 10/01/13 - 9/30/16. REFERENCE BID # 133-13
5. ENVIRONMENTAL SERVICES (SHADES WWTP) FROM PORT CITY PIPE, CALERA, AL, TO AWARD CONTRACT FOR MANHOLE RISER RINGS FOR THE PERIOD OF 10/01/13 - 9/30/16 TO BE ORDERED AS NEEDED BY USER DEPARTMENT.
REFERENCE BID # 141-13
6. JEFFERSON COUNTY SHERIFF'S DEPARTMENT: BIRMINGHAM DIVISION & PACA MEMBERS FROM ROBINSON TEXTILES, GARDENA, CA, TO RENEW CONTRACT FOR INMATE CLOTHING ON AS NEEDED BASIS FOR THE PERIOD OF 8/31/13 - 8/30/14. THE LAST RENEWAL IS SCHEDULED FOR REBID IN FY15. REFERENCE BID # 144-11
7. ENVIRONMENTAL SERVICES: VALLEY CREEK WWTP FROM JIM HOUSE & ASSOCIATES, IRONDALE, AL, TO PURCHASE FLYGT PUMP NP327-422. SAP PURCHASE ORDER # 2000074077 \$8,714.00 TOTAL
8. YOUTH DETENTION CENTER FROM WOOD FRUITTICHER, BIRMINGHAM, AL, TO PAY FOR FOOD DELIVERED ON 8/07/2013. SAP PURCHASE ORDER # 2000074180 \$5,001.64 TOTAL
9. ENVIRONMENTAL SERVICES: ADMINISTRATION FROM EADEM/PERMITS & SERVICES DIVISION, MONTGOMERY, AL, FOR RENEWAL APPLICATION FEE FOR NPDES PERMIT FOR FIVE MILE CREEK.
SAP PURCHASE ORDER # 2000074284 \$6,730.00 TOTAL
10. INFORMATION TECHNOLOGY FROM TIGER DIRECT, MIAMI, FL, TO PURCHASE PROJECTORS AND ACCESSORIES.
SAP PURCHASE ORDER # 2000074567 \$10,576.26 TOTAL
11. ENVIRONMENTAL SERVICES: ADMINISTRATION FROM SERVPRO OF BIRMINGHAM, PELHAM, AL, FOR EMERGENCY CLEANUP SERVICES AT VARIOUS LOCATIONS THROUGHOUT JEFFERSON COUNTY (INVOICE NUMBERS: 3764452, 3701181, 3764501, 3764502, 3764546, 3764570 AND 3764549). SAP PURCHASE ORDER # 2000074663 \$24,727.96 TOTAL
12. COOPER GREEN MERCY HEALTH SERVICES FROM DARWIN SELECT INSURANCE COMPANY, FARMINGTON, CT, TO PAY FOR INSURANCE CLAIM FOR JANAY WRIGHT. SAP PURCHASE ORDER # 2000074687 \$11,158.45 TOTAL
13. ENVIRONMENTAL SERVICES: TV INSPECTION DEPARTMENT FROM INGRAM EQUIPMENT COMPANY LLC, PELHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FREIGHT CHARGES.
SAP PURCHASE ORDER # 2000073565 CHANGE ORDER \$ 70.96 PURCHASE ORDER \$7,588.44 TOTAL
- ADDENDUM # 1
For Week of 08/27/13 - 09/02/13
1. GENERAL SERVICES DEPARTMENT FROM H & M MECHANICAL INCORPORATED, BIRMINGHAM, AL, TO PURCHASE LEAK REPAIR AND VALVE INSTALLATION SERVICES AS NEEDED FOR EMERGENCY PURCHASES AS AUTHORIZED

BY COUNTY MANAGER. SAP PURCHASE ORDER # 2000074740 \$25,000.00 TOTAL

2. GENERAL SERVICES DEPARTMENT FROM PINNACLE NETWORKX, WETUMPKA, AL, TO AWARD THE PURCHASE OF MONITOR UPGRADES INSTALLATION SERVICES FOR THE SECURITY ROOM MAIN COURTHOUSE.

SHOPPING CART # 1000202130 \$37,000.00 TOTAL REFERENCE BID # 154-13

3. GENERAL SERVICES DEPARTMENT FROM PINNACLE NETWORKX, WETUMPKA, AL, TO AWARD THE PURCHASE OF VIDEO INSTALLATION SERVICES FOR THE CENTER POINT MULTI-SERVICE FACILITY.

SHOPPING CART # 1000202132 \$34,000.00 TOTAL REFERENCE BID # 153-13

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

Sep-12-2013-681

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

For Week of 08/27/13 - 09/02/13

1. EXCEPTION FOR INFORMATION TECHNOLOGY FROM MOTOROLA, ATLANTA, GA, TO PAY INVOICE FOR INFRASTRUCTURE INSTALLATION. REFERENCE SHOPPING CART # 1000201294 REFERENCE INVOICE # 17029104
STATE OF ALABAMA CONTRACT # T-300 \$5,462.00 TOTAL

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

Sep-12-2013-682

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week of 8/20/13 - 08/26/13 and 8/27/13 - 9/2/13, be and hereby is approved.

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

Sep-12-2013-683

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following intergovernmental agreement between Jefferson County, Alabama and Pell City School System as a participant in the Jefferson County Regional Purchasing Cooperative.

INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE JEFFERSON COUNTY REGIONAL PURCHASING COOPERATIVE

This Agreement made this 24th day of July, 2013, between the County of Jefferson, Alabama, and such other public bodies located within Jefferson County and adjoining counties, of Alabama as choose to be governed by the provisions of the Jefferson County Regional Purchasing Cooperative as hereinafter set forth.

WITNESSETH:

In consideration of the premises and the mutual covenants and agreements stipulated herein, and pursuant to the authority granted by the State of Alabama Interlocal Cooperation Act of 1969 and under the General Provisions of the public contracts law of the State of Alabama (Code of Alabama, § 41-1621.1 and 41-16-50), the parties hereto do hereby agree as follows:

SECTION I

The parties hereto do hereby create, as a voluntary association, the Jefferson County Regional Purchasing Cooperative, hereinafter referred to as "the Cooperative," for the purpose of coordinating cooperative joint purchases for the mutual economic advantage of its members. The Cooperative shall consist of a representative from each public entity participating in this Agreement. Said Cooperative shall be free to adopt

such rules for organization and procedure as it may deem suitable for the conduct of its business.

SECTION 2

The representative of each participating jurisdiction will have membership on the Advisory Board of the Cooperative, with one vote being allocated to each participant. Each participating unit of government shall determine the manner of selecting its representative; however, it is recognized that personnel with responsibilities associated with the purchasing process are more ideally suited as representatives.

SECTION 3

The parties to this Agreement will identify by way of their membership on said Advisory Board those items and classes of items for which joint purchase may be advantageous for the period commencing with the execution of this Agreement and continuing until terminated, as hereinafter provided.

SECTION 4

The specifications for items to be purchased will be prepared by the Purchasing Department of the Jefferson County Commission (hereinafter referred to as "the County") for use by all members of the Cooperative. Where feasible, the County shall seek input from the other participants to insure that said specifications meet the broadest range of needs. Each participating government shall identify the items to be jointly purchased and indicate therein the quantities, or range of quantity desired, the location for delivery and other requirements, to permit the preparation and filing of plans and specifications as provided by law. In all cases where appropriate, the Cooperative shall seek to use standard specifications such as those used by the state of Alabama, the National Institute of Governmental Purchasing, the American Society of Testing and Materials, and other appropriate standards not cited herein.

SECTION 5

The County shall act as the lead jurisdiction for the Cooperative and will assume the responsibility for coordinating and advertising for bids on behalf of the other members of the Cooperative participating in a particular joint purchase. As such, the County shall be designated to receive and open the bids on behalf of the other participating governments at the time and in the manner provided by law.

SECTION 6

The County will receive responses to all bids. Not later than fifteen (15) days following the receipt of bids, the County will submit to all participating members a complete tabulation of all bids received and a recommendation as to the lowest responsible bidder.

If the County determines that the lowest bidder is not responsible and accordingly certifies that some other bidder has the lowest responsible bid, it will include an explanation and report on its findings along with the tabulation and recommendation.

SECTION 7

Contracts of purchase will be awarded to the lowest responsible bidder as recommended by the County in consultation with its fellow members, except as provided for herein. Each party to this Agreement shall prepare separate and individual contracts and requisitions when providing for procurement of items coordinated through and in accordance with any recommendation by the County.

SECTION 8

Each individual member may reserve the right to disregard the recommendation of the County as to the lowest responsible bid in favor of applying its existing residence privilege pursuant to the public contract law of the State of Alabama (Code of Alabama 541-16-50). In that event, each member jurisdiction may reserve the right to utilize specifications and bids prepared through the Cooperative and to award contracts of purchase, individually and on its own behalf; provided, however, that invitations for such individual bids are not advertised, nor are awarded within sixty (60) days of the period in which the County is soliciting and awarding bids for the same products and/or services, except in cases of emergency or extreme hardship pursuant to the public contract law of the State of Alabama (Code of Alabama §41-16-53).

SECTION 9

The County will not assume any financial or contractual obligation for any commodities, materials, and/or services for which the County coordinates the bidding on behalf of the Cooperative. Each participating government assumes sole and complete responsibility for its own procurement, delivery, storage, and payment, and will not impose or accept any additional obligations on either the County or any other member of the Cooperative relating to those responsibilities, either by way of this Agreement or by stipulating to its provisions.

SECTION 10

Any dispute arising between any of the parties hereto and a successful bidder not relating to either the validity of the award or contract of purchase or contract of service, or the rejection of any bid or bids will be settled by and at the cost of that party involved in the dispute and without obligation or responsibility on the part of the County, the Cooperative, or the other member jurisdictions.

SECTION 11

In the interest of the success of the Cooperative, those parties stipulating to this Agreement will be required to remain as members of the Cooperative for a period of not less than one (1) year from the date of inception.

SECTION 12

Any jurisdiction that wishes to terminate its membership in the Cooperative may do so by indicating the same in writing to the Purchasing Manager for the Jefferson County Commission. Members will agree to exercise this option only at the end of each fiscal year of the

Cooperative. Likewise, membership in the Cooperative will be terminated automatically upon legal dissolution any participating entity. However, under no circumstances will any exiting or dissolved jurisdiction be entitled to reimbursement of fees or other funds previously expended for the establishment, operation, or maintenance of the Cooperative.

SECTION 13

To facilitate the success of the Cooperative, the County agrees to install an assistant purchasing manager who will have primary responsibility for contract design and coordination with the other member governments . The total expense of this personnel will be divided among the participating governments. The participating members reserve the right to assess themselves, in proportion to their contribution, based on a fee and formula to be determined on an annual basis.

There is hereby established an executive committee comprised of the chief executive or their designate of each participating entity. The executive committee shall promulgate rules, regulations, and/or bylaws in accordance with the laws of the State of Alabama, for the operation and maintenance of the Cooperative, including but not limited to the determination of the above mentioned assessment.

SECTION 14

The members of the Cooperative shall have the power, pursuant to laws of the State of Alabama (Code of Alabama §41-16-21.1 and 41-16-50), to jointly contract with consultants and other such resources as is deemed necessary to provide services authorized by law for the development and realization of the Cooperative's objectives.

SECTION 15

This Agreement will take effect upon execution by the signatories. Thereafter, additional public entities within Jefferson County and adjoining counties, of Alabama, may elect to join the Cooperative by executing this Agreement in the form prescribed by the existing members of the Cooperative, and such execution subsequent to the date herein written above will not be deemed to require re-execution of this Agreement by any party previously stipulating to its provisions.

IN WITNESS WHEREOF, the parties hereto, having obtained the full consent of their governing bodies, have caused this Agreement to be executed by their duly authorized officers on the day and year written above.

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

ST. CLAIR COUNTY, ALABAMA
 Dr. Michael Barber, Superintendent
 Pell City School System

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

STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization (3 participants)		
Keith Fravert	(State funds)	\$675.00
Gene Toxey		
Jana McPherson		
AL III Basic Mapping		
Hoover, AL – September 25-27, 2013		

County Attorney (4 participants)		
Tony Petelos		\$844.83
David Carrington		\$763.46
James Stephens		\$492.13
Carol Sue Nelson		\$1,077.39
Rating Agency trip		
New York NY – August 25-26, 2013		

Individual Staff Development

Community & Economic Development		
Margaret Smith	(grant funds)	\$376.60
HUD Training - Rental Housing Development Finance course		
Jacksonville, FL – September 16-18, 2013		

Roads & Transportation		
Alan Dodd		\$904.63
47 th Surveying & Mapping Conference		
Montgomery, AL – October 22-25, 2013		

For Information Only

Personnel Board

Cynthia Holiness Communications Skills for Women Birmingham, AL – October 16, 2013	\$49.00
Tiffany Owens University of South Alabama Career Fair Mobile, AL – September 11-12, 2013	\$459.66
Tiffany Owens University of Alabama Career Fair Tuscaloosa, AL – September 18, 2013	\$575.00
Tiffany Owens 2013 Fall Job & Internship Fair Birmingham, AL – September 24, 2013	\$275.00
Tiffany Owens Alabama State University Career Fair Montgomery, AL – October 4, 2013	\$300.00
Tiffany Owens Auburn University Engineering & Technical Expo Auburn, AL – October 22-23, 2013	\$552.76
Tiffany Owens University of North Alabama & Alabama A&M Florence & Huntsville, AL – October 8-9, 2013	\$626.12

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

BUDGET TRANSACTIONS

Positions Changes and/or Revenue Changes

1. Information Technology \$81,238

Increase expenditures to cover items paid for that were provided to the E-911 Board. The funding for these expenditures will come from E-911 cash balance.

For Information Only

2. Sheriff's Office \$5,000

Shift funds to complete the purchase and add a purchasing memorandum for a 2013 Chevrolet Silverado 1500 4WD cab work truck with options.

3. Personnel Board \$53,000

Shift funds between departments and accounts for the following purchases: additional Image Now licenses, maintenance & support of additional licenses, tables for testing assessment and IT cable.

4. Sheriff's Office \$900,000

Increase budget to cover medical costs at UAB and Brookwood Medical. Funding to be provided through the Indigent Care Fund.

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

Sep-12-2013-684

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Information Technology Department is authorized to purchase derivative products in the amount of \$99,000 from sole source, The Atlantic Group, Inc. related to the LiDAR Digital Model for development of a countywide Digital Elevation Model.

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

Sep-12-2013-685

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION WITH RESPECT TO THE
EXPENDITURE OF FUNDS FROM THE INDIGENT CARE FUND PURSUANT TO THE

PROVISIONS OF ACT 387 ENACTED AT THE 1966 REGULAR SESSION OF THE ALABAMA LEGISLATURE

WHEREAS, the Jefferson County Commission provides funds to the Jefferson County Sheriff for the operations of the Jefferson County Sheriff's Office; and

WHEREAS, the Jefferson County Sheriff uses said funds to operate the Jefferson County Jails; and

WHEREAS, the Jefferson County Sheriff is required by law to provide medical care and treatment for inmates incarcerated in the Jefferson County Jails; and

WHEREAS, the Jefferson County Sheriff provides medical care and treatment to incarcerated inmates at medical clinics within the Jefferson County Jails and, when necessary, at the outpatient clinics, emergency clinics, in-patient services and at other medical facilities located in Jefferson County; and

WHEREAS, incarcerated inmates to whom the Jefferson County Sheriff provides the aforesaid medical care and treatment include indigent persons of the County suffering from illness, injury, disability, or infirmity; and

WHEREAS, incarcerated inmates to whom the Jefferson County Sheriff provides the aforesaid medical care and treatment at times include indigent persons of the County; and

WHEREAS, the Jefferson County Sheriff has determined the funds allocated by the Jefferson County Commission for the 2013 fiscal year are insufficient for him to provide inpatient medical care and treatment to the aforesaid incarcerated inmates while fulfilling the other duties imposed upon him and his office under federal and state law; and

WHEREAS, the annual cost to provide for FY 2013 in-patient medical care and treatment to the aforesaid incarcerated inmates is \$900,000.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to provide the Jefferson County Sheriff with \$900,000 in FY 2013 from the Indigent Care Fund, defined in and established by Act 387 enacted at the 1965 Regular Session of the Alabama Legislature. These funds shall be used solely to provide in-patient medical care and treatment to incarcerated inmates at the Jefferson County Jails who are indigent persons of the County who were provided in-patient care services at medical facilities located in Jefferson County and under contract with the Sheriff. The Sheriff will utilize the same-indigent eligibility standards as used by Jefferson County, a copy of which is attached hereto as Exhibit A.(on file in the Minute Clerk's Office)

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to enter into a written agreement with the Jefferson County Sheriff whereby, as a condition of the Jefferson County Sheriff's receipt of the aforesaid \$900,000 in FY 2013 the Sheriff shall agree to maintain documentation to verify which inmates at the Jefferson County Jails are indigent persons of the County, and shall further agree to re-pay to the Indigent Care Fund any such portion of the aforesaid \$900,000 in FY 2013 not necessary to provide in-patient medical care and treatment to incarcerated inmates at the Jefferson County Jails who are indigent persons of the County.

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

Sep-12-2013-686

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Addendum No. 12 to the Master Agreement between Jefferson County, Alabama and the University of Alabama Health Services Foundation to provide podiatry services for two half-day clinics per week (8 hours per week) for the period July 1, 2013 - January 21, 2014 at a monthly rate of \$3,813.

ADDENDUM #12

To that certain Master Agreement Between Contractor and
The University of Alabama Health Services Foundation

Podiatry Clinical Services

PURPOSE

Contractor arranges for patient care services at Cooper Green Mercy. Contractor wishes to contract for podiatry services to staff said clinic so that it can continue to fulfill its charitable mission by providing its citizens quality and continuity of care.

SECTION 1

SERVICES

1.1 Cooper Green Mercy. UAHSF shall provide Podiatrist to staff the Contractor's owned and operated Cooper Green Mercy. UAHSF shall be responsible for providing or arranging for Podiatrist to provide the services. UAHSF shall have the nonexclusive right and duty to provide Podiatry Cooper Green Mercy two (2) half clinic days per week for a total of four (4) hours per session. The parties shall work together to determine the schedule for said services.

1.2 Compensation. During the term of this Agreement Cooper Green Mercy shall pay UAHSF at a monthly rate of \$3,813 based upon the most recent MGMA Physician Compensation and Production Survey. Compensation is targeted at the Survey's Median Level by specialty. In addition, the median compensation level will be increased to reflect UAHSF benefit rate and specialty specific malpractice insurance. The monthly rate will be adjusted based upon the time commitment or additional clinic sessions as requested by Cooper Green Mercy and as agreed to by UAHSF to provide services at the designated clinic in an agreement signed by both parties.

SECTION 2

TERM AND TERMINATION

2.1 Term and Termination without Cause. Subject to the termination provisions of this Addendum and the Master Agreement, this Addendum shall have a term beginning July 1, 2013 and ending January 31, 2014.

2.2 Effect of Termination. In the event the Master Agreement or this Addendum is terminated, the obligation of Contractor to pay any compensation to UAHSF shall cease as of the date of termination and any payments due shall be prorated based upon the total number of days on which services were provided but were not yet paid.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Addenda #11.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

THE UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION, P.C.

_____, Executive Vice President

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

Sep-12-2013-687

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Educational Affiliation Agreement between Jefferson County, Alabama and Callahan Eye Foundation to provide for rotation of Residents to Cooper Green on schedules mutually agree upon beginning February 1, 2013.

Educational Affiliation Agreement

This Agreement is made and entered into between the Callahan Eye Hospital ("CEH") and Jefferson County Commission (Cooper Green Mercy) on this 1st day of February, 2013 for rotation of medical residents from CEH to Cooper Green Mercy.

1. Pursuant to an Educational Affiliation agreement between CEH and the Board of Trustees of the University of Alabama ("UAB"), Ophthalmology residents employed by UAB ("Residents") are assigned to conduct their education and training activities in CEH. CEH reimburses UAB for the costs associated with the Ophthalmology Residents, including their salary and benefits.

2. CEH and COOPER GREEN MERCY desire to cooperate in the education and training of Residents by providing for rotation of the Residents from CEH to COOPER GREEN MERCY on schedules mutually agreed-upon by CEH and COOPER GREEN MERCY.

3. COOPER GREEN MERCY agrees to abide by the terms of the Educational Affiliation Agreement between CEH and UAB insofar as they relate to oversight and supervision of the residents' rotations.

4. For purposes of claiming DME and IME reimbursement for the time residents spend in non-provider settings (such as COOPER GREEN MERCY), Medicare rules state that there must be a written agreement between CEH and the non-hospital site confirming that CEH incurs the cost of the residents' salary and fringe benefits. In addition, the Medicare rules state that if there are costs associated with teaching time other than the supervision of residents while furnishing billable patient care services, those costs must be incurred by the Hospital. This Agreement confirms that CEH pays the cost of the residents' salary and fringe benefits for the time the residents spend with COOPER GREEN

MERCY. Further, the teaching time spent by the COOPER GREEN MERCY physicians is limited to the supervision of residents while furnishing billable patient care services. There are no additional costs associated with the teaching activities in COOPER GREEN MERCY and no compensation is due to COOPER GREEN MERCY. CEH is incurring all or substantially all the costs of the residents training at COOPER GREEN MERCY.

5. This Agreement is effective as of February 1, 2013.

Callahan Eye Hospital

Libby Bailey, CFO

Jefferson County Commission - d/b/a Cooper Green Mercy

W. D. Carrington, President

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

Sep-12-2013-688

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the Annual House Staff Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services (CGMHS) (Cooper Green Mercy Hospital), and University Hospital/UAB Health System for Part I - Approved Distribution of Residents by Specialty and Postgraduate Year and Part II - Basic Annual Cost for Residents - University Hospital for training of UAB Residents at CGMHS in the total amount of \$1,532,568.94 for the period July 1, 2012 - June 30, 2013.

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

Sep-12-2013-689

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the Annual House Staff Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services (CGMHS), and University Hospital/UAB Health System for Part I - Approved Distribution of Residents by Specialty and Postgraduate Year and Part II - Basic Annual Cost for Residents - University Hospital for training of UAB Residents at CGMHS in the total amount of \$282,572.91 for the period July 1, 2013 - June 30, 2014.

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

Sep-12-2013-690

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 Jefferson Clinic, PC to reflect the addition of a general surgeon, add appropriate scope of work services and to provide reimbursement a physician for medical clinic services in the amount of \$9,616.67.

AMENDMENT TO CONTRACT

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

WITNESSETH:

WHEREAS, the Client desires to amend the contract; and

WHEREAS, the Agency wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on May 30, 2013 at M.B.165, Pgs. 81-89, is hereby amended as follows:

1. Exhibit A of the original contract is amended to reflect the addition of a General Surgeon, Dr. Leitner. (See attached revised Exhibit A). This addition will be effective June 1, 2013 through September 30, 2013.
2. The Scope of Services to be provided by Dr. Leitner is added as Exhibit D to the original contract. (See attached Exhibit D).
3. The original contract is amended to provide for reimbursement to Dr. Johnson for medical clinic services provided to the County from June 1, 2013 through June 30, 2013. (Exhibits on file in the Minute Clerk's Office)

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

JEFFERSON COUNTY, ALABAMA
W. D. CARRINGTON, President

CONTRACTOR
Rick Player

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

Sep-12-2013-691

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 Birmingham Armored, Inc. to provide armored car transportation services on a daily and designated schedule at various County facilities for the period September 1, 2013 - August 31, 2014 in the amount of \$73,746. Contract ID: CON-00002993
BID NO.: 111-10

CONTRACT AMENDMENT NO. 2

This Amendment to the Contract entered into this 1st day of August 2013 by and between Jefferson County, Alabama, through the General Services Department (hereinafter called "the County") and Birmingham Armored, Inc. (hereinafter called "the Contractor") to provide armored car transportation services.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The original contract between the parties referenced above, was approved by the Jefferson County Commission on the 13th day of September 2011, and recorded in Minute Book 162, Pages 202-204, is hereby amended as follows:

Item 3. Amend Terms of Agreement and Authorization to Perform Work: September 1, 2013 to August 31, 2014

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

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

CONTRACTOR
Jack D. Cagle, Authorized Representative
Birmingham Armored, Inc.

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

Sep-12-2013-692

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and MBA Engineers, Inc. to provide structural condition evaluation and architectural review of the County's main parking deck in the amount of \$17,500.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this September 1, 2013, by and between Jefferson County Commission, hereinafter called "the County, and MBA Engineering, INC. located at 300 20th Street North, Suite 100, Birmingham, Alabama 35203, hereinafter called "the

Contractor."

WHEREAS, the County desires to contract for Engineering Services for structural evaluation of the Jefferson County Parking Deck.

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

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

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

SCOPE OF SERVICES: MBA will conduct a general structural condition assessment and an architectural review of the county's main parking deck. MBA will produce and report general concrete distress and maintenance recommendations related to concrete spalling, water ponding, structural steel deterioration, waterproofing coatings (for area on 0 floor above jury assembly), expansion joint failures at elevated traffic levels and provide repair recommendations. In addition, MBA will develop a preliminary construction repair budget. Exclusions; Mechanical, Electrical, Plumbing, Environmental Engineering, evaluation of enclosed spaces, ADA code compliance, structural analysis of vehicle barriers, and bid documents.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for twelve (12) months beginning September 1, 2013 through August 31, 2014, or completion of described project.

COMPENSATION: Structural Engineering and Architectural services to be performed for a not to exceed / lump sum of; seventeen thousand seven hundred fifty dollars (\$17,750.00). Additional services, with formal written approval by Owner, shall be billed at an hourly rate as described in attachment "A" (on file in the Minute Clerk's Office). Payment due upon receipt.

REIMBURSABLE EXPENSES; Reimbursable expenses are included in the above compensation.

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

Contractor: MBA Engineers, Inc.

Andrew Marlin P.E. Senior Principal

300 20th Street North, suite 100

Birmingham, Alabama 35203

Copy to: Jefferson County General Services

Jeffrey S. Smith, Director

716 Richard Arrington Jr. Blvd. North - Room 1

Birmingham, AL 35203

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

Contractor

Jefferson County, Alabama

Andrew T. Martin, Senior Principal

W.D. Carrington, President - Jefferson County Commission

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

Sep-12-2013-693

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

- a. Alabama EMA - Cooperative Agreement for FY2013 Emergency Management Performance Grant funds in the amount of \$11,454
- b. City of Birmingham - lease extension for EMA Operations Center for the period October 1, 2012 - September 30, 2014 in the amount of \$26,350 annually

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and the Alabama Department of Human Resources to provide reimbursement for administrative staff support to facilitate the expeditious processing of Title IV-D Child Support cases for the period October 1, 2013 - September 30, 2015 in an estimated amount of \$1,058,798.46 (estimated reimbursement \$698,807). Attachments on file in the Minute Clerk's Office.

AGREEMENT BETWEEN JEFFERSON COUNTY COMMISSION,
JEFFERSON COUNTY FAMILY COURT,
AND THE ALABAMA DEPARTMENT OF HUMAN RESOURCES

This Agreement is entered into, by and between the Jefferson County Commission (hereinafter referred to as "the County"), Jefferson County Family Court (hereinafter referred to as "the Court"), and the Alabama Department of Human Resources (hereinafter referred to as "the Department").

WHEREAS, the Department is the single agency in the State of Alabama designated to administer Title IV-D of the Social Security Act, establishing a program of child support enforcement and establishment of paternity as specified in said Act and the regulations implementing the Act; and

WHEREAS, the County under the Alabama Rules of Court, Rules of Judicial Administration, Rule 3. (A) "may provide additional court supportive personnel, services, equipment and furnishings".

WHEREAS, the Court administers its programs in accordance to the Alabama Rules of Court,

WHEREAS, the parties wish to enter into an Agreement to facilitate the expeditious processing of Title IV-D Child Support cases;

NOW, THEREFORE, the parties intending to be mutually bound, hereby agree as follows:

The County and the Court agree to:

I.

A. Authorize administrative support staff within the Court to be allocated specific time periods in which Title IV-D work will be accepted, filed, and processed for service and docketing in accordance with established time standards per federal and state standards. These processes include but are not limited to the filing of Title IV-D paternity and support actions, modification actions, contempt actions, and income withholding actions. See Attachment B entitled "Documentation of Standards of Performance," which is hereby incorporated by reference and made a part of this Agreement.

B. An "Administrative Cost Analysis Study" will be submitted annually to the Department for approval with clarification for said costs to be established and agreed upon by both parties. Administrative costs may include recovery of approved operating costs (supplies and printing). This cost analysis study will be submitted annually prior to approval of this annual budget.

C. Have and make available to the Department job descriptions for positions billed under the Agreement.

D. Assume full financial liability for audit exceptions ruled as final.

E. Retain program and financial records for a period of four (4) years with the exception that records must be retained until any unresolved program/fiscal audit is resolved.

F. Comply with the Internal Revenue Service provisions contained in Exhibit 7 of IRS Publication 1075, Attachment D, which represents the present IRS requirements for the proper handling of federal tax information, including criminal and civil penalties for improper disclosure, notices to employees of sanctions for improper disclosure, and the IRS right of inspection and audit for compliance.

II.

The Department agrees to reimburse the County upon presentation of documentation, its federal share of necessary and reasonable costs allowable under the IV-D Program as expressed in the budget with any amendments which are attached to this Agreement and incorporated herein by reference and made a part of this Agreement for the term covered by the budget and amendments thereto as if fully set out herein.

III.

It is further agreed by the parties that:

A. Reimbursement will be made to the County at the prevailing rate of federal financial participation for allowable administrative expenses related to the Title IV-D program.

B. Billing procedures to be followed by the County in requesting reimbursement shall be in accordance with requirements of the Department's Finance Division.

C. The County shall submit monthly or quarterly requests to the Department for reimbursement of expenses approved by the Department for services provided.

D. The County will be the fiscal agent for the reimbursement of expenses approved by the Department. The Department agrees to reimburse the County for approved expenses submitted to the Department for services rendered at the federal matching rate in effect at the

time services are rendered. Any and all adjustments of the federal matching rate to the state shall automatically adjust to the federal matching rate the percentage of reimbursement due the County.

E. The County shall certify to the Department that, in addition to reimbursement for approved expenses submitted to the Department for services rendered at the federal matching rate in effect at the time services are rendered, the local matching share of the authorized billed expenses have been paid by the County were paid with matching public funds. Such certifications of costs shall be submitted no later than 60 days after the end of the fiscal year in which the cost was incurred. Federal reimbursement of costs is limited to two (2) years from the end of the fiscal quarter in which the costs were incurred.

F. Reimbursement of approved expenses will be made to the County no later than 40 working days after the reimbursement request is submitted by the County, and approved by the Department, and received by the Office of Child Support Accounting.

G. The County shall make available such records or other supporting documentation as the Office of Child Support Enforcement or the Department audit staff may request and shall also make available personnel associated with the state's IV-D program to provide answers which the audit staff may find necessary.

H. Subject to the prior written approval of the Department, the County may make minor procedural modifications.

I. The County and Court shall be the sole point of contact with regard to all contractual matters and shall be solely responsible for the fulfillment of the Agreement with the Department. This includes the professional and technical accuracy of all work and materials furnished under the Agreement. The County and Court shall assume responsibility for all services offered and products to be delivered. The County and Court shall, without additional cost to the Department, correct or revise all errors or deficiencies in any contract work identified during the term of the Agreement. The Department review, approval, acceptance of, and payment of fees for services required under the Agreement, shall not be construed to operate as a waiver of any rights under the Agreement or of any cause of action arising out of the County or the and Court's failure to perform. The County and Court shall be and remain liable to the Department for all direct costs which may be incurred by the Department as a result of the County or the and Court's negligent or incomplete performance of any of the services performed under the Agreement

IV.

The parties further agree that:

A. The terms of this Agreement are dependent upon the Department's receipt of federal financial participation funds for administrative expenses related to the Title IV-D program in a sufficient amount to honor any commitment made under this Agreement. In the event sufficient funds are not received and are not otherwise available to the Department to make any of the payments which become due under this Agreement, then neither this Agreement nor the commitments contained herein shall impose an obligation on the State of Alabama, the Department, or the County; and in such event, the Department shall immediately provide written notice to the County of the unavailability of funds to make such payment and commitments.

B. This Agreement shall be for a period of two years beginning October 1, 2013 and shall continue in full force and effect thereafter until September 30, 2015. The projected cost for the two year period is \$1,058,798.46 and the total Agreement price shall not exceed that amount. Said two year projected cost includes any possible cost of living increases and inflation as it relates to the other line items in the budget. The County and Court will submit a proposed annual budget in the same format as that of Attachment F at least forty-five (45) days prior to the beginning of the State fiscal year (October 1). If approved by the State Department, the proposed budget will be signed by all parties prior to the beginning of the fiscal year that the budget encompasses and then attached to this Agreement and incorporated herein. The cumulative total of the actual two budgets shall not exceed the total agreement price.

C. The Jefferson County Commission and the Jefferson County Family Court acknowledges and understands that this Agreement is not effective until it has received all requisite state government approvals and the Jefferson County Commission and the Jefferson County Family Court shall not begin performing work under this Agreement until notified to so do by the Department. The Jefferson County Commission and the Jefferson County Family Court is entitled to no compensation for work performed prior to the effective date of the Agreement.

D. In addition to the termination provisions contained in paragraph A. of this section, either party may terminate this Agreement upon 30 days written notice.

E. Should federal or state laws or regulations change, or administrative change occur in a way that impairs the performance of this Agreement by either or both of the parties said Agreement shall be subject to termination and/or re-negotiation upon written notice by either party.

F. Any modification to this Agreement must be made by written amendment thereto, except that budget increases or decreases of up to 10 percent of the total budgeted amount included in Exhibit 1 attached hereto, may be made through letter of request from the County and with approval of the Department.

G. It is agreed that the terms and commitments contained herein shall not be Constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may during

the course of this contract, be enacted, then that conflicting provision in the Agreement shall be deemed null and void. The County or the and

Court's sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

H. 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.

The parties further mutually agree that they will comply with:

A. Title IV-D of the Social Security Act, 42 U.S.C. Sections 651-669, which provides for the enforcement of support obligations and the establishment of paternity, and its implementing federal regulations, including the safeguarding requirements set out in 45 CFR Section 303.21, and any other applicable federal regulations and requirements.

B. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000(d), et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial participation.

C. Title V, Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial participation.

D. Title IX, Section 901 of the Education Amendments of 1972, as amended, 20 U.S.C. Section 1681, et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial participation.

E. Title 111, Section 302 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. Section 6101, et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial participation.

F. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, 95 Stat. 357, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial participation.

G. 31 U.S.C., Section 1352 (1990 Supplement), which prohibits the use of federal funds related to lobbying. Furthermore, the County agrees to execute annually the certification regarding lobbying, a copy of which is attached hereto as Attachment C and which is incorporated and made part of this Agreement as if set out in full herein.

H. The Drug Free Work Place Act of 1988, P.L. 100-690, Title V, Subtitle D, which specifies requirements for handling employees with drug-related problems.

I. The County and the Court will comply with the privacy regulations of the federal Health Insurance Portability and Accountability Act ("HIPPA") (Public Law 104-91).

J. All regulations, guidelines, and standards lawfully adopted, under the above statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials thereunto duly authorized.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

JEFFERSON COUNTY FAMILY COURT

Randall Jones

DEPARTMENT OF HUMAN RESOURCES, STATE OF ALABAMA

BY: _____, COMMISSIONER

APPROVED FOR CONTENT:

_____, DIRECTOR

CHILD SUPPORT ENFORCEMENT PARTNERSHIP

APPROVED FOR LEGAL FORM:

BY: _____

STATE DEPARTMENT OF HUMAN RESOURCES LEGAL OFFICE

BY: _____, FINANCE DIRECTOR, STATE OF ALABAMA.

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

Sep-12-2013-695

BE IT RESOLVED, by the Jefferson County Commission that the Department of Community & Economic Development is authorized to transfer Fifteen Thousand & 00/100 Dollars (\$15,000.00) to the 2010 Housing Program Delivery budget. Funds will be transferred from the 2010 West Highland Water budget.

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

Sep-12-2013-696

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign Modification Number 1 to Agreement No. 2-1/6-30-30-28 with Dayjon, Inc. The modification extends the agreement from June 30, 2013 to November 15, 2013. All other terms and conditions of the original agreement remain the same.

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

Sep-12-2013-697

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign Agreement No. 3-1/6-30-30-26 with Joiner Fire Sprinkler Co., Inc in the amount of \$20,000.00. Joiner Fire Sprinkler will be reimbursed 50% of the wages paid to eligible Adult and Dislocated Worker participants. The contract expires on September 1, 2014.

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

Sep-12-2013-698

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 #118680 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 The Willows Apartments to make rental payments on behalf of Program Participant #118680 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 The Willows 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 Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Sep-12-2013-699

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#	VIN #	Description	Asset #	Year
D993101	1 HTSDAAN4XH582986	TRUCK S VACUUM INT 98	981807	1999
A973219	1 FALP52U4VA190527	SEDAN 4 DR TAURUS 97	970104	1997
B001310	1 FTRX17W3YNC11176	PU 6K F150 00	002319	2000
A006046	2FAFP71 W 1 YX133192	SEDAN 4 DR C V G/W 00	000727	2000
A036017	2FAFP71 W33X107962	SEDAN 4 DR C V G/W 03	020076	2003
A046016	2FAFP71W74X154218	SEDAN 4 DR C V G/W 04	040657	2004
A011595	1 FAFP52U91 A185380	SEDAN 4 DR TAURUS 01	010659	2001
B031309	2FTRX17W53CA59402	PU 6K X4DR F150 03	030951	2003
A976051	2G1WL52M8V9235833	SEDAN 4 DR LUMINA G/W 97	971051	1997
A036049	2FAFP71 W03X109443	SEDAN 4 DR C V G/W 03	021332	2003

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

Sep-12-2013-700

A RESOLUTION IDENTIFYING SURPLUS COUNTY
EQUIPMENT AND AUTHORIZING THE DISPOSAL OF SAID
EQUIPMENT VIA INTERNET AUCTION, GOVDEALS.COM

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Fleet Manager is authorized to dispose of the following list of County assets.

Vehicle #	VIN #	Description	Asset #	Year
A986005	1J4FJ68S3WL288963	SUV AT4 CHEROKEE 98	981720	1998
C023217	3B6MC36W12M308868	TRUCK 11 K SVS R3500 02	020035	2002
B031311	2FTRX18WX3CA59409	PU 6K 4X4 X4DR F150 03	030955	2003
8011301	387HF12Y21G202121	PU 6K 4X41500 01	002244	2001

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

Sep-12-2013-701

A RESOLUTION AUTHORIZING AN INCREASE IN THE JEFFERSON
COUNTY SHERIFF'S OFFICE FLEET BY ONE (1) VEHICLE, A 2013
CHEVROLET EQUINOX, THAT WAS PURCHASED BY THE UNITED STATES
MARSHAL SERVICE (USMS). THIS EQUINOX WILL BE TITLED TO, FUELED
BY AND MAINTAINED USING JEFFERSON COUNTY'S RESOURCES

WHEREAS, the U. S. Marshall Services (USMS) has purchased a 2013 Chevrolet Equinox for use by the Jefferson County Sheriffs Office; and

WHEREAS, the vehicle will be assigned to the Jefferson County Sheriffs Office for use by Deputy Hallingquest for the USMS Task force unit.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the fleet of the Sheriffs Department be increased by the requested one (1) unit and the Fleet Manager be and hereby is authorized to include it as part of the Sheriffs Office fleet.

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

Sep-12-2013-702

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Settlement Agreement and Release between Jefferson County, Alabama and Compass Bank related to Emerald Valley Estates Certificate of Deposit (CD) for surety deposit.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into this day of July, 2013, by and between the Jefferson County Commission and Compass Bank, an Alabama state chartered bank (hereinafter referred to as "Compass").

RECITALS

- A. On September 15, 1994, Emerald Valley Estates opened a Certificate of Deposit, No. 5220480, in the amount of \$20,700.00 (the "CD"). The CD was subsequently assigned to Jefferson County.
- B. On April 27, 2011, in response to a garnishment for accounts held in the name of Emerald Valley Estates, Compass garnished the CD in the amount of \$37,550.44.
- C. On February 1, 2013, the Jefferson County Commission demanded that Compass replenish funds withdrawn from the CD, claiming that because the CD was assigned to the Jefferson County Commission, the CD was improperly garnished (the "Claims");
- D. Although Compass expressly denies any liability to the Jefferson County Commission, the parties have determined that it is in their best interests to compromise and settle the Claims on the terms and conditions set forth in this Agreement.
- E. The Jefferson County Commission agrees to abide by all of the terms and conditions set forth below in full settlement of the Claims described above.

COVENANTS

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

1. The above Recitals are incorporated herein as a material part of this Agreement.
2. In consideration of the full settlement and release of the Claims, Compass agrees to pay to the Jefferson County Commission the total sum of Thirty-Seven Thousand Nine Hundred Eighty Eight and no/100 (\$37,988.80) Dollars to the Jefferson County Commission within fifteen (15) business days upon receipt of the latter of a fully executed Settlement Agreement and Release and a W-9 form from the Jefferson County Commission.
3. The Jefferson County Commission and its agents, successors and assigns, hereby knowingly and voluntarily forever release and discharge Compass, its directors, officers, agents, shareholders, employees, successors and assigns along with any of its related or affiliated corporations, associations, partnerships and businesses, from any and all claims, liabilities, costs and damages of any nature whatsoever, whether known or unknown in connection with the CD. This release includes, but is not limited to, any claims based on theories of contract or tort (whether based on common law or statute and whether brought or capable of being brought in any court or any arbitration proceeding) in connection with the CD.
4. This Agreement constitutes the entire agreement between the parties respecting the subject matter herein, and no covenants, promises, representations or warranties have been made or are being relied upon by any of the parties except as expressly set forth herein. This Agreement supersedes any prior understandings and agreements, written or oral, respecting the subject matter hereof. No provision of this Agreement may be waived, modified or altered except in writing executed by all of the parties hereto.
5. This Agreement may be executed in any number of multiple counterparts. When a counterpart has been executed by each of the parties, the counterparts, taken together, shall constitute a single agreement. Duplicate originals may also be utilized, each of which shall be deemed an original document. However, this Agreement is not effective until signed by all of the parties.
6. This Agreement shall be construed under and shall be deemed governed by the laws of the State of Alabama.
7. The parties shall bear their own costs, fees and expenses in any way connected with the Claims or this Agreement.
8. In entering into this Agreement, the parties each acknowledge and represent that they have reviewed this Agreement with counsel

of their choice or had the opportunity to have this document reviewed by their counsel. Therefore, the Agreement shall not be construed against the party or its representative who drafted this Agreement or a portion thereof. The parties further represent that the terms of this Agreement have been completely read by them, and that those terms are fully understood and voluntarily accepted by them and that they enter into this Agreement as a matter of their own free will.

9. This Agreement shall inure to the benefit of, and shall be binding upon, the heirs, successors and assigns of the parties hereto.

10. If any portion of this Agreement shall be considered severable and if for any reason, any, such portion of this Agreement is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation such law or regulation shall not impair the operation of, or have any effect upon, such other portions of this Agreement. The remaining portions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

THE JEFFERSON COUNTY COMMISSION
W. D. Carrington, President

COMPASS BANK, an Alabama state chartered bank
Stephen Geisler, SVP

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

Sep-12-2013-703

BE IT RESOLVED, by the County Commission of Jefferson County, Alabama as follows:

1. That the County enters into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

Utility Agreement for Project STPBH-9802 (904), Project Reference Number 100060490 for various intersections - Phase 7, Mount Olive at New Found Road/Mount Olive-Brookside Road, Union Grove at Bankhead Highway, Heflin Avenue at Riderwood Trail, Tarrant Road at Pineywood Road/Skelton Avenue, Tyler Loop Road at Sweeney Hollow Road, and Chalkville Road in Jefferson County; which Agreement is before this Commission.

2. That the Agreement be executed in the name of the County, by its President, for and on its behalf.

3. That the Agreement be attested by the County Clerk and the seal of the County affixed thereto.

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

Passed, adopted and approved this 12th day of September, 2013.

ATTESTED:
County Clerk

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

AGREEMENT FOR UTILITY WORK
BETWEEN THE STATE OF ALABAMA
AND JEFFERSON COUNTY, ALABAMA
Project STPBH-9802 (904)
Project Reference Number 100060490
Various Intersections - Phase 7

Mount Olive Road at New Found Road/Mount Olive-Brookside Road, Union Grove at Bankhead Highway, Heflin Avenue at Riderwood Trail, Tarrant Road at Pineywood Road/Skelton Avenue, Tyler Loop Road at Sweeney Hollow Road, and Chalkville Road in Jefferson County

This Agreement is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the Jefferson County, Alabama, hereinafter referred to as COUNTY; in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Birmingham Urbanized Area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the COUNTY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and the COUNTY desire to cooperate in a utility program for various intersections - Phase 7, Mount Olive Road at New Found Road/Mount Olive-Brookside Road, Union Grove at Bankhead Highway, Heflin Avenue at Riderwood Trail, Tarrant Road at Pineywood Road/Skelton Avenue, Tyler Loop Road at Sweeney Hollow Road, and Chalkville Road in Jefferson County.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate,

and agree as follows:

- (1) This Agreement will cover all aspects of utility work for the proposed improvements, all in accordance with plans approved by the STATE.
- (2) Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization by FHWA. Any deficiency in Federal Aid, or overrun in the Project costs will be borne by the COUNTY. In the event of an under run in the Project costs, the amount of Federal Aid funds will be 80 percent of eligible costs.
- (3) The Project will be administered by the COUNTY and all cost will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent COUNTY funds. The estimated cost and participation by the various parties is as follows:

	Total Estimated Cost	Estimated Federal Funds	Estimated COUNTY Funds
Utilities	\$100,000	\$80,000	\$20,000
TOTAL	\$100,000	\$80,000	\$20,000

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the COUNTY will be responsible for its proportional share.

- (4) The COUNTY will invoice the STATE for the Federal share of the utility costs not more frequent than monthly. Request for reimbursement will be made on forms provided by the STATE and submitted through the Third Division Engineer for payment.
- (5) Invoices for work performed by the COUNTY under the terms of this Agreement will be submitted within twelve (12) months after the completion of work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- (6) Any cost for work not eligible for Federal participation will be financed 100 percent by the COUNTY, which payment will be, reflected by the final audit.
- (7) The performance of the work covered by this Agreement will be in accordance with the current requirements of the STATE and FHWA.
- (8) The COUNTY will coordinate any required adjustments to utilities with the utility company involved in accordance with usual STATE procedures. Any utility expenses involved which are eligible for STATE reimbursement or payment under State law will be considered as a part of the Project cost and will be paid from funds provided herein with the COUNTY paying for its proportional share.
The STATE will not be liable for utility expenses which are not eligible for STATE reimbursement or payment under State law.
- (9) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the improvements which are not a part of the State Highway Maintenance System.
- (10) The COUNTY agrees that in the event the FHWA determines, under its rules and/or regulations that Federal funds expended on this Project (including but not limited to delay of the projects, or delay of projects contemplated to be developed and accomplished in sequence to the current projects) that the Federal funds expended on this Project must be refunded to the FHWA. The COUNTY will reimburse and pay to the STATE a sum of money equal to the total amount of STATE and Federal funds expended under this Agreement.
- (11) It is clearly understood by both parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein.
- (12) A final audit will be made of all Project records after the completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and this Agreement.
- (13) The COUNTY will be responsible at all times for all of the work performed under this Agreement and, the COUNTY will protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Agreement.
- (14) By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.
- (15) 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.
- (16) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (17) This Agreement will remain in effect, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination.
- (18) Nothing will be construed under the terms of this Agreement by the STATE or the COUNTY that will cause any conflict with Section

23-1-63, Code of Alabama (7/24th Law).

(19) Exhibits M and N are attached and hereby made a part of this Agreement.

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

ATTEST:

JEFFERSON COUNTY, ALABAMA

COUNTY Clerk

W. D. Carrington, President, County Commission of Jefferson

APPROVED AS TO FORM:

Chief Counsel, Jim R. Ippolito, Jr. I

RECOMMENDED FOR APPROVAL:

Division Engineer, Brian C. Davis

Multimodal Transportation Engineer, Robert J. Jilla

Chief Engineer, Ronald L. Baldwin, P. E.

STATE OF ALABAMA ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION
Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this _____ day of _____, 20____
GOVERNOR OF ALABAMA, ROBERT BENTLEY

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

Sep-12-2013-704

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 budgets of the below listed senior centers for FY2012/2013.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept Enhanced Seed Activity Funds from the Alabama Department of Senior Services and to authorize the President to execute amendments to agreements with the following senior centers.

a. City of Fultondale - \$800

b. City of Fultondale/Mt. Olive Center - \$1,000

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

Sep-12-2013-705

CONTRACT ID: CON-00002111

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.

GRANT AGREEMENT

This Grant Agreement is entered into by and between the Office of Senior Citizens Services (hereinafter referred to as the grantee) and the Alabama Department of Senior Services for the local implementation of the Senior Medicare Patrol Program (SMP) grant. It is understood that funding comes from the SMP federal grant (CFDA # 93.048).

PURPOSE: The grantee will be part of Alabama's effort to educate and empower beneficiaries to take an active role in the detection and prevention of health care fraud and abuse, with a focus on the Medicare programs.

TERM OF AGREEMENT:

The grant shall terminate not later than May 31, 2014 or anytime prior if funds for this grant are no longer available or other conditions or circumstances should cause this grant to be altered, modified, extended or terminated. This agreement is conditional upon the availability of funds. Should funds become unavailable during the term of the grant agreement, the grant agreement shall terminate upon notice by ADSS. Statutory and regulatory requirements of 45 CFR Part 74 or 92 directly apply to this grant. Grantee agrees to follow the Grantee responsibilities and Assurances as outlined in the attachments.

PAYMENT:

Funds for this Grant Agreement period shall not exceed \$15,657.00. Funds will be used for the purpose of this agreement only and shall be paid upon submission of a cash draw down form. Grantee will cover the 25% match requirement for the program.

REPORTING: The grantee shall:

1. The grantee will be required to submit monthly tracking reports to ADSS no later than the 10th day of each month to track performance and activity information, and provide periodic or other ad hoc reports as requested by ADSS. ADSS will provide the tracking forms to the grantee which ADSS will use to enter the data and activities into SMART FACTS for reporting purposes.
2. Provide the SMP Director information regarding upcoming events on a monthly basis and no later than the 1st day of the month prior to the event.
3. The grantee will assume responsibility for the accuracy and completeness of the information contained in all documents and reports.
4. The data reported monthly must have supportive documentation for verification purposes. Documentation shall be retained for a period of three years as set forth and described in 45 C.F.R. Section 92.42. Copies or other facsimiles of program records, such as electronic media, are acceptable substitutions for original documents.
5. Financial reports shall be required in accordance with ADSS policies and procedures. Financial reports will be submitted by the 21st of the month following the end of the program quarter. Reporting will be accurate and true. Reports will cover the funds and activities of this Grant Agreement only.

CONTINGENCY CLAUSE:

It is expressly understood by both parties and mutually agreed that any commitment of funds herein shall be contingent upon receipt and availability of funds under the program for which this agreement is made. In the event of the proration of the fund from which payment under this agreement is to be made, the agreement will be subject to termination.

AMENDMENTS:

No alteration or variation of the terms of the grant shall be valid unless made in writing and duly signed by the parties thereto. The grant may be amended by written agreement duly executed by the parties or in the event of program changes by the Federal Government. Any such amendment shall specify the date its provisions shall be effective as agreed to by the parties.

TERMINATION:

1. Upon a material breach by Grantee, ADSS shall immediately have the right to terminate this grant.
2. Either party to this grant may terminate this grant upon provision of thirty (30) days prior written notice.

NOT TO CONSTITUTE A DEBT OF THE STATE:

Under no circumstances shall any commitments by ADSS constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this grant shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of this grant, be enacted, then that conflicting provision in the grant shall be deemed null and void. The Grantee's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim against ADSS with the Board of Adjustment for the State of Alabama.

ACCESS TO RECORDS:

At any time during normal business hours, and as often as ADSS may deem necessary for purposes of monitoring and evaluation, the grantee shall make available to ADSS, the Alabama Department of Examiners of Public Accounts, the Comptroller General or any other authorized designee all records with respect to matters covered by this grant agreement and will permit ADSS or those authorized designees to audit, examine, investigate, or extract excerpts from invoices, materials, documents, papers, records or other data relating to matters covered by the grant.

IMMIGRATION LAW COMPLIANCE:

Grantee hereby certifies compliance with the requirements of 31-13-9(a) and (b), Code of Alabama 1975, as amended and has provided proper documentation to ADSS.

ASSURANCES:

The Grantee hereby agrees to abide by the attached assurances.

THE ALABAMA DEPARTMENT OF SENIOR SERVICES

Neal Morrison, Commissioner

Todd Russell

GRANTEE

Commissioner David Carrington

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

Sep-12-2013-706

CONTRACT ID: CON-00005372

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 has received a Notification of Grant Award (NGA) for supplemental funding to the Ombudsman Program - Title VII in the amount of \$2,101.00 from ADSS; and

WHEREAS, the term of the grant award is July 2, 2013 through September 30, 2013; and

WHEREAS, these are federal dollars and a required local match or in-kind match up to 10% of the total federal match.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission to accept this grant amount of \$2,101.00 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.

AMENDMENT TO GRANT AGREEMENT

This is an Amendment to the existing Agreement by and between Jefferson County, Alabama by and through the Alabama Department of Senior Services (hereafter called "ADSS") and the Jefferson County, Alabama Office of Senior Citizens Services. The Contract is being amended to add supplemental funding to supplement funding for the Title VII Ombudsman Program.

WITNESSETH:

WHEREAS, the ADSS desires to amend the Agreement; and

WHEREAS, the OSCS wishes to amend the Contract.

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

The contract between the parties that was approved by the Jefferson County Commission on January 31, 2013 at M.B. 164, Pg. 355-356, is hereby amended as follows:

PAYMENT: The supplemental funding amount is \$2101.00; increasing the total grant amount to \$33,778.00.

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

CONTRACTOR

Neal Morrison, Commissioner, ADSS

JEFFERSON COUNTY COMMISSION

W.D. Carrington, President

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

Sep-12-2013-707

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;

WHEREAS, Jefferson County Commission initially received a grant award in the amount of \$2,391,905.00 from ADSS for Title III B (Administrative Services), Title III B (Supportive Services), Title III D (Preventive Services) and case management, recreational activities at senior centers, public education, information and assistance, home maker and personal services; and

WHEREAS, the term of the grant award is October 1, 2012 through September 30, 2013 and;

WHEREAS, there are carry over funds for the fiscal year of 2013 from the Alabama Department of Senior Services for the following programs; Title III B (Administrative Services) \$119,831.07, Title III B (Supportive Services) \$16,596.61, Title III D (Preventive Services) \$13, 235.08. The total amount is \$149,662.76; 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 \$149,662.76 to continue to provide services as outlined 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.

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

Sep-12-2013-708

CONTRACT ID: CON-00004550

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 has received a Notification of Grant Award (NGA) for supplemental funding to the SMP2 Capacity Building Grant in the amount of \$200.00 from ADSS for training; and

WHEREAS, the term of the grant award is October 1, 2012 through September 30, 2013; 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 \$200.00 to continue to provide services as outlined in the SMP2 Capacity Building 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.

AMENDMENT TO GRANT AGREEMENT

This is an Amendment to the existing SMP CAPACITY BUILDING GRANT AGREEMENT by and between the Alabama Department of Senior Services (hereinafter called "ADSS").and the Jefferson County, Alabama Office of Senior Citizens Services (hereinafter called "OSCS").

WITNESSETH:

WHEREAS, the ADSS desires to amend the Agreement; and

WHEREAS, the OSCS wishes to amend the Agreement.

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

The agreement between the parties which was approved by the Jefferson County Commission on November 27, 2012, at M.B. , Pg. 166, is hereby amended as follows:

PAYMENT: Add an additional \$200.00 to original Grant Award. The total award is now \$13, 304.00. This agreement term is October 1, 2012 through September 29, 2013.

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

ALABAMA DEPARTMENT OF SENIOR SERVICES

Neal Morrison, Commissioner, ADSS

Todd Russell (for Legal Compliance)

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, Commission President

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

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

Thereupon the Commission Meeting was recessed.

The Commission met in Work Session on September 17, 2013, and approved the following items to be considered at the reconvened September 12, 2013, Regular Commission Meeting Agenda:

- Commissioner Carrington, Administrative Services Committee - Items 1 through 3 and Environmental Services Items 2 and 3.
- Commissioner Stephens, Finance & Information Technology Committee Items 4 through 11.

The Commission Meeting was re-convened Tuesday, September 17, 2013 at 11.35 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

Sep-17-2013-709

WHEREAS, Jefferson County Commission, through the Human Resources Department, desires to enter into a Broker of Record Agreement with Cobbs Allen; and

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

WHEREAS, the agreed cost of the proposed Agreement shall be \$47,000.00 for the period of September 1, 2013 through September 1, 2014 payable in a lump sum.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be authorized to execute the Broker of Record Agreement with Cobbs Allen.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 28th day of August, 2013, by and between Jefferson County, Alabama, hereinafter called "the County", and Cobbs Allen located at 115 Office Park Drive, Suite 200, Birmingham, AL 35223, hereinafter called "the Contractor". The effective date of this agreement shall be September 1, 2013.

WHEREAS, the County desires to contract for broker of record services for the Human Resources Department, hereinafter called "Human Resources"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor shall provide insurance Broker of Record Services to include the solicitation and placement

of insurance in the best interests of Jefferson County Commission. The Contractor shall review and evaluate the County's exposure to risk; prepare annual marketing strategy reports identifying anticipated market conditions and proposing a marketing strategy for the County's major loss exposure areas prior to policy renewal; assist in developing underwriting data and specifications for renewal negotiations; provide trended values for property insurance policies; with participation of the Director of Human Resources or her designee, obtain bids from the insurance industry and negotiate the best terms and coverage for the various exposure areas and submit information to the Director of Human Resources for approval by the Commission; evaluate the commitment and financial stability of the underwriters; service existing insurance policies by tendering losses, reviewing coverage issues, assisting in collection of losses, reporting values, issuing Certificates of Insurance as needed, processing policy changes, etc., in a timely manner; schedule quarterly meetings with the Director of Human Resources or her designee to discuss loss control issues, exposure changes, and general administrative matters; Incurred But Not Reported (IBNR) reserve; with participation of the Human Resources Director or her designee, obtain initial premium renewals and negotiate for the lowest renewal rates - seek and analyze premium rates with comparable benefits providers in local market; provide updates and legislative issues related to excess workers' compensation, property & casualty, boiler & pressure vessel, professional and general liability (malpractice) and employee crime and dishonesty insurance; provide assistance in developing strategy for cost containment and annual renewals; analyze the County's exposure to loss, adequacy of coverage, and develop options on coverage not presently purchased by the County; provide service for day-to-day contact on insurance matters; assist the County in developing insurance requirements for the various contracts (design, construction, and service) and in reviewing insurance policies, contracts, leases, and bonds as requested by the County; prepare an annual report including a schedule of policies in force, coverage provisions, premiums, insurance claims experience for the prior policy year and recommendations for possible adjustments to insurance coverage for the next policy year (the report should provide a summary of broker support services rendered during the prior year, with recommendations for broker services recommended for the subsequent year; provide other services that are normally and customarily required of an insurance broker for County government. Insurances shall include excess workers' compensation, property & casualty, boiler & machinery, crime & dishonesty, professional and general liability and bonds.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for one year September 1, 2013 through September 1, 2014.

4. COMPENSATION: For the period of September 1, 2013 through September 1, 2014 for the fixed fee of \$47,000.00, payable in a lump sum. Any renewal of contract will be negotiated prior to taking effect.

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

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

7. STATEMENT OF CONFIDENTIALITY: The 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.

8. 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 Workers' 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.

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

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

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

12. LIABILITY: A. 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. B. 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.

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

Client: Jefferson County Commission Human Resources
Director of Human Resources
716 N Richard Arrington Jr. Blvd
Suite A610
Birmingham, AL 35203

Copy to: Jefferson County Commission Purchasing Department
Purchasing Agent
716 N Richard Arrington Jr. Blvd.
Suite 830
Birmingham, AL 35203

Copy to: Jefferson County Commission
County Attorney
716 N Richard Arrington Jr. Blvd.
Suite 280
Birmingham, AL 35203

Copy to: Jefferson County Commission
County Manager
716 N Richard Arrington Jr. Blvd.
Suite 251
Birmingham, AL 35203

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 General and Professional liability insurance of \$1,000,000 per occurrence.

16. 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, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party including in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Contractor, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of the agreement, or arising out of Workers' Compensation claims, Unemployment compensation claims, or Unemployment Disability Compensation claims of employees of company and/or its sub-contractors, or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability coverage must be no less than \$1,000,000. During performance, the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes: 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Workers' Compensation; and 4) Employer's Liability.

17. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value

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

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

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

CONTRACTOR:

_____, Authorized Representative

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

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

Sep-17-2013-710

WHEREAS, the Jefferson County Commission wishes to accept the stop loss health insurance policy submitted by United Trust Insurance, c/o Blue Cross Services insuring company; and

WHEREAS, the policy is to provide excess insurance coverage for medical health insurance claims exceeding \$250,000.00 with a \$90,000.00 aggregating specific deductible; and

WHEREAS, Blue Cross Services assigns the stop loss reimbursements to Blue Cross Blue Shield to pay those claims exceeding the retention.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the policy submitted by United Trust Insurance Company, c/o Blue Cross Services insuring company, be hereby adopted at the rate of \$12.56 (single) and \$24.85 (family) per employee per month.

ASSIGNMENT OF BENEFITS

This Assignment is made by and among BCS Insurance Company, an Ohio domestic insurance company ("Insurer"), Blue Cross and Blue Shield of Alabama, an Alabama domestic health insurance company ("Assignee"), and Jefferson County Commission an employer for whom the Assignee administers healthcare benefits ("Assignor"), and shall be effective October 1, 2013 .

WHEREAS, Insurer has issued a policy of stop loss insurance to Assignor ("Policy") providing certain stop loss insurance benefits to Assignor with regard to healthcare benefits provided to Assignor's employees; and '

WHEREAS, Assignee is administering a plan of healthcare benefits to certain employees of Assignor; and

WHEREAS, Assignor desires that any benefits due it from Insurer under the Policy on account of valid claims be assigned and paid directly by Insurer to Assignee.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Notwithstanding any terms and conditions of the Policy to the contrary, Assignor hereby assigns to Assignee, and Assignee hereby accepts, all rights and entitlement to the benefits payable under the Policy on account of covered claims. Assignee shall offset Assignor's health claims costs by the Policy benefits received from Insurer.
2. Assignor warrants that it has the full rights and authority to make this assignment and transfer, and that the rights and benefits assigned hereunder are free and clear of any liens, adverse claims or interest.
3. Insurer agrees to recognize this Assignment and make a benefit payment on account of covered claims directly to Assignee.
4. Assignor hereby releases Insurer from any and all liability under the Policy to the extent of its payment pursuant to this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their respective officers who have been duly

authorized to execute this Assignment.

[Stop Loss Policyholder]

By: W. D. Carrington, President

Jefferson County Commission

BCS Insurance Company

Blue Cross & Blue Shield of Alabama

By:

Its: AVP. Underwriting

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

Sep-17-2013-711

WHEREAS, The Jefferson County Commission (the "Commission") previously exercised its discretionary authority to establish the Jefferson County Group Health Care Plan (the "Health Plan") to provide group hospital, physician, major medical, and prescription drug benefits for certain eligible Jefferson County employees, retirees and their eligible family members; and

WHEREAS, the Health Plan provides group health retiree insurance coverage to eligible individuals prior to age 65 who are vested and thus entitled to receive, either currently or in the future, a monthly benefit under the rules and regulations of The General Retirement System for Employees of Jefferson County (a "Pension") and to eligible dependents of such individuals; and

WHEREAS, the Commission periodically issues a booklet (the "Plan Booklet") that sets out effective Health Plan rules, procedures, features and benefits and that has a Table of Contents including one or more (or all) of the following topics: (1) Overview of the Plan; (2) Eligibility and Pre-Existing Condition Exclusion Periods; (3) COBRA; (4) Cost Sharing; (5) Health Benefits; (6) Coordination Of Benefits (COB); (7) Subrogation; (8) Claims And Appeals; (9) General Information; (10) Respecting Your Privacy; (11) Health Benefit Exclusions; and (12) Definitions; and

WHEREAS, the Health Plan is maintained on a twelve (12) consecutive calendar month accounting period that begins on October 1 and ends on September 30 (a "Plan Year"); and is a discretionary program that may be terminated or amended by the Commission; and

WHEREAS, the Commission desires to acknowledge employee and retiree contributions and dedicated service by continuing the Health Plan for the October 1, 2013 through September 30, 2014 Plan Year; provided, however, that the Commission shall retain authority to terminate or amend the Health Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION that this Resolution and those Plan Booklet terms and provisions that are consistent with this Resolution shall constitute the operative terms and provisions of the Health Plan, and the Health Plan shall be administered in accordance with such operative terms and provisions, including the following Paragraphs 1-1z of the Resolution:

1. Employee Contributions. Health Plan participant contributions by active employees for single and family Health Plan coverage shall be determined on a monthly basis for the October 1, 2013 through September 30, 2014 Plan Year by the Director of the Human Resources Department of Jefferson County (the "Director") on the following basis:

Single Coverage for 10/01/13 - - 09/30/14: \$117.92 per month

Family Coverage for 10/01/13 - - 09/30/14: \$341.01 per month

2. Eligible Retiree Coverage. Subject to the operative terms and provisions of the Health Plan, an individual who (i) has not reached age sixty-five (65), (ii) is vested and thus entitled to receive, either currently or in the future, a Pension, and (iii) is covered by the Jefferson County group health insurance plan for hospital, physician, major medical, and prescription drug benefits immediately before the date the Pension becomes payable or, for an employee who is involuntarily retired, is covered by the Jefferson County group health Insurance plan as of the employee's date of separation from employment (an "Eligible Retiree") will, following his or her timely completion of any enrollment or application forms required by the Director, be eligible to continue Health Plan coverage as of the date the Pension becomes payable. Regardless of any other operative terms and provisions of the Health Plan, an Eligible Retiree shall not be eligible for late enrollment in the Health Plan; accordingly, an Eligible Retiree must continue in the Health Plan as of his or her earliest date of coverage eligibility. The Health Plan coverage of an Eligible Retiree shall terminate in accordance with the applicable terms and provisions of the Plan Booklet and/or due to non-payment of required participant contributions.

3. Eligible Retiree Dependent Coverage. Subject to the operative terms and provisions of the Health Plan, an Eligible Retiree who is himself or herself eligible for Health Plan coverage may enroll each eligible dependent of his or hers as defined by the Plan Booklet (an "Eligible Dependent") in Health Plan coverage by timely completing any enrollment or application forms required by the Director; provided, however, that an Eligible Dependent will be ineligible for Health Plan enrollment if he or she has reached age sixty-five. Regardless of any other operative terms and provisions of the Health Plan, an Eligible Dependent shall not be eligible for late enrollment in the Health Plan;

accordingly, an Eligible Dependent must be enrolled in the Health Plan as of his or her earliest date of coverage eligibility. The Health Plan coverage of an Eligible Dependent shall terminate in accordance with the applicable terms and provisions of the Plan Booklet (without regard to whether the Health Plan coverage of his or her related Eligible Retiree has terminated) and/or due to non-payment of required participant contributions.

4. Eligible Retiree's Medicare Eligibility. Regardless of any operative terms or provisions of the Health Plan, (i) an individual who is eligible for Medicare enrollment on the date he or she is eligible to receive a Pension shall be ineligible for Health Plan enrollment as an Eligible Retiree (but such individual shall be treated as an Eligible Retiree solely for the purposes of the Health Plan enrollment of Eligible Dependents), and (ii) an Eligible Retiree's Health Plan coverage shall terminate if he or she becomes eligible for Medicare enrollment (but the coverage of his or her Eligible Dependents may continue in accordance with Paragraphs 3 and 5 of this Resolution). Prior to and as a condition of enrollment as an Eligible Retiree in the Health Plan, an individual who is eligible to receive a Pension due to a disability (a "Disability Pensioner") shall provide such information and documentation as is requested by the Director regarding his or her date of eligibility for Medicare enrollment and/or actual enrollment in Medicare. Following Health Plan enrollment of a Disability Pensioner as an Eligible Employee, he or she shall (a) notify the Director of his or her eligibility date for Medicare enrollment within 30 days of his or her receipt of notice of such eligibility date and (b) provide such information and documentation as is requested once during a Plan Year by the Director in writing regarding eligibility for Medicare enrollment and/or actual enrollment in Medicare (a "Medicare Information Request"). Failure to provide a complete response to a Medicare Information Request within 30 days after it is mailed to the Disability Pensioner's current mailing address on file with the Director will result in termination of the Disability Pensioner's Health Plan coverage; provided, however, that such coverage may be retroactively reinstated if within 60 days after such mailing of the Medicare Information Request a complete response thereto is provided to the Director showing that the Disability Pensioner is eligible for Health Plan coverage. No loss of Medicare coverage shall result in the resumption of Health Plan coverage as an Eligible Retiree.

5. Eligible Retiree Dependent's Medicare Eligibility. Regardless of any operative terms or provisions of the Health Plan, (i) an individual who is eligible for Medicare enrollment on the date he or she otherwise would be eligible for Health Plan enrollment as an Eligible Dependent shall be ineligible for Health Plan enrollment, and (ii) the Health Plan coverage of an Eligible Dependent shall terminate if he or she becomes eligible for Medicare enrollment. Prior to and as a condition of enrollment as an Eligible Dependent in the Health Plan, an individual shall provide such information and documentation as is requested by the Director regarding his or her date of eligibility for Medicare enrollment and/or actual enrollment in Medicare. Following the Health Plan enrollment of an Eligible Dependent, he or she shall (a) notify the Director of his or her eligibility date for Medicare enrollment within 30 days of his or her receipt of notice of such eligibility date and (b) respond to each Medicare Information Request. Failure to provide a complete response to a Medicare Information Request within 30 days after it is mailed to the Eligible Dependent's current mailing address on file with the Director will result in termination of the Eligible Dependent's Health Plan coverage; provided, however, that such coverage may be retroactively reinstated if within 60 days after such mailing of the Medicare Information Request a complete response thereto is provided to the Director showing that the Eligible Dependent is eligible for Health Plan coverage. No loss of Medicare coverage shall result in the resumption of Health Plan coverage as an Eligible Dependent.

6. Retiree Contributions. Health Plan retiree participant contribution levels shall be determined on a monthly basis for the October 1, 2013 - September 30, 2014 Plan Year by the Director per the rate table attached to this Resolution (the "Rate Table") and be based upon an Eligible Retiree's age as of the date that Health Plan coverage first becomes effective and the Eligible Retiree's years of service with Jefferson County. To the extent the Rate Table does not specify a participant contribution level for a Eligible Retiree's age and/or years of service, the Director shall determine a participant contribution level for the Eligible Retiree based upon the same formula(s) that were used to set the contribution levels in the Rate Table. The participant contribution level for a Disability Pensioner and his or her Eligible Dependents shall be determined under the Rate Table based upon 30 years of service and an Eligible Retiree age of 64 years (the "Disability Rate"). When a Medicare-eligible individual is treated as an Eligible Retiree under Paragraph 4 of this Resolution solely for the purposes of Health Plan enrollment of Eligible Dependents, (i) the Disability Rate shall apply, (ii) the single coverage amount shall apply when one Eligible Dependent is covered, and (iii) the family coverage amount shall apply when more than one Eligible Dependent is covered. When the Health Plan coverage of a Disability Pensioner terminates due to Medicare eligibility and one or more of his or her Eligible Dependent(s) continues to be covered, (a) the Disability Rate shall apply, (b) the single coverage amount shall apply when one Eligible Dependent is covered, and (c) the family coverage amount shall apply when more than one Eligible Dependent is covered. All participant contributions shall be due on a monthly basis and paid in accordance with procedures implemented by the Director.

7. Act 43-343. The Commission's Resolution No. 2006-683, Minute Book 151, Pages 214-216, which was enacted on June 7, 2006 ("Resolution 2006-683"), made changes to the coverage eligibility rules of the Health Plan that shall remain in effect for the October 1, 2013 - September 30, 2014 Plan Year. Regardless of any operative terms or provisions of the Health Plan to the contrary, no individual may enroll (or be enrolled) under Paragraph 2 or 3 (including, as applicable, Paragraphs 4 or 5) above, if he or she is an "Electing Individual" as defined by Resolution 2006-683 and/or has otherwise elected to become such an Electing Individual by submitting an application to The General Retirement System for Employees of Jefferson County to convert Unpaid Service to Paid Service pursuant to Act 03-343.

8. COBRA Coverage. Following the termination of the Health Plan coverage of an Eligible Retiree or an Eligible Dependent, such Eligible Retiree or Eligible Dependent shall not thereafter be eligible to re-enroll for Health Plan coverage but may exercise any Health Plan coverage continuation rights that he or she has under COBRA.
9. Current Mailing Address. Covered employees and retirees shall be responsible for at all times maintaining on file with the Director their own current mailing address and the current mailing address of each of their covered dependents.
10. Administrative Services. Blue Cross and Blue Shield of Alabama shall continue to provide Health Plan administrative services for the October 1, 2013 through September 30, 2014 Plan Year.
11. 2013-2014 Plan Year. The Health Plan will continue to be maintained on an October 1 through September 30 Plan Year for the October 1, 2013 through September 30, 2014 Plan Year as a discretionary program that may be terminated or amended by the Commission. This Resolution is limited to authorizing the Health Plan to continue only for the October 1, 2013 through September 30, 2014 Plan Year; therefore, further Commission action shall be required to continue the Health Plan in effect beyond September 30, 2014.
12. Severability. The foregoing terms and provisions hereof are severable; accordingly, the invalidity or unenforceability of any such term or provision shall not affect the other terms or provisions hereof, and any invalid or unenforceable term(s) or provision(s) shall be treated as though they have been omitted.

JEFFERSON COUNTY RETIREE HEALTH OPTIONS
10/1/2013 through 9/30/2014
RETIREE COSTS PER MONTH

Retiree Cost Per Month with 30+ Service	AGE AT RETIREMENT 60-64		AGE AT RETIREMENT 55-59		AGE AT RETIREMENT 50-54		AGE AT RETIREMENT 45-49	
	SINGLE	FAMILY	SINGLE	FAMILY	SINGLE	FAMILY	SINGLE	FAMILY
Blue Cross Blue Shield	\$ 117.92	\$ 341.01	\$ 117.92	\$ 341.01	\$ 117.92	\$ 341.01	\$ 381.34	\$ 1,016.42
25-29 Years Blue Cross Blue Shield	\$ 207.53	\$ 647.92	\$ 272.94	\$ 796.33	\$ 338.34	\$ 944.74	\$ 403.75	\$ 1,093.15
20-24 Years Blue Cross Blue Shield	\$ 286.78	\$ 862.76	\$ 332.37	\$ 957.46	\$ 377.79	\$ 1,052.16	\$ 423.56	\$ 1,146.86
15-19 Years Blue Cross Blue Shield	\$ 342.25	\$ 1,013.14	\$ 373.98	\$ 1,070.25	\$ 405.70	\$ 1,127.35	\$ 437.43	\$ 1,184.46
10-14 Years Blue Cross Blue Shield	\$ 381.08	\$ 1,118.41	\$ 403.10	\$ 1,149.20	\$ 425.12	\$ 1,179.99	\$ 447.13	\$ 1,210.77
Retiree Cost Per Month with 30+ Service	AGE AT RETIREMENT 40-44							
	SINGLE	FAMILY						
Blue Cross Blue Shield	\$ 398.90	\$ 1,061.45						
25-29 Years Blue Cross Blue Shield	\$ 416.83	\$ 1,122.83						
20-24 Years Blue Cross Blue Shield	\$ 432.68	\$ 1,165.80						
15-19 Years Blue Cross Blue Shield	\$ 443.77	\$ 1,195.88						
10-14 Years Blue Cross Blue Shield	\$ 451.54	\$ 1,216.93						

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

Sep-170-2013-712

Jefferson County Commission
Fiscal Year 2013-2014 Operating/Capital Budget

WHEREAS, Section 11-8-3. Code of Alabama, 1975, requires the County Commission of Jefferson County, Alabama to adopt an estimate of income and an estimate of expense of operations for the fiscal year commencing October 1, 2013, and ending September 30, 2014 and to appropriate for the various purposes the respective amounts; and

WHEREAS, the said County Commission has carefully considered requirements for each department in the county government and has estimated the income and expense of operations and has prepared a balanced budget totaling \$463,367,609 for the following funds for the ensuing year.

General Fund	152,050.805
State Funds and Grants	13,652,113
School Warrant Fund	94,000,000
Road Fund	18,060,090

Community Development Fund	2,284,625
Economic Development Fund	5,490,985
Capital Projects	21,130,500
Capital Road Projects	4,341,574
Cooper Green Hospital Fund	47,243,211
Landfill Fund	100,000
Sanitary Operations Fund	77,469,266
Community Development Home Program Fund	663,262
Emergency Management Agency Fund	1,681,312
Pension Board Fund	658,866
Debt Service Fund	<u>24,541,000</u>
TOTAL OPERATING BUDGET	463,367,609

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION of Jefferson County, Alabama, that the County Operating Budget for Fiscal Year 2013-2014 be and the same is hereby adopted.

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

Sep-17-2013-713

Jefferson County Commission
Fiscal Year 2014 Health Department

WHEREAS, the Jefferson County Board of Health, pursuant to Act No. 231,1977 Regular Session of the Alabama Legislature, has presented its Fiscal Year 2013 - 2014 operating budget b the County governing body, the County Commission; and

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

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

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE, BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that pursuant to that as outlined by the 1977 Alabama. Legislature Regular Session, Act No. 231, does set the 2013 -2014 ad valorem receipts to be paid to the Jefferson County Health Board to be as follows: projected 6,400,000; 2% of all the ad valorem taxes collected in the County for both the County and Municipalities, excluding those ad valorem taxes collected for the State of Alabama and any and all Boards of Educations located in said County.

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

Adopted this the 17th day of September, 2013.

WITNESS my hand and the official seal of Jefferson County, Alabama, this the 17th day of September, 2013.

Diane Townes. Minute Clerk

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

Sep-17-2013-714

Jefferson County Commission
Holiday Schedule

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following be, and they hereby are, declared as official holidays for County employees for the Fiscal Year 2013 - 2014.

November 11, 2013 (Monday)	Veterans Day
November 28 & 29, 2013 (Thursday and Friday)	Thanksgiving

December 24 & 25, 2013 (Tuesday and Wednesday)	Christmas
January 1, 2014 (Wednesday)	New Year's Day
January 20, 2014 (Monday)	Martin Luther King Day
May 26, 2014 (Monday)	Memorial Day
July 4, 2014 (Friday)	Independence Day
September 1, 2014 (Monday)	Labor Day
1 day	Variable Day

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

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

Sep-17-2013-715

Jefferson County Commission
Salary Adjustment

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION as follows:

1. That effective the beginning of the first full pay period in Fiscal Year 2013-2014, the classified employees of Jefferson County, Alabama, shall receive a salary adjustment increase in an amount equal to 2.0% of the present base rate compensation of the respective employees.
2. That effective the beginning of the first full pay period in Fiscal Year 2013-2014, the unclassified employees in the Laborer I, Laborer II, and Laborer III jobs of Jefferson County, Alabama, shall receive a salary adjustment increase in an amount equal to 2.0% of the present base rate of compensation of the restive employees.
3. That effective the beginning of the first full pay period in Fiscal Year 2013-2014, the Appointed Administrative Assistants, Appointed Secretaries and other unclassified employees who are appointed by the County Commission and/or County Manager whose salaries are set by the County Commission shall receive a salary adjustment increase in as amount equal to 2.0% of the present base rate compensation of the respective employees.
4. That effective the beginning of the first full pay period in Fiscal Year 2013-2014, the unclassified clerical employees appointed by other elected county officials shall receive a salary adjustment increase in the amount of 2.0% of the present base rate compensation of the respective employees.
5. That effective the beginning of the first full pay period in Fiscal Year 2013-2014, the Deputy District Attorneys for the Birmingham District and Deputy District Attorneys for the Bessemer District who receive a portion of their compensation from the Jefferson County Commission as a salary supplement, shall receive a salary adjustment increase in the amount of 2.0% of the present base rate supplement received from the Jefferson County Commission.
6. That classified employee pay rates shall be in accordance with the pay schedules established and maintained by the Personnel Board of Jefferson County, Alabama.
7. That said salary adjustment increase shall be effective through the end of the pay period which includes September 30, 2014 and shall remain in effect unless modified or amended by formal action of the Jefferson County Commission.
8. That effective the beginning of the first full pay period in Fiscal Year 2013-2014, the local officials covered by Chapter 2A, Title 11, Code of Alabama 1975*, shall receive a salary adjustment in the amount of 2.0% of the base rate compensation of the respective local officials.

Adopted: This 17th day of September, 2013.

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

Sep-17-2013-716

BE IT RESOLVED by the Jefferson County Commission that the Commission, District 3 annual salary for the position of Appointed Confidential Secretary County Commission (classification #094601) be increased from \$41,000 to \$55,000 effective October 5, 2013; and that the Commission District 3 annual salary for the position of Appointed Administrative Secretary County Commission (classification #094602) be increased from \$41,000 to \$55,000 effective October 5, 2013.

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

Sep-17-2013-717

BE IT RESOLVED by the Jefferson County Commission that the Commission, District 1 annual salary for the position of Appointed Confidential Secretary County Commission (classification #094601) be decreased from \$66,000.00 to \$54,000.00 effective October 5, 2013; and that the Commission District 1 annual salary for the position of Appointed Administrative Secretary County Commission (classification #094602) be set at \$56,100.00. effective October 5, 2013; and that the Commission District 1 annual salary for the position of Appointed Administrative Assistant County Commission (classification #094628) be decreased from \$72,000.00 to \$54,000.00 effective October 5, 2013.

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

Sep-17-2013-718

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to adopt the Commuting Vehicle Usage by Department Authorization Forms Summary for Fiscal Year 2013-2014.

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

Sep-17-2013-719

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION
WITH RESPECT TO THE EXPENDITURE OF FUNDS FROM THE
INDIGENT CARE FUND PURSUANT TO THE PROVISIONS OF

ACT 387 ENACTED AT THE 1965 REGULAR SESSION OF THE ALABAMA LEGISLATURE

WHEREAS, the Jefferson County Commission provides funds to the Jefferson County Sheriff for the operations of the Jefferson County Sheriffs Office; and

WHEREAS, the Jefferson County Sheriff uses said funds to operate the Jefferson County Jails; and

WHEREAS, the Jefferson County Sheriff is required by law to provide medical care and treatment for inmates incarcerated in the Jefferson County Jails; and

WHEREAS, the Jefferson County Sheriff provides medical care and treatment to incarcerated inmates at medical clinics within the Jefferson County Jails and, when necessary, at the outpatient clinics, emergency clinics, hospitals and at other medical facilities located in Jefferson County; and

WHEREAS, incarcerated inmates to whom the Jefferson County Sheriff provides the aforesaid medical care and treatment include indigent persons of the County suffering from illness, injury, disability, or infirmity; and

WHEREAS, incarcerated inmates to whom the Jefferson County Sheriff provides the aforesaid medical care and treatment include indigent persons of the County; and

WHEREAS, the annual cost to provide medical care and treatment to the aforesaid incarcerated inmates is \$3,500,000.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to provide the Jefferson County Sheriff with \$3,500,000.00 in FY 2014 and, starting on October 1, 2013, a monthly amount of \$291,666.67

from the Indigent Care Fund, defined in and established by Act 387 enacted at the 1965 Regular Session of the Alabama Legislature. These funds shall be used solely to provide medical care and treatment to incarcerated inmates at the Jefferson County Jails who are indigent persons of the County. The Sheriff will utilize the same indigent eligibility standards as used by Jefferson County, a copy of which is attached hereto as Exhibit A. The provision of said medical care and treatment shall include the services provided in the medical clinics within the Jefferson County Jails by physicians, nurses, and medical personnel employed by Advanced Correctional Healthcare or any other person or entity under contract to provide medical care and treatment in the medical clinics within the Jefferson County Jails, the services provided by Dr. Michael Chandler, the services provided to the above-identified incarcerated inmates at outpatient clinics, emergency clinics, or other medical facilities located in Jefferson County and under contract with the County, and provision of medications to the above-identified incarcerated inmates.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to enter into a written agreement with the Jefferson County Sheriff whereby, as a condition of the Jefferson County Sheriffs receipt of the aforesaid \$3,500,000.00 in FY 2014 and the aforesaid monthly amount of \$291,666.67, the Jefferson County Sheriff shall agree to maintain documentation to verify which inmates at the Jefferson County Jails are indigent persons of the County, and shall further agree to re-pay to the Indigent Care Fund any such portion of the aforesaid \$3,500,000.00 in FY 2014 and the aforesaid monthly amount of \$291,666.67 not necessary to provide medical care and treatment to incarcerated inmates at the Jefferson County Jails who are indigent persons of the County.

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

Thereupon the Commission Meeting was adjourned.

The Commission Meeting was re-convened Monday, September 23, 2013 AT 9:00 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

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 and would then return to the Commission Meeting.

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

A Public Hearing was held Monday, September 23, 2013, at 9:15 a.m. at the Jefferson County Courthouse in Birmingham, Alabama to receive comments from the public about a proposed resolution amending the Jefferson County Sewer Usage Charge Ordinance to reflect certain changes in the charges for sewer services to be implemented.

The following citizens spoke to the Commission:

- | | | | |
|-------------------------|------------------|---------------------------|-------------------|
| Olivia Thompson | Steve Couch | Anna Brown | Rev. Calvin Woods |
| Geraldine Jackson | James Evans | George Singleton | William Mohammad |
| Kerry English | Louise Alexander | Representative Mary Moore | |
| John S. Meriwether, Jr. | James Murphy | Anthony I. Richardson | |
| Dimple Simmons | Cedric Hatcher | Maralyn Mosely | |
| Andrew Bennett | Tommy Carrington | Bobby Freeman | |
| Josh Firth | Richard Franklin | David Russell | |

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION

WHEREAS,

A. The Jefferson County Commission (the "County Commission") is the governing body of Jefferson County, Alabama (the "County");

WHEREAS,

B. On November 15, 1948, the Constitution of the State of Alabama was amended by the Jefferson County Sewer Amendment ("Amendment 73"), see R-2067¹, pertaining to the operation, repair, improvement, and management of the Jefferson County sanitary sewer system (the "Sewer System");

¹ Citations to "R-__" refer to the consecutively paginated record that preceded the adoption of the Resolution of the Jefferson County Commission dated November 6, 2012 (the "2012 Rate Resolution"), and that has since been supplemented with the following additional materials in connection with this resolution:

- (i) the 2012 Rate Resolution, see R-2810-45, the Jefferson County Sewer Use Administrative Ordinance, Ordinance No. 1808 (the "Administrative Ordinance"), see R-2846-91, and the Jefferson County Sewer Use Charge Ordinance, Ordinance No. 1809 (the "Charge Ordinance"), see R-2892-2913;
- (ii) Sewer Plan Support Agreements with the JPMorgan Parties, see R-4294-4337, the Supporting Sewer Warrantholders and JPMorgan Chase Bank, N.A., see 8-4338 4408, the Sewer Warrant Insurers, see R-4409-59, the Sewer Liquidity Banks, see R-4460-85, and LBSF, see R-4486-4500;
- (iii) the Chapter 9 Plan of Adjustment for Jefferson County, Alabama (Dated June 30, 2013), see R-3161-3262, and accompanying Disclosure Statement Regarding Chapter 9 Plan of Adjustment for Jefferson County, Alabama (Dated June 30, 2013), see R-2914-3715, which includes as an exhibit the original Financing Plan preliminarily approved by the County Commission on June 4, 2013, see 8-36953700;
- (iv) the amended Chapter 9 Plan of Adjustment for Jefferson County, Alabama (Dated July 29, 2013) (the "Plan"), see R-3965-4069, and accompanying Disclosure Statement Regarding Chapter 9 Plan of Adjustment for Jefferson County, Alabama (Dated July 29, 2013), see R-3716-4537, which includes as an exhibit the Amended Financing Plan preliminarily approved by the County Commission on July 23, 2013, see R-4517-22; and
- (iv) the sworn affidavit of Eric Rothstein, see R-4538-39.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to that in the Plan or the 2012 Rate Resolution, as applicable.

WHEREAS,

C. Amendment 73 vests the County Commission, as "[t]he governing body of Jefferson county," with "full power and authority to manage, operate, control and administer" the Sewer System, "and, to that end, [to] make any reasonable and nondiscriminatory rules and regulations fixing rates and charges, providing for the payment, collection and enforcement thereof, and the protection of its property," R-2067;

WHEREAS,

D. On September 19, 1949, Act Number 619, 1949 Ala. Acts 949, et seq. ("Act 619"), see R-2068-77, a supplement to Amendment 73, became effective by its terms;

WHEREAS,

E. Act 619 restates and confirms that the County Commission has full "power to maintain and operate" the Sewer System and to levy and collect "sewer rentals or service charges" from "the persons and property whose [sewage] is disposed of or treated by the [Sewer System]," R-2069 (Act 619 §§ 2, 4);

WHEREAS,

F. Act 619 provides that the County Commission "shall prescribe and from time to time when necessary revise a schedule of [sewer rates and charges] which shall . . . be such that the revenues derived therefrom will at all times be adequate but not in excess of amounts reasonably necessary [(i)] to pay all reasonable expenses of operation and maintenance of the [Sewer System], including reserves and insurance; [(ii)] to make any necessary or appropriate replacements, extensions or improvements [to the Sewer System; and (iii)] to pay punctually the principal of and interest on any bonds issued by the County pursuant to [Amendment 73]," R-2070-71 (Act 619 § 6(a));

WHEREAS,

G. Act 619 directs that sewer rates and charges "shall, as nearly as may be practicable and equitable, be uniform throughout the county for the same type, class and amount of use or service of the [Sewer] [S]ystem, and may be based or computed either on the consumption of water on or in connection with the real property served, making due allowance for commercial use of water or for water not entering the [Sewer] [S]ystem, or on the number and kind of water outlets on or in connection with such real property, or on the number and kind of plumbing or sewerage [sic] fixtures or facilities on or in connection with such real property, or on the number of persons residing or working on or otherwise connected or identified with such real property, or on the capacity of the improvements on or connected with such real

property, or on any other factors determining the type, class and amount of use or service of the [Sewer] [S]ystem, or on any combination of any such factors, and may give weight to the characteristics of the sewerage [sic] and other wastes and any other special matter affecting the cost of treatment and disposal thereof. . . ." R-2070 (Act 619 § 5);

WHEREAS,

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

WHEREAS,

I. On March 4, 2012, the Bankruptcy Court entered an order for relief in the Case;

WHEREAS,

J. On November 6, 2012, after a series of public hearings, the County Commission enacted an interim sewer rate structure (the "Interim Rate Structure") as set forth in the 2012 Rate Resolution, see R-2810-45, and adopted the Administrative Ordinance, see R-2846-91, and the Charge Ordinance, see R-2892-2913, which ordinances (as well as the Sewer System generally) are administered on a day-to day basis by the County's Environmental Services Department ("ESD");

WHEREAS,

K. The 2012 Rate Resolution provided for implementation of the Interim Rate Structure on March 1, 2013 (or as soon thereafter as could practicably be implemented by the County's billing partners), see 2012 Rate Resolution Finding ¶ X, and the Interim Rate Structure was successfully implemented on March 1, 2013, and has been duly administered thereafter in accordance with its terms;

WHEREAS,

L. Following the enactment and implementation of the Interim Rate Structure, the County and certain of the County's creditors negotiated in good faith a series of arms-length, and interlocking compromises and settlements, including with respect to numerous complex and interwoven issues concerning the operation and financing of the Sewer System, and such settlements will (subject to and upon the occurrence of the Effective Date of the Plan, including but not limited to confirmation of the Plan and completion of the refinancing) fully and finally resolve more than five years of resource-consuming litigation and allow the County to exit bankruptcy by the end of 2013;

WHEREAS,

M. On June 4, 2013, to memorialize the settlements described in Recital L, the County Commission approved three Sewer Plan Support Agreements effective as of June 6, 2013, with the JPMorgan Parties, see R-4294-4337, the Supporting Sewer Warrantholders and JPMorgan Chase Bank, N.A., see R-4338-4408, and the Sewer Warrant Insurers, see R-4409-59;

WHEREAS,

N. On June 27, 2013, further pursuant to the negotiations and settlements described above, the County Commission approved a fourth Sewer Plan Support Agreement with the Sewer Liquidity Banks, see R-4460-85;

WHEREAS,

O. On July 23, 2013, further pursuant to the negotiations and settlements described above, the County Commission approved a fifth Sewer Plan Support Agreement with LBSF, see R-4486-4500;

WHEREAS,

P. Pursuant to the Sewer Plan Support Agreements and subject to the terms thereof (which control over the partial summary below), the County has agreed to, among other things:

i. Expediently prosecute, confirm, and consummate the Plan, which incorporates the provisions of, and is otherwise materially consistent with, the Sewer Plan Support Agreements;

ii. Implement all steps necessary or appropriate to obtain from the Bankruptcy Court the Confirmation Order prior to November 25, 2013, unless such date is extended by each of the Sewer Plan Support Parties (other than LBSF) in their sole and absolute discretion; and

iii. Cause the Effective Date of an Acceptable Plan to occur prior to December 20, 2013, or, if extended under the Supporting Sewer Warrantholder Plan Support Agreement, prior to December 31, 2013;

WHEREAS,

Q. On June 30, 2013, the County filed its initial chapter 9 plan, see R-3161-3262, and accompanying disclosure statement, see R-2914-3715, which included as an exhibit, inter alia, the Financing Plan preliminarily approved by the County Commission on June 4, 2013, see R-3695-3700;

WHEREAS,

R. On July 29, 2013, the County filed its amended Plan, see R-3965-4069, and accompanying Disclosure Statement, see R-3716-4537, which included as exhibits, inter alia, the Amended Financing Plan preliminarily approved by the County Commission on July 23, 2013, see R-4517-22, and the Approved Rate Structure, see R-4061-68, which details how the adjustments to Sewer System rates and charges contemplated by the Amended Financing Plan and the Plan will be implemented;

WHEREAS,

S. The Amended Financing Plan and Approved Rate Structure are based on certain assumptions regarding future projected revenues, operating expenses, and capital expenditures, and future market conditions under which the New Sewer Warrants can be issued;

WHEREAS,

T. The Plan incorporates the material terms of the Sewer Plan Support Agreements and represents a global compromise and settlement of, inter alia, hotly contested claims relating to the control of, the rates for, and the debt associated with the Sewer System, including whether and how to compromise disputes and causes of action arising from the fraud, waste, and corruption detailed in the 2012 Rate Resolution;

WHEREAS,

U. Through the Plan and subject to the Effective Date, the County will achieve more than \$1.3 billion of permanent Sewer Debt Claim concessions (the largest of which will be made by the JPMorgan Parties), which concessions will substantially reduce the amount of the County's Sewer System-related indebtedness from approximately \$3.2 billion of principal and interest as of the County's chapter 9 filing to approximately \$1.835 billion post-bankruptcy - a reduction of approximately 40%;

WHEREAS,

V. Through the Plan and subject to the Effective Date, the County will also achieve the elimination of approximately \$750 million of swap termination fees, see 8 4012 (Plan § 2.3(e));

WHEREAS,

W. Provided the Effective Date occurs, the Plan will enable the County to emerge from Chapter 9 expeditiously, which in turn will facilitate efforts to develop the County's economy and expand the number of business and non-business users of the Sewer System, which will have the positive effect of reducing future rate increase requirements;

WHEREAS,

X. As contemplated by the Amended Financing Plan, following compliance with procedures required by state law, the County expects to distribute under the Plan approximately \$1.835 billion to its existing creditors on account of and in full satisfaction of their Sewer Debt Claims;

WHEREAS,

Y. The Amended Financing Plan is contingent on the County's compliance with the Approved Rate Structure;

WHEREAS,

Z. The Approved Rate Structure contemplates that the County Commission will consider enacting the rates and charges embodied therein through an "October Resolution"; for avoidance of doubt, this resolution is the October Resolution contemplated by the Approved Rate Structure;

WHEREAS,

AA. The Approved Rate Structure enumerates the various categories of rates, charges, and fees (collectively, the "User Charges") that the County currently charges for sewer service, which User Charges took effect on March 1, 2013, and are embodied in the Charge Ordinance;

WHEREAS,

BB. Effective March 1, 2013, the current User Charges are as follows:

- i. Monthly base charge (5/8" meter): \$10.00;
- ii. Monthly base charge (3/4" meter): \$11.00;
- iii. Monthly base charge (1" meter): \$14.00;
- iv. Monthly base charge (1.5" meter): \$18.00;
- v. Monthly base charge (2" meter): \$29.00;
- vi. Monthly base charge (3" meter): \$110.00;
- vii. Monthly base charge (4" meter): \$140.00;
- viii. Monthly base charge (6" meter): \$210.00;
- ix. Monthly base charge (8" meter): \$290.00;
- x. Monthly base charge (10" meter): \$370.00;
- xi. Non-residential block volumetric charge: \$7.60 per CCF;
- xii. Residential block volumetric charge (first three CCF): \$4.50 per CCF;
- xiii. Residential block volumetric charge (next three CCF): \$7.00 per CCF;
- xiv. Residential block volumetric charge (additional CCF): \$8.00 per CCF;
- xv. Surcharge for BOD (300 mg/1 strength): \$0.8284 per pound;
- xvi. Surcharge for COD (750 mg/1 strength): \$0.4142 per pound;
- xvii. Surcharge for TSS (300 mg/1 strength): \$0.2734 per pound;
- xviii. Surcharge for FOG (50 mg/1 strength): \$0.1715 per pound;

- xix. Surcharge for TP (4 mg/l strength): \$3.2650 per pound;
- xx. Septage and domestic wastewater charge: \$60.00 per 1,000 gallons;
- xxi. Private meter application processing fee: \$12.00 per application;
- xxii. Sewer impact fees for new connections to the system: \$225.00 per fixture;
- xxiii. Connection fee for properties currently on septic: \$100.00;
- xxiv. Impact fee refund charge (1-10 fixtures): \$20.00;
- xxv. Impact fee refund charge (11-50 fixtures): \$30.00;
- xxvi. Impact fee refund charge (more than 50 fixtures): \$50.00;
- xxvii. Connection permit (pre-installation): \$50.00;
- xxviii. Connection permit (post-installation): \$550.00;
- xxix. Repair permit (pre-installation): \$50.00;
- xxx. Repair permit (post-installation): \$550.00;
- xxxi. Tap permit: \$550.00;
- xxxii. Disconnection permit: \$25.00;
- xxxiii. Grease trap annual inspection fee (1-5 units): \$300.00;
- xxxiv. Grease trap annual inspection fee (6-10 units): \$500.00;
- xxxv. Grease trap annual inspection fee (additional units): \$200.00 per 5 additional units;
- xxxvi. Grease trap non-compliance fee: \$400.00;
- xxxvii. Grease trap re-inspection fee: \$400.00;
- xxxviii. Grease trap exemption fee: \$300.00;
- xxxix. Lien recording fee: \$16.00;
- xl. Lien satisfaction fee: \$16.00;
- xli. Return check fee: \$30.00; and
- xlii. Pay off amount: \$4.00 per sheet;

WHEREAS,

The Approved Rate Structure provides that the County Commission will in compliance with Amendment 73 and Act 619, consider a series of adjustments 10 User Charges, including an upward adjustment of \$5.00 (scaled by meter size a accordance with the AWWA M1 Manual reference for meter equivalence ratio) is the residential and non-residential monthly base charge and an upward adjustment of 3.49% in non-residential volumetric charges, both to take effect November 1. 2013;

WHEREAS,

DD. In addition to the changes in User Charges scheduled to take effect on November 1, 2013, the Approved Rate Structure contemplates that the County Commission will consider certain Required Percentage Increases of overall User Charges test will take effect only if the Effective Date of the Plan, including but not limited to confirmation of the Plan and completion of the refinancing, has occurred by January 1, 2014;

WHEREAS,

EE. The Approved Rate Structure provides that - if and only if the Effective Date of the Plan, including but not limited to confirmation of the Plan and completion of the refinancing, has occurred by January 1, 2014 - the First Required Percentage Increase shall increase the User Charges in effect as of November 1, 2013 by 7.89%, effective no later than November 1, 2014, and that such User Charges shall remain in effect through and including September 30, 2015;

WHEREAS,

FF. The Approved Rate Structure provides that - if and only if the Effective Dare of the Plan, including but not limited to confirmation of the Plan and completion of the refinancing, has occurred by January 1, 2014 - the Second Required Percentage Increase shall increase the User Charges in effect as of September 20, 2015, by 7.89%, effective no later than October 1, 2015, and that such Charges shall remain in effect through and including September 30, 2016;

WHEREAS,

GG. The Approved Rate Structure provides that - if and only if the Effective Date of the Plan, including but not limited to confirmation of the Plan and completion of the refinancing, has occurred by January 1, 2014 - the Third Required Percentage Increase shall increase the User Charges in effect as of September 30, 2016, by 7.89%, effective no later than October 1, 2016, and that such User Charges shall remain in effect through and including September 30, 2017;

WHEREAS,

HH. The Approved Rate Structure provides that - if and only if the Effective Date of the Plan, including but not limited to confirmation of the Plan and completion of the refinancing, has occurred by January 1, 2014 - the Fourth Required Percentage Increase shall increase the

User Charges in effect as of September 30, 2017, by 7.89%, effective no later than October 1, 2017, and that such User Charges shall remain in effect through and including September 30, 2018;

WHEREAS,

II. The Approved Rate Structure provides that - if and only if the Effective Date of the Plan, including but not limited to confirmation of the Plan and completion of the refinancing, has occurred by January 1, 2014 - for each fiscal year starting with the fiscal year beginning October 1, 2018, and continuing through the remaining term of the New Sewer Warrants, the User Charges in effect as of September 30 of the immediately preceding fiscal year shall be increased by 3.49% for each remaining fiscal year that the New Sewer Warrants remain outstanding;

JJ. The Approved Rate Structure contemplates that each of the Required Percentage Increases shall be made by uniformly adjusting the fees and charges in each of the categories of User Charges by the requisite percentage (the "Uniform Method"), provided, however, that the County may elect to make the Required Percentage Increases non-uniformly by increasing, decreasing, or leaving unchanged certain of the fees and charges in each of the categories of User Charges (the "Non Uniform Method") upon certification (pursuant to the terms of the Approved Rate Structure and the New Sewer Warrant Indenture) that the revenues projected to be generated in the fiscal year for which the Required Percentage Increase is applicable will be greater than or equal to the revenues that would be projected to be generated in that same fiscal year if the Uniform Method had instead been used;

WHEREAS,

KK. To ensure that User Charges are neither too high nor too low to meet the Sewer System's needs, the Approved Rate Structure allows the County Commission to enact appropriate Adjusting Resolutions that: (i) modify the Required Percentage Increase for the next fiscal year; (ii) provide for the implementation of the Required Percentage Increase via the Non-Uniform Method; and (iii) modify the existing categories of User Charges;

WHEREAS,

LL. Eric Rothstein, a nationally recognized water and wastewater utility consultant and strategic financial planner, has provided sworn testimony to the County Commission that, inter alia:

i. States that if the Effective Date of the Plan occurs (and the Sewer Debt Claim concessions contained in the Plan thus permanently reduce the aggregate amount of the County's Sewer System-related indebtedness by approximately \$1.3 billion), the rates and charges embodied in the Approved Rate Structure are expected to generate sufficient revenues to pay: (a) the Sewer System's future projected operating expenses, as such future costs are assumed in the Amended Financing Plan and the Approved Rate Structure; (b) the Sewer System's future projected capital expenditures, as and to the extent such future costs are assumed in the Amended Financing Plan and the Approved Rate Structure; and (c) the principal and interest on the New Sewer Warrants as such principal and interest becomes due and payable, as such future costs are assumed in the Amended Financing Plan and the Approved Rate Structure;

ii. Compares the relative burden on customers of the Sewer System with burdens on customers of other sewer systems facing particularly challenging system financing requirements, including those imposed to achieve compliance with federal consent decrees; and

iii. States that, in Mr. Rothstein's professional judgment, in the specific context presented by the combination of all of the factors outlined above, the rate adjustments contemplated by the Approved Rate Structure are reasonable, non-discriminatory, and appropriate under the circumstances;

WHEREAS,

MM. Resolving more than five years of litigation concerning the operation and financing of the Sewer System and exiting bankruptcy on a consensual basis by the close of 2013 with approximately 40% less Sewer Debt is of substantial benefit to the County, its residents, ratepayers, taxpayers, creditors, and all interested parties; and

WHEREAS,

NN. In addition to the County Commission's amendment of the Charge Ordinance to embody the revised User Charges, David Denard, Director of ESD, has recommended modifying certain language in the Charge Ordinance to clarify intent;

THE JEFFERSON COUNTY COMMISSION FINDS AND DETERMINES THAT:

I. The County Commission can exercise its constitutional responsibility to make "reasonable and nondiscriminatory rules and regulations fixing rates and charges," R-2067 (Amendment 73), for sewer service, and may appropriately do so on the basis of the record adduced to date, all of which the County Commission has carefully considered;

II. The process by which this resolution was adopted and the rates were enacted accords with Alabama law (Amendment 73 and Act 619) and constitutional guarantees of due process, including full and fair notice and opportunity to be heard;

III. Mr. Rothstein is an expert utility system consultant, and it is appropriate for the County Commission to rely upon his sworn testimony, which is credible and reliable and uncontradicted by any other evidence before the County Commission;

IV. The interlocking settlements that give rise to the Plan, the Amended Financing Plan, and the Approved Rate Structure: (i) are the product of extensive arms' length negotiations conducted in good faith over a period of many months among the County and its advisors and

professionals, on the one hand, and numerous separate creditor constituencies and their respective advisors and professionals, on the other hand; (ii) represent a multifaceted, multiparty compromise of many hotly contested disputes; and (iii) are reasonable, fair, equitable, and in the best interests of the County, its residents, ratepayers, taxpayers, creditors, and all interested parties;

V. The Amended Financing Plan was developed and the Plan was negotiated and proposed with the legitimate and honest purpose of allowing the County to adjust its debts and emerge from bankruptcy with a capital structure that will allow the County to satisfy its obligations with sufficient liquidity and capital resources while continuing to provide for the health, safety, and welfare of its citizens in accordance with applicable law;

VI. Under the circumstances now presented, modifying the User Charges to increase the monthly base charge by \$5.00 per month (scaled by meter size in accordance with the AWWA M1 Manual reference for meter equivalence ratio) and increase the non-residential block volumetric charge by 3.49%, effective November 1, 2013, is reasonable and non-discriminatory, and is consistent with Amendment 73, Act 619, and the advice and recommendations of the County's rate consultant;

VII. Under the circumstances now presented and conditioned upon the occurrence of the Effective Date (including but not limited to confirmation of the Plan and completion of the refinancing) by January 1, 2014, modifying the User Charges in effect as of November 1, 2013, by the First Required Percentage Increase, i.e., 7.89%, effective no later than November 1, 2014, is reasonable and non-discriminatory, and is consistent with Amendment 73, Act 619, and the advice and recommendations of the County's rate consultant;

VIII. Under the circumstances now presented and conditioned upon the occurrence of the Effective Date (including but not limited to confirmation of the Plan and completion of the refinancing) by January 1, 2014, modifying the User Charges in effect as of September 30, 2015, by the Second Required Percentage Increase, i.e., 7.89%, effective no later than October 1, 2015, is reasonable and non-discriminatory, and is consistent with Amendment 73, Act 619, and the advice and recommendations of the County's rate consultant;

IX. Under the circumstances now presented and conditioned upon the occurrence of the Effective Date (including but not limited to confirmation of the Plan and completion of the refinancing) by January 1, 2014, modifying the User Charges in effect as of September 30, 2016, by the Third Required Percentage Increase, i.e., 7.89%, effective no later than October 1, 2016, is reasonable and non-discriminatory, and is consistent with Amendment 73, Act 619, and the advice and recommendations of the County's rate consultant;

X. Under the circumstances now presented and conditioned upon the occurrence of the Effective Date (including but not limited to confirmation of the Plan and completion of the refinancing) by January 1, 2014, modifying the User Charges in effect as of September 30, 2017, by the Fourth Required Percentage Increase, i.e., 7.89%, effective no later than October 1, 2017, is reasonable and non-discriminatory, and is consistent with Amendment 73, Act 619, and the advice and recommendations of the County's rate consultant;

XI. Under the circumstances now presented and conditioned upon the occurrence of the Effective Date (including but not limited to confirmation of the Plan and completion of the refinancing) by January 1, 2014, for each fiscal year starting with the fiscal year beginning October 1, 2018 and continuing through the remaining term of the New Sewer Warrants, modifying the User Charges in effect as of September 30 of the immediately preceding year by the Residual Annual Required Percentage Increase, i.e., 3.49% per year, is reasonable and non-discriminatory, and is consistent with Amendment 73, Act 619, and the advice and recommendations of the County's rate consultant;

XII. Under the circumstances now presented and conditioned upon the occurrence of the Effective Date (including but not limited to confirmation of the Plan and completion of the refinancing) by January 1, 2014, the User Charges embodied in the Approved Rate Structure, and the revenues projected to be generated by such User Charges, are designed to meet the forecasted cost of operating the Sewer System in compliance with applicable law and in service to the community, and if such User Charges produce more revenue in a given year than is required to pay the costs of operating the Sewer System in compliance with applicable law, the County Commission may adopt Adjusting Resolutions that decrease rates or reduce or defer future rate increases;

XIII. It is appropriate for the Commission to enact an amended and restated Charge Ordinance to reflect the revised User Charges that will take effect November 1, 2013, and to incorporate the technical changes recommended by ESD;

XIV. It is appropriate for the County to agree in connection with confirmation of the Plan that the Bankruptcy Court shall have and retain exclusive jurisdiction to enforce the Approved Rate Structure and the Rate Resolution, to require the County to otherwise comply with the New Sewer Warrants and the New Sewer Warrant Indenture, and to hear and adjudicate any action or proceeding enforcing, challenging, or collaterally attacking the Approved Rate Structure or this Resolution;

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

1. Effective November 1, 2013, the monthly base charge will be increased by \$5.00 (scaled by meter size in accordance with the AWWA M1 Manual reference for meter equivalence ratio), and non-residential block volumetric charges will be increased 3.49%;
2. If and only if the Effective Date of the Plan (including but not limited to confirmation of the Plan and completion of the refinancing) has occurred by January 1, 2014, the User Charges in effect as of November 1, 2013, will be increased by 7.89%, effective no later than November 1, 2014, and such modified User Charges shall remain in effect through and including September 30, 2015, without any further action by the County Commission;
3. If and only if the Effective Date of the Plan (including but not limited to confirmation of the Plan and completion of the refinancing)

has occurred by January 1, 2014, the User Charges in effect as of September 30, 2015, will be increased by 7.89%, effective no later than October 1, 2015, and such modified User Charges shall remain in effect through and including September 30, 2016, without any further action by the County Commission;

4. If and only if the Effective Date of the Plan (including but not limited to confirmation of the Plan and completion of the refinancing) has occurred by January 1, 2014, the User Charges in effect as of September 30, 2016, will be increased by 7.89%, effective no later than October 1, 2016, and such modified User Charges shall remain in effect through and including September 30, 2017, without any further action by the County Commission;

5. If and only if the Effective Date of the Plan (including but not limited to confirmation of the Plan and completion of the refinancing) has occurred by January 1, 2014, the User Charges in effect as of September 30, 2017, will be increased by 7.89%, effective no later than October 1, 2017, and such modified User Charges shall remain in effect through and including September 30, 2018, without any further action by the County Commission;

6. If and only if the Effective Date of the Plan (including but not limited to confirmation of the Plan and completion of the refinancing) has occurred by January 1, 2014, for each fiscal year starting with the fiscal year beginning October 1, 2018, and continuing through the remaining term of the New Sewer Warrants, the User Charges in effect as of September 30 of the immediately preceding fiscal year shall be increased by 3.49% for each remaining fiscal year that the New Sewer Warrants remain outstanding, without any further action by the County Commission;

7. If and only if the Effective Date of the Plan (including but not limited to confirmation of the Plan and completion of the refinancing) has occurred by January 1, 2014, and absent a duly enacted Adjusting Resolution (consistent with the terms of the Approved Rate Structure and the New Sewer Warrant Indenture) providing otherwise, implementation of the percentage increases specified in Resolving IT 2 - 6 inclusive shall be made by uniformly adjusting the fees and charges in each of the categories of User Charges by the Uniform Method;

8. If and only if the Effective Date of the Plan (including but not limited to confirmation of the Plan and completion of the refinancing) has occurred by January 1, 2014, the County stipulates and agrees that holders of the New Sewer Warrants have a strict legal right, enforceable by mandamus, to implementation of the Required Percentage Increases (either by the Uniform Method or by the terms of any applicable Adjusting Resolution that has been duly enacted for the fiscal year in question), and that the Bankruptcy Court has and retains exclusive jurisdiction pursuant to the Plan and related confirmation order to provide such relief and to hear and adjudicate any action or proceeding in connection therewith;

9. Notwithstanding anything to the contrary herein, if the Effective Date of the Plan (including but not limited to confirmation of the Plan and completion of the refinancing) has not occurred by January 1, 2014, the provisions of Resolving ¶¶ 2 - 8 inclusive shall be null, void, and of no effect whatsoever;

10. The County's legal counsel, consultants, and advisors are authorized and directed to take all steps necessary and appropriate to consummate the Plan;

11. The Amended and Restated Jefferson County Sewer Use Charge Ordinance (No. 1809), originally enacted November 6, 2012, is ADOPTED and shall take effect on November 1, 2013; and

12. The Minute Clerk shall maintain the Record, as the basis on which the County Commission has exercised its authority, *cf. Pilcher v. City of Dothan*, 93 So. 16, 19 (Ala. 1922) ("[M]unicipal governmental action, of which a record is required to be made, cannot be shown by parol; [rather,] the records themselves (unless lost or destroyed) are the best and only evidence of such governmental action."), in the Minute Clerk's office separate and apart from the official minutes of the County Commission;

DONE and ORDERED this 23rd day of September, 2013.

JEFFERSON COUNTY
SEWER USE CHARGE ORDINANCE 1809
ADOPTED NOVEMBER 6, 2012
AMENDED AND RESTATED BY RESOLUTION DATED SEPTEMBER 23, 2013
EFFECTIVE NOVEMBER 1, 2013

This document is provided as a convenience to the public. The official ordinance and amendment thereto are contained in the office of the Minute Clerk of Jefferson County in Minute Book 164, ;ages 38-81. In the event a discrepancy between any words or figures contained in this document and those contained in the official minutes of the Jefferson County Commission, the words and figures reflected in the official minutes shall govern.

ARTICLE I. GENERAL PROVISIONS

A. Purpose and Policy

This ordinance establishes sewer charges for those whose sewerage is disposed of or treated by the wastewater collection and treatment system for Jefferson County, Alabama. This ordinance contains the Commission's reasonable and nondiscriminatory rules and regulations fixing rates and charges for sewer service, providing for the payment, collection, and enforcement thereof, and the protection of its property.

This ordinance shall apply to all System Users in Jefferson County and to persons outside the County who are, by contract or agreement with the County, Users of the System. Except as otherwise provided herein, the Environmental Services Department shall administer, interpret, implement, and enforce the provisions of this ordinance. Where not specifically provided herein, the provisions of this ordinance shall be enforced and interpreted consistent with the "Jefferson County Sewer Use Administrative Ordinance."

B. Definitions

Unless the context specifically indicates otherwise, the meaning of terms used in this Ordinance shall be as follows:

1. "ADEM" shall mean the Alabama Department of Environmental Management or its duly authorized deputy, agent, or representative.
2. "All contributors" denotes any Person or Owner contributing wastewater to the System.
3. "BOD₅" (denoting five day biochemical oxygen demand), shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees C, expressed in milligrams per liter by weight. BOD shall be determined by standard methods as hereinafter defined.
4. "Billed Volumetric Units" shall mean the total metered volume of water after application of the Return Factor (see Article II. A)
5. "COD" shall mean chemical oxygen demand as determined by standard test methods.
6. "Condensate" shall mean liquid water resulting from the change of water vapor to liquid by the use of traditional air conditioner units or water heaters.
7. "Constituents" shall mean the combination of particles, chemicals or conditions existing in the wastewater.
8. "Consumption" shall mean the amount of water used, as measured by a water meter using a given unit of measure.
9. "Cooling Water" shall mean the water discharged from commercial air conditioning, cooling or refrigeration sources such as chillers and cooling towers.
10. "Cu. Ft." denotes cubic feet.
11. "County" shall mean the Jefferson County Commission or its employees, duly authorized agents or representatives.
12. "Director" shall mean the Director of the Environmental Services Department or his designee.
13. "Environmental Services Department" or "ESD" shall mean the County department that has direct responsibility for the maintenance, management and operations of the Sewer System.
14. "FOG" shall mean fats, oils, and grease.
15. "Grease Control Device" shall mean any grease interceptor, grease trap or other approved mechanism, device or process, which attaches to, or is applied to, wastewater plumbing fixtures and lines, the purpose of which is to trap, collect or treat FOG prior to the balance of the liquid waste being discharged into the Site.
16. "Grease Interceptor" shall mean an indoor device located in a food service facility or under a sink designed to collect, contain and remove food wastes and grease from the waste stream while allowing the balance of the liquid waste to discharge to the System by gravity.
17. "Grease Permit" or "Food Service Facility Grease Control Program Permit (FSFGCPP)" shall mean the license/authorization to discharge wastewater/liquid waste into the System granted to the Owner of a Food Service Facility or his/her authorized agent.
18. "Grease Trap" shall mean an outdoor device located underground and outside of food service facility designed to collect, contain and remove food wastes and grease from the waste stream while allowing the balance of the liquid waste to discharge the System by gravity.
19. "Health Department" shall mean the State Board of Health as constituted in accordance with Ala. Code § 22-2-1 et seq., and includes the Committee of Public Health or State Health Officer when acting as the Board. The Health Department not affiliated with the Jefferson County Commission.
20. "Impact Fee" shall mean the charge assessed to any sewer user prior to connection with, or access to, the System.
21. "Industrial User" shall mean any industry discharging liquid waste into the System either with or without pretreatment.
22. "Industrial Wastewater" shall mean any wastewater discharge with pollutant loadings in excess of the values described in Article 1Y.D.1.
23. "Industrial Wastewater Surcharge" shall mean the additional service charge assessed to Users whose wastewater characteristics exceed those of normal wastewater as defined in this ordinance.
24. "l" denotes liter.
25. "Lounge" shall mean any establishment which serves alcoholic beverages for on-premises consumption.
26. "Metered Water" shall mean the quantity of all sources of water, including water from wells, consumed by the sewer User (see Article 11).
27. "mg/l" denotes milligrams per liter and shall mean ratio by weight.
28. "Non-Residential User" or "Other User" shall mean a premise or person who is not considered a Residential User and includes multi-family residential (with master meter(s), i.e. apartment complex, mobile home complex, etc.), commercial and industrial premises that discharge wastewater of Standard Strength into the System.
29. "Non-Resident User" shall mean a User whose property is located outside the corporate limits of Jefferson County.

30. "Person" or "Owner" shall mean any natural person, individual, firm, company, joint stock company, association, society, corporation, group, partnership, copartnership, trust, estate, governmental or legal entity, or their assigned representatives, agents or assigns.
31. "Private Meter" shall mean a secondary water meter installed by the user downstream of the primary domestic water meter to measure non-sewered (outdoor or other) water use.
32. "Public Water System" shall mean a system for the provision to the public of potables water for human consumption.
33. "Residential User" or "Domestic User" shall mean a premise or person who discharges into the System wastewater that is of a volume and strength typical of residences, and who lives in a single-family structure, such as an individual house, duplex, townhouse, or condominium, or any other independently-owned single-family structure with an individual water meter for metering potable water. Multi-family residential units are not considered Residential Users.
34. "Restaurant" shall mean an establishment which serves food and/or beverages for consumption on the premises by use of reusable flatware/tableware, or glassware.
35. "Sanitary Sewer" shall mean a sewer which carries wastewater, and from which storm, surface, and ground waters are intended to be excluded.
36. "Sewer" or "main sewer" shall mean a pipe or conduit eight (8) inches in diameter or larger intended for carrying wastewater and generally located in public right-of-way or easement.
37. "Sewer Connection Permit" shall mean the license to proceed with work on a sewer service line, either as new construction or for the repair of an existing line.
38. "Sewer Service Line" shall mean any sanitary sewer line or conduit located outside the building structure which connects the building's plumbing from the outside building wall to the main sewer. The sewer service line is usually four (4) inches in diameter, sometimes six (6) inches in diameter, and in special cases eight (8) inches in diameter or larger. The County does not maintain the sewer service line from the outside building wall to the main sewer.
39. "Sewer System" or "System" shall mean a publicly-owned treatment works (POTW) (as defined by Section 212 of the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, codified at 33 U.S.C. § 1292) owned by the County. The term shall mean any wastewater treatment facility, any sanitary sewer that conveys wastewater to such treatment facility and any wastewater pumping facility.
40. "Shall" is mandatory; "may" is permissive.
41. "Standard Methods" shall mean those sampling and analysis procedures established by and in accordance with Environmental Protection Agency (EPA) pursuant to Section 304(g) of the Act and contained in 40 CFR, Part 136, as amended, or the "Standard Methods for the Examination of Water and Sewer" as prepared, approved, and published jointly by the American Public Health Association (APHA), the American Water Works Association (AWWA), and the Water Environment Federation (WEF). In cases where procedures vary, the EPA's methodologies shall supersede.
42. "Standard Strength" shall describe wastewaters of any origin having a pollutant content less than the wastewater pollutant characteristics defined in Article IV, Section D.1 of this ordinance and having no prohibited qualities of sanitary sewer system admission.
43. "Suspended Solids" shall mean solids that either float on the surface, or are in suspension in water, wastewater, or liquid as defined by standard methods.
44. "Total Phosphorous" or "TP" shall mean total phosphorous as determined by standard methods.
45. "TSS" shall mean total suspended solids as determined by standard methods.
46. "Total Solids" shall mean total concentration expressed in mg/l of all solids: dissolved, undissolved, organic, or inorganic.
47. "User" shall mean the occupant and/or the owner(s) of property from which wastewater is discharged into the System and any individual or entity, including municipalities, who contributes, causes, or permits the contribution of wastewater into the System.
48. "Wastewater" shall mean any solids, liquids, gas, or radiological substance originating from residences, business buildings, institutions, and industrial establishments together with any ground water, surface water, and storm water that may be present, whether treated or untreated, which is contributed into or permitted to enter the System.

Terms for which definitions are not specifically provided herein or in the "Jefferson County Sewer Use Administrative Ordinance" shall be interpreted as defined in the Glossary of the current edition of "Design of Municipal Wastewater Treatment Plant Volume 3" (MOP 8) published by the WEF and the American Society of Civil Engineers (ASCE).

ARTICLE II. BILLING UNITS

A. Volume Determination The Environmental Services Department shall, at its own discretion, determine the factor and percentage of metered or non-metered water discharged to the System for the purposes of billing consistent with the following:

In making a quantity determination for System Users, the quantity of wastewater discharged by the User to the System shall be the same as the quantity of water delivered to the User by the Public Water System. In limited circumstances, should well water be used for the

User's supply of water, the well shall be metered and quantities made known to the County on a monthly basis.

1. Residential Users

Billed Volumetric Units for Residential Users, except participants in the private meter program or as otherwise determined, shall be the metered quantity multiplied by a Return Factor as an allowance for metered water not returned to sewer. The Factor shall be as follows:

Residential Return Factor 0.85

Multi-family residences, apartments, condominiums, lofts and other residential users without unique, contiguous, deeded, unimproved land for that residential unit shall not be eligible for the Residential Return Factor.

2. Non-Residential Users

Billed Volumetric Units for Non-Residential Users and participants in the private meter program shall be the metered quantity multiplied by a Return Factor of 1.00, provided, however, a custom return factor may be established at the discretion of ESD for future, continuous use where sufficient evidence exists.

It shall be the obligation of Non-Residential Users who evaporate or otherwise dispose of water delivered by the Public Water System to install such meters or other devices deemed necessary by the County to determine the estimated quantity discharged to the System. The County will consider establishing a constant ratio, factor, or percentage to be applied to the metered water quantity delivered by the Public Water System in order to determine the quantity of wastewater discharged by the User. It shall be the responsibility of the User to provide adequate written documentation which justifies the factor to the satisfaction of the County. The value of this factor will be reviewed for accuracy by ESD biannually, or whenever deemed necessary by the County in its sole discretion.

B. Impact Fee Units

1. Fixtures

Impact fee units shall be billed per defined unit times the rate provided in this ordinance as follows:

<u>Fixture Type</u>	<u>No. Units</u>
Bathtub	1
Shower	1
Water Closet/toilet	1
Lavatory	1
Sink	1
Urinal	1
Bidet	1
Sink	1
Dishwasher	1
Washing Machine	1
Garbage disposal units or pre-wiring for same	1
Stub outs for plumbing fixtures	1
Floor drain	0.25
Trench drain (per 18" of length)	0.25
Bradley- wash sink (per 18" of sink perimeter)	1
Body wash/massage	1
Drinking fountain	0.25
Condensate drain	0.25
Sump pump or ejector	1
Dumpster Drain	1
Commercial kitchen sink	1
Commercial dishwasher	1
Commercial ice machine	1
Photographic developing machine	1
Autoclave	1
Restaurant/Bar Seat (booths are calculated per 18" length)	1
Other (any other connection to the System as determined by the County as a full or partial unit)	

2. Food Service Establishments

The impact fee for full service restaurants and lounges shall be assessed at a rate of one (1) plumbing fixture per seat. The impact fee for all other food-serving establishments shall be determined on the basis of projected volume of flow to the sewer as provided for in Article II.B.4.

3. Alternate Waste Disposal (Septic) System Conversion

A fixture credit shall be applied for each existing fixture up to a maximum of sixteen (16) fixtures (or equivalent fixtures) in the event of a conversion from an existing septic or alternate waste disposal system. If the conversion is performed without a permit then the fixture credits shall not apply.

4. Non-Residential

The impact fee for any connection to the System which will result in a non-domestic discharge of wastewater by virtue of the volume, rate of flow, or the level of pollutant concentrations will be determined by the County on a case-by-case basis. The County will base its determination upon all factors which may substantially affect System hydraulic and treatment capacity.

The determination shall be based on the annual volume contributed by a domestic household, which is defined as having twelve (12) plumbing fixtures, and the flow from which is equivalent to 125 hundred cubic feet per year. Therefore, an equivalent fixture, in terms of flow, shall be equal to 10.42 hundred cubic feet per year.

The impact connection fee for non-domestic users shall be as follows:

- 1) The impact fee shall be determined based on the applicant's estimates of flow at the time of application to secure an impact permit.
- 2) The County shall apply the applicant's estimates to the following formula to determine the number of equivalent plumbing fixtures and the impact fee to be charged as a result thereof.

$$\begin{aligned} \text{Number of Equivalent=} & \quad \frac{\text{annual volume of water to sewer (cu. ft.)}}{1,042} \\ \text{Plumbing Fixtures} & \quad 1,042 \\ \text{Non-Residential} = & \text{Number of Equivalent} \quad \text{the rate established by} \\ \text{Impact Fee} & \quad \text{Plumbing Fixtures} \quad \times \quad \text{Article IV.E.1} \end{aligned}$$

- 3) A determination of actual wastewater volume discharged to the System shall be made using actual metered water consumption during the first year of the applicant's use. If it is determined by actual measurement that the volume discharged to the System is, in the opinion of the County, substantially different from the estimates given by the applicant, an adjustment will be made either by refund or additional charge to the applicant. The adjustment shall be made on the highest six (6) month volume discharged to the System. Metering shall be installed at the User's expense if required by the County for determination of actual wastewater volume discharged.

ARTICLE III. ADJUSTMENTS AND CREDITS

A. Sewer User Adjustments Users are eligible to receive a leak adjustment credit based on their volumetric (consumption) sewer charge within the prior twelve (12) month period. Any leak of domestic water that does not discharge to a sanitary drainage system at the premise may be eligible for credit. However, such leak shall be documented to have arisen from a defect in the permanent plumbing system and subsequently have been repaired. A "Jefferson County ESD Request for Leak Adjustment Form" must be completed in its entirety and returned to the Sewer Permitting and Inspections Office, located at 716 Richard Arrington Jr. Blvd. North, Suite A300, Birmingham, AL 35203, along with a dated and descriptive plumbing repair invoice, a work order from a Public Water System, or a receipt in cases where the Owner completes his own repairs.

The County does not provide "courtesy" adjustments. No adjustment will be given based solely on the fact that a User has an unusually high water and sewer bill, and water adjustments or credits given by a Public Water System shall not form the sole basis nor create an obligation to the County to grant a similar adjustment for sewer charges. Sewer charges may be adjusted only if the User supplies sufficient written documentation.

Swimming pools which have been verified on site, measured for volume, and are deemed to be a permanent structure by a Sewer Service Inspector, are eligible for a once-per-year adjustment. The User must be able to demonstrate that the water drained from the pool was not discharged to the System. The adjustment shall be allowed only in cases where there is a substantial pool filling. Adjustments shall not be made prior to the User being billed for the water volume.

B. Adjustment Limitations

Any request for an adjustment of sewer charges shall be limited to one (1) year from the billing date of the original charge, and shall be submitted to the Sewer Permitting and Inspection Office (716 Richard Arrington Jr. Blvd. North, Suite A300, Birmingham, AL 35203).

C. Impact Fee Credit for Existing Fixtures

If an existing structure is to be demolished, altered, remodeled or expanded, an applicant will be allowed credit for the plumbing fixtures in the existing structure. Credit will be given only for those plumbing fixtures in the existing structure which are connected to the System and shall only be applied to a new or remodeled structure at the same location. To receive credit for existing fixtures, applicants must arrange an inspection by County personnel to verify the fixture count before removing the old fixtures. Credit will not be given unless the fixtures have been inspected by ESD prior to removal or evidence of a prior paid impact permit is presented. Except as provided herein, credit for existing connections and fixtures cannot be transferred to another location.

in circumstances such as natural disasters or other uncontrollable circumstances where credit for existing fixtures cannot be accurately determined, the County shall determine the credits available based on available information consistent with this Ordinance. The burden of

proof for establishing any claimed credit as provided herein shall be on the applicant.

D. Impact Fee Exemptions

The governing bodies of all municipalities under the terms of their respective unification agreements shall be exempt from payment of all impact fees for facilities which will be used directly by those governing bodies for carrying out their governmental functions. The impact fee exemption does not apply to park boards, recreation boards, school systems, or any other boards or alliances which are autonomous, or are not a direct function of, or owned by, the municipal governing body. However, this fee exemption does not remove the requirement that any applicable permits must be obtained prior to securing a building permit.

E. Refund of Impact Fees

Upon proper application by the permittee, the County will refund Impact Fees for fixtures which have not been installed. If no building permit was issued, the permittee must return all copies of the original impact permit in order to receive a refund. If a building permit was issued, the permittee must return the applicant's copy of the impact permit along with the original issued receipt to the Sewer Permitting and Inspection Office within two (2) years of issuance. The administrative fee shall be deducted from the total amount of the refund.

F. Private Meters

A User of the System may elect to install a private meter on a water service line that is connected to fixtures, equipment, or systems that do not discharge wastewater to the System. Users with installed private meters shall not be eligible for the Residential Return Factor adjustment. Private meter requirements and credit procedures are as follows:

- 1) A private meter must be permanently installed on the water service line or water distribution system downstream of the primary domestic water service meter. Water metered by the private meter must not directly or indirectly enter the System. Portable meters that attach onto the end of a hose or faucet are not eligible.
- 2) The private meter shall be registered by an ESD Sewer Service Inspector. Initial meter reading shall start from the reading that is registered at the time inspection. It is the responsibility of the User to inform the County of the presence of a private meter by calling 205-325-5801 to request a registration/inspection of the private meter. Retroactive usage credit prior to registration shall not be allowed.
- 3) The private meter owner or an authorized party must be present at the time the private meter is registered by the County and must acknowledge its limitations of use.

All private meter readings must be submitted to the Environmental Services Sewer Permitting and Inspection Office at 716 Richard Arrington Jr. Blvd. North, Suite A300, Birmingham, AL 35203.

- 5) Meter readings should be submitted every 6 months, but not more frequently than every 6 months. Credit shall not be granted for any use prior to the twelve-month period from the date of submission for credit.
- 6) Private meter forms must be filled out in their entirety in order to be processed.
- 7) A private meter processing fee as provided for in Article IV.B shall be charged for each private water meter credit administered.

Any active participant of the private meter program who wishes to terminate their current enrollment status must request such action in writing to ESD and shall not be allowed reenrollment for a twelve month period from the date of request.

The County reserves the right to require, at any time, the private meter to be inspected or re-registered by a Sewer Service Inspector.

It shall be the responsibility of the User to determine whether a private meter is enrolled in the credit program.

ARTICLE IV. FEES, CHARGES, AND PENALTIES

A. Sewer Use Charges

All Users of the System, or their designated agents, shall pay a sewer use charge to the County. Sewer use charges shall include (1) fixed monthly charges and (2) volumetric charges in accordance with the following schedules. Sewer use charges for unmetered water will be determined by the County in its sole discretion.

1. Residential

A block volume charge shall be levied on Billed Volumetric Units in accordance with the below schedule. Whole units shall be used to determine under which Block the charge arises.

	<u>Per 100 Cubic Feet</u>		
	Block 1	Block 2	Block 3
Volume	0-3	4-6	7+
Rate per unit	\$4.50	\$7.00	\$8.00
	<u>Per 1000 Gallons</u>		
	Block 1	Block 2	Block 3
Volume	0-2.246	2.247-4.491	4.492+
Rate per unit	\$6.02	\$9.36	\$10.69

2. Non-residential

A block volume charge shall be levied on Billed Volumetric Units in accordance with the below schedule.

	<u>Per 100 Cubic Feet</u>
Volume	0+
Rate per unit	\$7.87

	<u>Per 1000 Gallons</u>
Volume	0+
Rate per unit	\$10.51

3. Monthly Base Charge

In addition to the volumetric charges in A. 1 and A.2, a monthly base charge for each installed meter (except Private Meters) shall be levied as follows:

Meter Size in. dia.	Charge
5/8"	\$ 15.00
3/4"	16.50
1"	21.00
1.5"	27.00
2"	43.50
3"	165.00
4"	210.00
6"	315.00
8"	435.00
10"	555.00

4. Billing Frequency

Bills are rendered monthly or quarterly at the discretion of the County.

B. Private Meter/Pool Processing Fee

A processing fee in the amount of \$12.00 shall be imposed for the processing of each application for private meter or pool credit.

C. Non-Resident Users

All Non-Resident Users shall pay a sewer use charge to the County equal to the use charges described in Sections A. 1 through A.2 of this Article multiplied by the following Non-Resident User Factor.

$$\text{Non-Resident User Factor} = 1.06$$

The monthly base charges set forth in Section A.3 of this Article shall also be multiplied by the Non-Resident User Factor. All other fees or charges described within this Ordinance shall be assessed to Non-Resident Users in accordance with the schedules set forth herein or as may be established by Jefferson County.

At the discretion of the County and at such times when the County ad-valorem tax or any other System-related tax is modified or adopted, the Non-Resident User Factor may be changed or modified by the County.

D. Industrial Waste Surcharges

1. Industrial User Surcharges An industrial waste surcharge shall be levied against any Industrial User of the System whose wastewater characteristics exceed the following standard strength:

<u>Constituent</u>	<u>Strength</u>	<u>Rate per pound</u>
BOD	300 mg/l	\$0.8284
COD	750 mg/l	\$0.4142
TSS	300 mg/l	\$0.2734
FOG	50 mg/l	\$0.1715
TP	4 mg/l	\$3.2650

If an industrial wastewater discharge contains excessive loading for both BOD and COD, the imposed surcharge will be based on one of the two parameters as determined by the County in its sole discretion.

At the discretion of the County and at such times when data has been compiled and established, additional or modified industrial waste surcharge parameters, concentrations. or rates may be imposed.

Pounds shall be computed by multiplying the factor 0.00624 (the conversion factor used to determine the weight in pounds of one milligram per liter (mg/l) for a liquid volume in hundreds of cubic feet) times the volume of the wastewater (in hundreds of cubic feet) times the parts per million (ppm) of wastewater characteristics as described in the Table above.

2. Sampling and Analysis Sampling and analysis charges shall be calculated and assessed as follows:

- (1) Round trip mileage shall be charged per mile at the currently published Internal Revenue Service Standard Mileage Rate.
- (2) Crew cost: \$35.00 per hour (charged in Y4 hour segments at sampling site, each segment = \$8.75).

- (3) Laboratory analytical cost: Billed by wastewater characteristic, as defined in the laboratory fee schedule, which may be obtained from the Industrial Pretreatment Office at 205-238-3833.
- (4) Technical and administrative fees including data collection, calculations, entry, report dispersal and billing per sampling cycle: Flat rate of \$50.00.

3. Miscellaneous Fees

Costs incurred by the County for sampling, analysis and monitoring of industrial wastewater not otherwise provided for in this Ordinance shall be charged to the monitored industry on an actual cost basis.

4. Hauled Wastewater

Charges for discharging all hauled wastewater into an approved System facility, as measured at the receiving facility, shall be as follows:

Waste type	Rate per 1000 gallons
Septage and domestic wastewater	\$60.00
Grease trap waste	\$75.00
Other	*

*Charges for other non-standard discharges shall be calculated by the County based on estimated increased operating costs if the County determines, in its sole discretion, that the particular waste stream constituents are higher concentrations than typical domestic septage or grease trap waste. Leachate, unless otherwise determined, shall be considered septage.

E. Sewer Impact Fees

1. Fixture Rate

An impact fee shall be levied upon each new connection to the System regardless of county jurisdiction as follows:

Fixture	Impact Fee
Single fixture unit	\$225.00
Equivalent fixture unit	\$225.00
Stubouts for plumbing fixtures	*
Other fixtures	**

* Impact fee for stubouts will be the cumulative fee for the fixtures to be served by the stubout.

** Impact fee to be determined by the County on a case by case basis in accordance with Article II,B.4 and at a rate of \$225.00 per plumbing fixture.

Failure to make payment for any plumbing fixture prior to installation shall result in a doubling of the payment if said payment is not submitted within thirty (30) days of notification. However, failure to mail any notice, or failure to receive any notice, shall in no way affect the obligation of the applicant to pay the fees and any penalty.

2. Alternate Waste Disposal System Conversion

Any home, mobile home or commercial building served by a septic tank, package plant, or other means of waste disposal which was constructed and approved for use subject to the standards of the Jefferson County Department of Health may connect to the System, provided there is no prohibition in the regulations of the County, State or Federal Government and upon payment of a one hundred dollar (\$100.00) fee for such connection and additional fixture charges in excess of the credits provided in Article II.B.3.

3. Impact Fees Refund

An administrative fee for refund of impact fees will be assessed as follows:

<u>No. Fixtures</u>	<u>Fee</u>
1 - 10	\$20.00
11 - 50	\$30.00
51	\$50.00

F. Sewer Connection Fees

The sewer connection fees as listed include all required inspections and will be assessed for each single user connection in accordance with the following schedule:

<u>Permit type</u>	<u>Prior to installation</u>	<u>After installation</u>
Connection	\$50.00	\$550.00
Repair	\$50.00	\$550.00
Tap ¹	\$150.00	
Disconnection	\$25.00	

¹ County provides saddle, labor, and materials for tap to existing sewer mains.

If the County Sewer Service Inspector is required to visit the connection site for more than two (2) inspections due to faulty material,

poor workmanship etc., the third inspection and each inspection thereafter shall be charged at \$100 per inspection. After hour, weekend, and holiday inspections must be pre-approved by the ESD and shall be charged at a rate of \$100.00 per hour, with a 2 hour minimum. The rate is "per inspector" as deemed necessary by the County.

G. Grease Trap Fees

Grease trap and interceptor fees shall be assessed in accordance with the following schedule:

<u>Annual Inspection Fee</u>	
<u>Number</u>	<u>Fee</u>
1-5	\$300.00
6-10	\$500.00
11 +	*

*Units in excess of 10 shall be assessed \$500.00 plus \$200.00 for each additional 5 units in excess of 10

<u>Other Fees</u>	
Type	Fee
Non-compliance	\$400.00
Re-inspection	\$400.00
Exemption	\$300.00

Installation, modifications, repairs or replacement of grease control devices shall be inspected by the ESD inspectors. Any work completed without prior notice shall be subject to a non-compliance fee.

H. Billing Fees

Billing fees shall be assessed in accordance with the following schedule:

<u>Type</u>	<u>Fee</u>
Lien Recording	\$16.00
Lien Satisfaction	\$16.00
Return Check	\$30.00
Pay Off Amount (per sheet)	\$4.00

ARTICLE V. GENERAL PROVISIONS

A. Validity

All resolutions, ordinances, parts of resolutions, or parts of ordinances in conflict herewith are hereby repealed.

B. Severability

The provisions of this Ordinance are severable. If any provision, section, paragraph, sentence or part thereof, or the application thereof to any individual or entity, shall be held unconstitutional or invalid, such decision shall not affect or impair the remainder of this Ordinance, it being the Commission's legislative intent to ordain and enact each provision, section, paragraph, sentence and part thereof separately and independently of each other.

C. Penalties

The County shall be allowed to recover reasonable attorney's fees, interest, penalties, collection fees, court costs, court reporter's fees and any other expenses of litigation or collections from any person or entity in violation or non-payment of the provisions of this this Ordinance.

ARTICLE VI. ORDINANCE IN FORCE

A. Date Effective

This ordinance shall be in full force and effect on the date of passage, with such rates and charges being assessed as soon as is practicable.

B. Date Adopted

Passed and adopted by the Jefferson County Commission on the 6th day of November, 2012. Approved this 6th day of November, 2012.

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

Attest:

Diane Townes

Minute Clerk of the Jefferson County Commission

Approved as to correctness:

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, September 26, 2013.

President

ATTEST

Minute Clerk