

STATE OF ALABAMA)

JEFFERSON COUNTY) March 22, 2011

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

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of March 8, 2011, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

The Commission met in Work Session on March 15, and approved the following items to be placed on the March 22, 2011, Regular Commission Meeting Agenda:

- Commissioner Carrington, Administrative Services Committee Items 1 through 4.
- Commissioner Bowman, Health and General Services Committee Items I through III.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items A through M.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items A through F.
- Commissioner Stephens, Finance & Information Technology Committee Items A through Q.

Jeff McGee, Court Administrator with Family Court, presented to the Commission, on behalf of Tommy Rouse, Director of the Jefferson County Youth Detention Center, a report of the mid-term audit conducted by the State.

Commissioner Carrington gave updates on the county manager search, status of both county bills and commented on the meeting he and Commissioner Brown had with Governor Robert Bentley regarding Jefferson County issues.

Bids were received and publicly opened and read from the following contractors on the Rosedale Sidewalk Improvements Project: Battle-Miller Construction Co.; Bryant & Company, Inc.; C.P. Construction, LLC; MB Contractors; MJC General Construction; Powe Construction Co.; R. E. Grills Construction; Shahee's Construction Co., Inc. and Southeastern Seal Coating, Inc.

Bids were referred to Community & Economic Development for tabulation, report and recommendation.

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

Resolution authorizing execution of a contract extension with Judy Prince to provide social work services as needed in the Pain Clinic for the period November 1, 2010 - September 30, 2011 in the amount of \$46,800.

Mar-22-2011-180

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Dynamix Group to provide data storage and backup system for the new HIS-EMR

(Medical Records) system in the amount of \$172,000.00.

Dynamix Group ITB/RFP Sales Agreement

Dynamix Group, Inc. (we, us, our) agrees to sell Products and Services to Jefferson County, Alabama (you, your) described in your RFP 8-11 only under the terms and conditions of this sales agreement (Agreement).

1. Definitions

Bid is our written reply to your ITB which contains answers to your questions, project plans, Product and Service pricing, Statements of Work, terms and conditions, and any other information necessary to respond to the requirements of your ITB.

Deliverable is a literary work or other work of authorship (such as a computer software program, program listing, programming tool, documentation, report, drawing, and similar work) that we develop as part of a Service.

Education is classroom or self guided instruction including related learning aids.

Machine is a machine, its features, conversions, upgrades, elements, or accessories, or any combination of them.

Program is a computer software program, whether pre-loaded on a Machine or provided separately, including related licensed materials such as documentation.

Product is a Machine, Program, Education or Third Party Service.

ITB is your written Invitation to Bid, Request for Proposal, or similar solicitation which sets out the requirements and terms and conditions for your procurement of Products and Services.

Service is the work we perform and any Deliverables we develop according to a Statement of Work.

Statement of Work is a written description of the work to be performed and the Deliverables to be developed.

Third Party Service is a service that is performed by a third party provider under the terms and conditions of their service agreement.

2. Agreement Structure

Transaction Documents

Your ITB and our Bid, including any Statements of Work, confirm specific details of this business transaction and are Transaction Documents that become an integral part of this Agreement.

Orders

You order Products and Services by issuing a written order to us, and in the case of Services, by signing our Statement of Work. It may also be necessary to sign third party agreements to order certain Products. Products and Services become subject to this Agreement when we accept your order by either sending you a written acceptance or by providing the Products and Services to you. Confirmation of our receipt of your order does not constitute our acceptance of your order.

Conflicting Terms

If there is a conflict among the terms in the various documents, those of your ITB prevail over those in this sales agreement document. The terms of our Bid prevail over those of both of these documents.

3. Prices and Payment

We invoice Products when they are shipped, or in the case of Third Party Services, when the order is accepted and the Third Party Services commence. We invoice Services as they are completed in accordance with the Statement of Work. All amounts are due within 30 days of the invoice date. Amounts past due will be assessed a late payment charge of 1.5% per month.

In addition to the price of Products and Services, you agree to pay any applicable sales, use or similar taxes, fees or duties (unless you or your lessor supply exemption documentation prior to invoicing), late payment charges, shipping charges, and actual, reasonable travel and out-of-pocket expenses incurred by us or our subcontractors as part of performing the Services. Those expenses shall be reimbursed but shall never include reimbursement for alcohol or first class air fare. Expenses shall be kept within the GSA recommended guidelines so long as you ensure that safe, clean accommodations can be secured near the your location at the specified GSA recommended rates. Except for Machines that the manufacturer agrees to set-up, installation is not included in the price of a Product.

4. Lease Assignment

If specified in your order or if we are otherwise notified in writing prior to invoicing, you may assign your obligation to pay for an item to a third party leasing company whose credit is acceptable to us. This assignment must be made by our lease assignment Transaction Document or an equivalent agreement that we accept. Then as a convenience, we will invoice your lessor. However, this assignment does not change either the payment due date or the amounts due.

5. Responsibilities

Both you and we agree that under this Agreement: a) neither will bring a legal action arising out of or relating to this agreement more than two years after the act or omission that gives rise to a claim; and b) neither is responsible for failure to fulfill any obligations due to causes beyond each other's control. We reserve the right to assign our personnel and we may subcontract Services, or any part of them, to our subcontractors. You agree: w) to acquire Products only for your own use, and not for resale, remarketing or leasing; x) that you are solely

responsible for the results obtained from the use of the Products and Services; y) that other than assignments referred to in the Lease Assignment section above, not to assign, or otherwise transfer, this Agreement or your rights under it, or delegate your obligations, without our prior written consent, and that any attempt to do so is void; and z) to comply with all applicable export and import laws and regulations. You and we may have additional responsibilities as described in a Transaction Document.

6. Title and Risk of Loss

We transfer title to you or, if you choose, your lessor upon shipment. You hereby grant us a purchase money security interest in Products to secure the payment of all amounts due. For a Machine feature, conversion, or upgrade involving the removal of parts that become our property, you hereby grant us a purchase money security interest to secure the payment of the amounts due and the return of the removed parts. You hereby authorize us to file the appropriate documents, including UCC financing statements to perfect such purchase money security interest.

We bear the risk of loss for Products until they are delivered to you. Thereafter, you assume the risk. However, you agree a) upon delivery, to note any missing items or obvious shipping damage on the bill of lading and report this to us immediately; b) subsequently, within 10 business days of delivery, to inspect Products and report any discovered damage in writing to us; and c) to follow our related instructions. Otherwise, you are liable for any loss we cannot recover.

7. License and Ownership

Programs are copyrighted and licensed (not sold) to you and are subject to the terms of any license agreements applicable to them. You accept the terms of the license for a Program according to the method specified in the license.

8. Third Party Service Agreements

We are an independent contractor authorized to sell Third Party Services and are not the third party provider's legal representative, franchisee, or agent for any purpose. Any Third Party Services agreements are agreements between you and the third party provider and are not part of this Agreement.

9. Warranty

Any Product warranties are provided directly by the manufacturer or third party provider to you. Unless otherwise provided in writing, used Machines are provided "as is" and do not have warranties of any kind. We warrant that we are authorized to sell Products. We warrant that we will perform Services using reasonable care and skill and that the Services will conform substantially to the description (including completion criteria) in the Statement of Work. THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND WE MAKE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. We do not warrant uninterrupted or error-free operation of any Product or Service or that any Product or Service you acquire from us will meet your business needs.

10. Cancellations, Returns and Discontinuances

All orders are fulfilled in a custom manner. Except for Third Party Services, orders for Products may be cancelled prior to their shipment if you agree to pay a cancellation charge not to exceed 5% of the price of the cancelled item. Orders for Third Party Services cannot be cancelled once they have been accepted by the third party provider.

Products which are defective and cannot be installed will be repaired or replaced. All other Product sales are final unless you request and we agree (at our sole discretion) to accept a return within 30 days of delivery. If approved, we will issue you a return merchandise authorization (RMA). However, Product returns are limited by our suppliers' return policies, and opened or installed Products are not returnable. Shipping charges are not refundable.

Third Party Services may be discontinued only in accordance with the terms of their agreements. The amount of any eligible refund will be prorated based upon any supplier credit we receive. Services may be discontinued upon written notice to us and work will be stopped as soon as practical. You agree to pay for Services provided prior to their discontinuance.

11. Patents and Copyrights

If a third party files an infringement claim against you asserting that any Deliverable we provide to you infringes a United States patent or copyright of the third party, we will defend you against that claim at our expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that you: a) promptly notify us in writing of the claim; and b) allow us to control, and cooperate with us in, the defense and related settlement negotiations. If such a claim is made or appears likely to be made, you agree to permit us to enable you to continue to use the Deliverable, or to modify it, or replace it with a Deliverable that is at least functionally equivalent. If we determine that none of these alternatives is reasonably available, you agree to return the Deliverable to us on our written request. We will then refund the money that you paid for the Deliverable. This is our entire obligation to you regarding any claim of infringement.

Claims for Which We Are Not Responsible

We have no obligation regarding any infringement claim based upon: a) anything you provide which is incorporated into a Deliverable

or our compliance with any designs, specifications, or instructions provided by you or by a third party on your behalf; b) your modification of a Deliverable, or a Deliverable's use in other than its specified operating environment; c) the combination, operation, or use of a Deliverable with other Deliverables not provided by us as a system; d) the incorporation of a Deliverable into any Deliverable that we did not provide; or e) a Product.

12. Limitation of Liability

Circumstances may arise where, because of a default on our part or other liability, you are entitled to recover damages from us. Regardless of the basis on which you are entitled to claim damages from us (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), our entire liability for all claims in the aggregate arising from or related to each Product or Service or otherwise arising under this Agreement will not exceed the amount of any actual direct damages up to the greater of \$100,000 or the charges for the Product or Service that is the subject of the claim. This limit also applies to any of our subcontractors. It is the maximum for which we and our subcontractors are collectively responsible. The following amounts are not subject to a cap on the amount of damages: a) payments referred to in Section 11, Patents and Copyrights; and b) damages for bodily injury (including death) and damage to real property and tangible personal property for which we are legally liable.

Items for Which We Are Not Liable

Except as expressly required by law without the possibility of contractual waiver, under no circumstances are we or our subcontractors liable for any of the following even if informed of their possibility: a) loss of, or damage to, your records or data; b) special, incidental, exemplary, punitive, or indirect damages or for any consequential damages; or c) lost profits, business, revenue, goodwill, or anticipated savings.

13. Agreement Term and Termination

The term of this Agreement shall be for one year with two additional one year renewals upon mutual agreement by both parties.

This contract may be terminated by you with a thirty (30) day written notice to us regardless of reason. However, if you terminate this contract after issuing a purchase order to us, you shall be responsible for any costs that we incur in termination the contract, including but not limited to, restocking fees, cancellation fees, or the cost of any Product or Service that cannot be cancelled without cost from our suppliers or subcontractors. Any terms of this Agreement that by their nature extend beyond the Agreement termination, remain in effect until fulfilled and apply to both of your and our respective successors and assignees.

Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, you shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve us from any liability to you for damages sustained by virtue of a breach by us. Either you or we may terminate this Agreement for cause if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

14. General

The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

This Agreement and its applicable Transaction Documents are the complete agreement between you and us regarding your acquisition of Products and Services from us, and replace any prior oral or written communications between you and us. Additional or different terms in any written communications from you (such as a purchase order) are void and deemed objected to by us without further notice of objection.

By signing below for our respective legal entities, both you and we agree to the terms of this Agreement without modification. Once signed, a) any reproduction of the Agreement or Transaction Document made by reliable means (for example, photocopy or facsimile) is considered an original and b) all Products and Services you order under this Agreement are subject to it.

Agreed to: (Customer legal name & address)

Jefferson County, Alabama

716 Richard Arrington, Jr. Blvd. North

Room 830 Courthouse

Birmingham, AL 35203

W. D. Carrington, President - Jefferson County Commission

Agreed to:

Dynamix Group, Inc.

1905 Woodstock Road

Suite 4150

Roswell, GA 30075-5625
David A. DeLong
Agreed to: (Customer legal name & address)
Jefferson County, Alabama
716 Richard Arrington, Jr. Blvd. North
Room 830 Courthouse
Birmingham, AL 35203
Sandra Hullett, MD
CEO/Medical Director

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

Mar-22-2011-181

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and MediSolution to provide annual software maintenance and support to the Human Resources Information System for the period January 1, 2011 - December 31, 2011 in the amount of \$11,820.00.

CONTRACT NO.: 00002284

Contract Amendment No. 1

This Amendment to Contract entered into the day of January, 2011 between Jefferson County, Alabama, hereinafter referred to as "the County, and MediSolution hereinafter referred to as the "Contractor" to provide Annual Software Maintenance and Support Human Resources Information System for Cooper Green Mercy Hospital.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract results from Jefferson County's request for Bid No. 111-08. The Contract between the parties referenced above, which was approved by the Commission on October 19, 2010 and recorded in Minute Book 160, 543- 545 is hereby amended as follows:

Item 3. Amend Term of Contract: The term of this contract shall be extended from January 1, 2011 to December 31, 2011.

Item 2. Amend Scope of Services:

Description	Item Number	Qty	Annual Price
Virtuo Human Resource Personnel	QSUB72-01	1	\$ 8,219.00
Virtuo Human Resource Recruitment	QSU872-03	1	\$ 3,601.00
	Grand Total		\$ 11,820.00

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

	JEFFERSON COUNTY, ALABAMA
Sandra Hullett, MD	David Carrington, President
CEO/Medical Director	Jefferson County Commission
Cooper Green Mercy Hospital	CONTRACTOR
	Dennis Dion, Executive Vice-President
	MediSolution

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

Mar-22-2011-182

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Change Order No. 1 to the agreement between Jefferson County, Alabama and Brice Building Company to made a code correction for Emergency Department Renovation project and to increase contract amount by \$1,097 to a total contract amount of \$264,965.

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

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

Resolution authorizing execution of an amendment to the agreement with Hal Starkey d/b/a Tro Jung Brannen, to provide architectural work to include Life Safety Plan updates and code interpretations on an as needed basis, which increases compensation from \$75,000 to \$150,000.

Mar-22-2011-183

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Form Fast Inc. to provide annual maintenance, form design and support services for the Meditech System in the amount of \$10,812.

PROFESSIONAL CONTRACT

THIS AGREEMENT entered into this 1st November 2010, by and between Jefferson County Alabama, hereinafter called "the County", and Form Fast Inc. called "the Contractor". The effective date of this agreement shall be October 1, 2010.

WHEREAS, the County desires to contract for software support, goods and services for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said software, goods and 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 purchase the software support, goods and services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Cooper Green Mercy Hospital Department of Information Technology request for Annual maintenance and support for Form Fast. The contract describes the scope of services called for and constitutes the entire agreement between the parties. The Scope of Services is as follows:

DESCRIPTION	QTY	ANNUAL PRICE
Annual maintenance and support for formfast installed	1	\$ 6,156.00
Design services 97 forms @ 4.00 per form per months	97	\$ 4,656.00
	GRAND TOTAL	\$ 10,812.00
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to the Department of Information Technology at any time after the effective date of this Contract. The Contract term expires on September 30, 2011 with the option to renew for a period of up to two (2) additional one (1) year terms.
4. COMPENSATION: The Contractor shall be compensated for the annual software maintenance and support a sum of \$ 10,812.00 payment terms are Net 30.
5. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
6. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
7. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.

8. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
9. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
10. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.
11. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama.
12. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
13. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.
14. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
15. 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.
16. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
17. VIOLATION: Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractor shall immediately refund to the County all amounts paid by the County pursuant to this

Agreement.

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

COOPER GREEN MERCY HOSPITAL

Sandra Hullett, MD
CEO/Medical Director

WITNESSES:

JEFFERSON COUNTY, ALABAMA

David Carrington, President
Jefferson County Commission

FORM FAST INC.

Robert Harding, President

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

Mar-22-2011-184

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Hospital (CGMH) and Tri-State Institute for CGMH to provide clinical education for nursing students.

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

Mar-22-2011-185

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the Alabama Department of Public Health for Cooper Green Mercy Hospital to provide two rooms that will be available for patients with tuberculosis who have been formally committed into the custody of the Health Department. This contract is a revenue contract in an amount not to exceed \$64,600.

CONTRACT Between The Alabama Department of Public Health

AND

Jefferson County, Alabama D/B/A Cooper Green Hospital

Birmingham, Alabama

This Contract entered into by and between the Alabama Department of Public Health, hereinafter "Department", and Jefferson County, Alabama, DIB/A Cooper Green Hospital, Birmingham, Alabama, hereinafter "Contractor", is effective October 1, 2010, and terminates September 30, 2011.

WHEREAS, the purpose of this Contract is to provide a treatment center for persons affected with active tuberculosis who refuse to accept voluntary treatment or whose conduct is such as to expose other persons to the danger of infection.

WHEREAS, funding for activities performed under this Contract was provided by the Alabama Department of Public Health, Bureau of Communicable Disease, through State Fund Number AA.

NOW THEREFORE, in consideration of the mutual covenants herein below specified, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties herein agree to the following:

A. Health Care Provisions

1. Contractor will designate one negative pressure equipped airborne infection isolation bed in Contractor's secure ward to remain available for Department's recalcitrant tuberculosis patients who have been formally committed to the custody of the Department in accordance with Code of Ala. 1975, §22-11 A-1, et seq. Contractor agrees to admit such patients and to provide care as herein below specified until such time as patients are released by order of the court. Said patients shall be considered in the custody of the Department. Patients shall be delivered to Contractor's facility by the Department or as otherwise designated by the probate court and shall be admitted through Contractor's emergency department.

2. Contractor will house patients who are in custody in a manner that retains the custody secure from elopement by patient and from unauthorized entry by other persons into confinement areas. Patient shall be maintained safe from exposure to other isolated or quarantined individuals. Contractor's security personnel shall be authorized to use necessary, non-lethal force to prevent elopements by patients. Should the patient require restraint, Contractor shall so inform Department. Department shall secure appropriate court orders from the committing court to utilize such restraint as the court may determine to be necessary.
3. Contractor will house patients in a safe and hygienic area and in a manner that addresses in a systematic manner the provision of adequate food and appropriate communications with family members and to the extent possible, cultural and religious beliefs of the patient. However, it is understood that patient shall not be allowed unauthorized visitors not related to patient's care and treatment without consultation with Department.
4. Contractor will provide such nursing, technical and support staff as it deems necessary for the provision of health care to patients admitted to the facility pursuant to the terms of this Contract. Nursing services may be subject to evaluation by the Joint Commission on Accreditation of Health Care Organizations.
5. Contractor will provide a physician specializing in the care of active tuberculosis patients to make daily rounds and visit patients admitted under the terms of this Contract who shall plan an appropriate individualized program of care and treatment for the patient, in consultation with Department's designated tuberculosis physicians. Contractor will execute the plan of care.
6. Department shall provide all expenses incurred related to treatment of the patient. To the extent not covered by third party payors, if any, Department will pay Contractor for expenses incurred related to the necessary evaluation and treatment of illnesses unrelated to tuberculosis.
7. Contractor shall provide all necessary social services including activities as appropriate by Contractor considering the long-term nature of patient's confinement. To the extent that the necessity or advisability of a particular social service to be provided is in question, Contractor shall provide such services in consultation with the treating physician and Department's designated tuberculosis physician. Social services may be subject to evaluation by the Joint Commission on Accreditation of Health Care Organizations.
8. Contractor shall provide necessary mental health services to patient to appropriately diagnose and treat depression or other mental illness or disorder associated with patient's long-term confinement as indicated previously in this Contract.
9. The Contractor shall not attempt to collect from the patient any funds for treatment hereunder, but should make reasonable attempts to collect third-party insurance from Medicare, Medicaid or private carriers.
10. Microbiology and mycology services will be provided by Department's State Public Health Laboratory. Contractor shall make necessary arrangements to insure appropriate transport of specimens to the Jefferson County Health Department for transport on to said laboratory as designated by the Department.
11. Department's designated tuberculosis physician will be available without charge to:
 - a. Consult with Contractor's physician to assure modern aggressive anti-tuberculosis therapy
 - b. Participate in chest X-ray conferences
 - c. Participate in staff and employee in-service training.
12. Department's public health area tuberculosis manager, nurse or other designated disease intervention specialist will be authorized to:
 - a. Visit patients admitted hereunder
 - b. Work with Contractor's nursing, infection control and social services departments and
 - c. Assist in the collection of aerosolized sputum specimens if necessary.
13. Contractor shall provide all security to appropriately maintain patients admitted hereunder and bill Department separately for such security at Contractor's reasonable and customary cost.
14. Contractor will provide other health-care services for nosocomially acquired illnesses unrelated to patient's tuberculosis.
15. Patients shall be discharged upon the order of the court committing patient to custody and not otherwise.
16. Department shall pay to Contractor the amount of \$40 as a per diem for Contractor's holding the bed. Said per diem shall be applicable for every day of the term of this Contract whether or not the bed is occupied.
17. In addition to the per diem specified in Paragraph A-16 and to the extent not covered by third party payors, if any, Department shall pay an amount for actual days of usage at the per diem rate as determined by the Alabama Medicaid Agency for CPT codes 86480, 86580, 87116, and 90585.
18. To the extent not covered by third party payors, if any, Department shall pay an additional amount equal to the Alabama Medicaid Agency rate for non-tuberculosis related treatments including lab charges, pharmaceuticals and supplies.
19. To the extent not covered by third party payors, if any, Department shall pay an additional amount equal to the Alabama Medicaid Agency rate for chest X-rays as needed and other attendant radiology consumables.
20. Department will use its best efforts to provide tuberculosis care and treatment education to Contractor's staff and to provide appropriate

educational literature including but not limited to the "TB Primer."

B. General Provisions

Under no circumstances shall the maximum amount payable under this Contract exceed \$64,600 for the Contract period.

CLOSEOUT CLAUSE. Contractor acknowledges that under the Alabama Department of Finance Fiscal Policies and Procedures Manual, all invoices or other demands for payment hereunder by Contractor must be received by the Department before the first day of August of the fiscal year next following the fiscal year in which the Contract closes out. Invoices or demands for payment received after that date for work and labor performed within the previous fiscal year cannot be paid and are forfeit.

DISCRIMINATION CLAUSE. Contractor will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all applicable Federal and State laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex, or disability, as defined in the above laws and regulations. Contractor shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans With Disabilities Act of 1990.

GOVERNOR'S PRORATION CLAUSE. It is agreed that the Department may terminate this Contract by giving thirty (30) days written notice to Contractor should the Governor of Alabama declare proration of the fund from which payment under this Contract is to be made. This termination for cause is supplemental to other rights the Department may have under this Contract or otherwise to terminate this Contract

TERMINATION CLAUSE. This Contract may be terminated by either party by giving thirty (30) days written notice to the other party.

AMENDMENT CLAUSE. This Contract may be amended only by mutual agreement in writing, signed by Department and Contractor, and processed through and approved by all necessary authorities.

STANDARD OF PRACTICE CLAUSE. Contractor agrees to observe and comply at all times with all Federal and State laws and rules in effect during the term of this Contract which in any manner affect performance under this Contract. Contractor agrees to perform services consistent with customary standard of practice and ethics in the profession.

ASSIGNMENT CLAUSE. The rights, duties, and obligations arising under the terms of this Contract shall not be assigned by any of the parties hereto without the written consent of all other parties.

ENTIRE AGREEMENT CLAUSE. This Contract contains the entire agreement of the parties and there are no other agreements, verbal or written, affecting this Contract that have not been incorporated herein or attached hereto.

SEVERABILITY CLAUSE. Each provision of this Contract is intended to be severable. If any term or provision of this Contract is illegal or invalid for any reason whatsoever, said illegality or invalidity shall not affect the legality or validity of the remainder of this Contract.

HEADINGS CLAUSE. Headings in this Contract are for convenient reference only and shall not be used to interpret or construe the provisions of this Contract.

DO NOT WORK CLAUSE. Contractor acknowledges and understands that this Contract is not effective until it has received all requisite State government approvals and Contractor shall not begin performing work under this Contract until notified to do so by the Department. Contractor is entitled to no compensation for work performed prior to the effective date of this Contract

EMERGENCY CANCELLATION CLAUSE. Notwithstanding any other provision of this Contract, upon the issuance of a Declaration of Financial Necessity by the State Health Officer, this Contract may be canceled immediately upon notice of such cancellation being given in writing to the Contractor. Notwithstanding such cancellation, the Contractor shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

FINANCIAL NECESSITY CLAUSE. All terms and conditions of this Contract notwithstanding, the parties agree that upon the issuance of a Declaration of Financial Necessity by the State Health Officer, the maximum amount payable under this Contract may be unilaterally reduced by the Department to an appropriate amount to be determined by the Department upon notice of such being given in writing to the Contractor. Notwithstanding such reduction, the Contractor shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

RECORD RETENTION. The Contractor is aware that it must retain all records pertinent to expenditure incurred under this Contract for a period of three (3) years after the termination of all activities funded under this Contract. Records for any displaced person must be kept three (3) years after he/she has received final payment.

Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, plus the current year whichever occurs later. See Department of Public Examiners for their record retention policy.

AVAILABILITY OF FINANCIAL STATEMENTS. All records and financial statements, to include a copy of the independent audit report, shall be made available to authorized personnel from the State or Federal Program Office, the Examiners of Public Accounts or their

representatives, for audit and inspection purposes.

Where there is an apparent conflict among the Contract documents which cannot be resolved by interpretation, this document controls.

HIPAA CLAUSE. This Clause is necessitated by the application of the Health Insurance Portability and Accountability Act, being 42 U.S.C. §§ 1320d-1329d-8 as amended by § 262 of P.L.104-191, 110 Stat. 2020-2031 and § 264 of P.L.104-191 (42 U.S.C. § 1320d-2 as amended) and as further amended by Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009 (P. L. 111-5) and regulations promulgated thereunder (HIPAA). References in this clause are to the Code of Federal Regulations, hereinafter "CFR."

1. Definitions Terms used, but not otherwise defined, in this Clause shall have the same meaning as in the Department of Health and Human Services' Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and Security of Electronic Protected Health Information ("Security Rule"), 45 CFR Parts 160 through 164.

a. "Contractor" The Contractor herein. The Contractor is within the definition of a "Business Associate" under the Privacy and Security Rules. This term shall refer to Contractor and/or any of its Subcontractors or employees.

b. "Department" The Department herein. The Department is within the definition of a "Covered Entity" under the Privacy and Security Rules.

c. "Improper Disclosure" means actual disclosure (including mailing or e-mailing protected information to the wrong physical or e-mail addresses and posting of protected information to unauthorized websites), or loss of control of the protected information (including loss of records in transit, physical burglary, electronic record intrusion), and other events indicating that the protected information actually was disclosed to unauthorized parties or there is a reasonable likelihood that it may have been disclosed to unauthorized parties.

d. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(8).

e. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E.

f. "Proper Notification" to the Department means sending an electronic message to Pamela Barrett and Virginia Johns at the following e-mail addresses, Pam.Barrett@adph.state.al.us and Virginia.Johns@adph.state.al.us; and a written letter to Pamela Barrett and Virginia Johns at the following address, Alabama Department of Public Health, Bureau of Communicable Disease, 201 Monroe Street, Montgomery, AL 36104, within (forty-eight) (48) hours of the improper disclosure event. In the case that Contractor has reason to believe that receipt by neither of these parties was actually accomplished Contractor will notify John R. Wible at the following e-mail John.Wible@adph.state.al.us as soon as possible after recognizing the failure of the original notification.

g. "Protected Health Information (PHI)" means individually identifiable health information and Electronic Protected Health Information as found in 45 CFR § 160.103, except for that information in (a) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. § 12328, (b) records described at 20 U.S.C. § 12328 (a) (4) (B) (iv), and (c) employment records held by the Department in its role as employer, or as the term may otherwise be defined in 45 CFR § 164.501.

h. "Protected Individuals" means the Department's patient, or clients, or employees, former employees, their spouses, dependents, or other individuals whose protected information was provided by or on the Department's behalf to Contractor or its Subcontractors in connection with Contractor's services under this Contract.

i. "Protected Information" means individuals' Social Security Numbers; credit, banking, and other financial information; and protected health information, or information from an employee's or former employer's personnel or health information file.

j. "Required By Law" means any mandate contained in law that compels the Department to make a use or disclosure of Protected Health Information and that is enforceable in a court of law, including, but not limited to, court orders and court-ordered warrants, subpoenas or summons, a civil or an authorized investigative demand, Medicare conditions of participation (if applicable), statutes or regulations requiring the production of information, or as the term may otherwise be defined in 45 CFR § 164.103.

k. "Secretary" means The Secretary of the United States Department of Health and Human Services or his designee.

l. "Designated Record Set" means the medical and billing records maintained by or for the Department about a Department patient, or any other group of records used by or for the Department to make decisions about the patient.

m. "Security Rule" means the Security Standards for the Protection of Electronic Health Information at 45 CFR Part 160 and part 164, Subparts A and C.

2. Obligations and Activities of Contractor

a. Use and Disclosure of Protected Health Information. Contractor agrees not to use or further disclose Protected Health Information other than as permitted or required by this Contract or as required by law.

b. Safeguards Contractor shall use appropriate safeguards to prevent use or disclosure, of the Protected Health Information other than as provided for by this Contract.

c. Mitigation of Damages Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of

a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Contract.

d. Reporting Violations Contractor shall within five (5) days of becoming aware of a use or disclosure, or security incident in violation of this Contract, report the use, disclosure or security incident to the Department.

e. Agents and Contractors Contractor agrees to ensure that any agent, including a Subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the Department agrees to the same restrictions and conditions that apply through this Contract to Contractor with respect to such information.

f. Access to Protected Health Information If Contractor maintains a PHI Designated Record Set, Contractor shall, within five (5) days of a request by the Department for access to a patient's PHI, make available to the Department the requested PHI that Contractor maintains in Designated Record Sets, in accordance with 45 CFR §164.524.

g. Amendment of Protected Health Information If Contractor maintains PHI in a Designated Record Set, Contractor shall, within then (10) days of receiving a request from the Department for the amendment of a patient's PHI, incorporate the amendment into the information that Contractor maintains in a Designated Record Set in order to meet the requirements under 45 CFR §164.526.

h. Books and Records If Contractor maintains a Designated Record Set, Contractor agrees to make its facilities, internal practices, books, accounts, other sources of information and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the Department available to the Department, or at the request of the Department to the Secretary, during normal business hours or as otherwise directed by the Secretary for purposes of determining the parties' compliance with the applicable standards, implementation specifications, and other requirements of the Privacy Rule.

i. Accounting of Disclosures Contractor shall within ten (10) days of receiving notice from the Department that it has received a request from a patient for an accounting of disclosures of PHI, provide to the Department or, if so directed, to the patient or the patient's personal representative, information relating to disclosures of the PHI made, including (i) the date of the disclosure, (ii) the name of the entity or person who received the information, (iii) a brief description of the information disclosed, and (iv) a brief statement of the purpose of the disclosure which includes an explanation of the basis for the disclosure, pursuant to 45 CFR §164.528.

j. Implementing Safeguards for Electronic PHI (1) Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Department as required by the Security Rule. (2) Contractor agrees to ensure that any agent, including a Subcontractor to whom it provides this information agrees to implement reasonable and appropriate safeguards to protect the electronic protected health information.

k. Confidentiality In addition to any other protections provided for in this Contract, Contractor agrees to properly notify the Department within forty-eight (48) hours of learning of the event of any improper disclosure or suspected improper disclosure of protected information that Contractor or Contractor's Subcontractors receive, store, create, or transmit related to the Department's protected individuals.

Contractor further agrees to use its best efforts to determine how the improper disclosure of the protected information occurred and to take reasonable remedial action to prevent a recurrence. In addition, Contractor will remediate improper disclosures made by Contractor or its Subcontractors by covering the expenses related to timely notifying the affected protected individuals about the disclosure; and in the event of actual disclosure to cover the expenses related to procuring commercial monitoring of the affected protected individuals' security for a period of one (1) year, unless the Department consents that such monitoring is unnecessary in the particular circumstances surrounding the event. The Department will not unreasonably withhold such consent.

3. Permitted Uses and Disclosures by Contractor

a. Permitted Uses and Disclosures by Contractor Except as otherwise limited in this Contract, Contractor may use or disclose Protected Health Information on behalf of the Department, or to perform functions, activities, or provide services to, the Department or patients or clients of the Department for the purposes of providing health care to patients and clients in accordance with the Department's Confidentiality Policy, if such use or disclosure of Protected Health Information would not otherwise violate the Privacy Rule if such disclosure is made by the Department.

b. Uses for Management and Administration Purposes Except as otherwise limited in this Contract, Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.

c. Disclosures for Management and Administration Purposes Except as otherwise limited in this Contract, Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which the person is aware that the confidentiality of the information has been breached.

d. Data Aggregation Services. Except as otherwise limited in this Contract, Contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 42 CFR § 164.504(e)(2)(i)(B).

4. Obligations of the Department

a. Notification of Elected Limitations The Department shall provide Contractor with the Department's Privacy Notice which the Department produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

b. Notification of Changes in Authorization The Department shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.

c. Notification of Restrictions The Department shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR § 164.522.

5. Permissible Requests by the Department The Department shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Department except that if the Contractor will use or disclose protected health information for data aggregation or management and administrative activities of Contractor, such information may be requested.

6. Return of Information and Survival of the Terms of this Clause The provisions of this section shall survive the termination of this Contract and may constitute a continuing duty in perpetuity

a. Except as otherwise provided, upon termination of this Contract for any reason, Contractor shall delete, return or destroy all Protected Health Information maintained in a designated record set received from the Department, or created or received by Contractor on behalf of the Department or as a result of this Contract. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Contractor. Where such information is deleted or destroyed, Contractor shall provide the Department with an assurance of the deletion or destruction of such.

b. Except in accordance with normal business practices, Contractor shall retain no copies of the Protected Health Information.

c. In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the Department notification of the conditions that make return or destruction infeasible. Upon mutual Contract of the parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

7. Administrative Provisions

a. A reference in this Contract to a section of the Privacy or Security Rules shall mean that section as it is most recently amended.

b. The parties hereto agree to take action as is necessary to amend this Contract from time to time to maintain compliance with the Privacy Security Rules.

c. Interpretation. Any ambiguity in this Contract regarding the application of the Privacy and Security Rules shall be resolved in favor of a meaning which permits the parties hereto to comply with such Privacy Rules.

8. Enactment and Impact of ARRA Provisions

a. Contractor acknowledges that enactment of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5, commonly known as ARRA) amended certain provisions of HIPAA in ways that now affect, or will on future dates affect, the obligations of Department and Contractor under the Privacy and Security Rules.

b. Contractor agrees to comply, as of the applicable effective dates of each such HIPAA obligation relevant to business associates, with the requirements imposed by ARRA, including monitoring Federal guidance and regulations published thereunder and timely compliance with such guidance and regulations.

Contractor:

Jefferson County, Alabama - D/B/A Cooper Green Hospital
W. D. Carrington, President - Jefferson County Commission
COOPER GREEN MERCY HOSPITAL
Sandra Hullett, MD, CEO/Medical Director
Alabama Department of Public Health

This Contract has been reviewed as to content

APPROVED:

Virginia Johns, M.P.A., R.N., Deputy Director
Bureau of Communicable Disease
Alabama Department of Public Health

Donald E. Williamson, M.D. State Health Officer

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

Bowman, Brown, Carrington, Knight and Stephens.

Contract with Bard Peripheral is at the end of the Minutes due to changes in contract amount.

Mar-22-2011-186

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Ms. Carol Melton, Executive Director for "Victims' of Crime and Leniency" (VOCAL) for the use of the Jury Assembly Room for their annual vigil from 5:30 pm to 9 pm, on Thursday, April 14, 2011, and for the use of the County parking deck by participants without charge.

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

Mar-22-2011-187

WHEREAS, the Jefferson County Board of Zoning Adjustment consists of five (5) citizens of Jefferson County; and
WHEREAS, there has arisen a vacancy on said Board; and
WHEREAS, it is important to the proper and timely function of said Board that it have full membership; and
WHEREAS, Sarah Belcher has expressed a desire to serve on the Board of Zoning Adjustment for Jefferson County; and
WHEREAS, the Jefferson County Commission has determined that Ms. Belcher would be a dependable and capable addition to the membership of that Board.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Ms. Sarah Belcher is hereby appointed to the Jefferson County Board of Zoning Adjustment for a new term commencing immediately and ending December 31, 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.

Mar-22-2011-188

WHEREAS Cheryl Webb desires to serve on the Transit Advisory Committee.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Cheryl Webb to serve on the Transit Advisory Committee for a two (2) year term effective April 1, 2011 and ending March 31, 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.

Mar-22-2011-189

WHEREAS Shirley Worthington desires to serve on the Transit Advisory Committee.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Shirley Worthington to serve on the

Transit Advisory Committee for a two (2) year term effective April 1, 2011 and ending March 31, 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.

Mar-22-2011-190

WHEREAS, the month of April is recognized throughout these United States of America as Fair Housing Month; and

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, sets forth a national policy of fair housing without regard to race, color, national origin, religion, sex, familial status or disability; and

WHEREAS, Jefferson County, Alabama continues to affirmatively further fair housing for its citizens.

NOW, THEREFORE, the Jefferson County Commission does hereby proclaim April, 2011 as Fair Housing Month in Jefferson County, Alabama for the significance of fair housing to our way of life and encourages all residents to observe and support both the letter and spirit of the Fair Housing Law as an expression of the individual rights guaranteed by the United States Constitution.

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

Mar-22-2011-191

BE IT RESOLVED by the Jefferson County Commission that the Department of Community & Economic Development is authorized to transfer Fifty Thousand & 00/100 Dollars (\$50,000.00) from 2005 Unprogrammed Funds to the 2005 Volunteer Housing Project.

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

Mar-22-2011-192

WHEREAS, Jefferson County, Alabama (County) has applied for and received funding under the United States Department of Housing & Urban Development's Community Development Block Grant or CDBG program; and

WHEREAS, Jefferson County authorized in its year 2010 Annual Plan the use of a portion of its annual grant for Housing Rehabilitation Activities including the Volunteer Based Housing Rehabilitation Program pursuant to 24 CFR 570 of the CDBG regulations; and

WHEREAS, said Annual Plan authorizes the funding of Volunteer Based Housing Rehabilitation Program initiatives allowable as part of its Housing Rehabilitation Activities; and

WHEREAS, the COUNTY is desirous of obtaining the services of the Greater Birmingham Habitat for Humanity to provide needed home repairs under the Volunteer Based Housing Rehabilitation Program in support of the Habitat Build-a-Thon Project 2011, May 7-14, in the City of Midfield, Alabama.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Agreement between Jefferson County and Greater Birmingham Habitat for Humanity in the amount of \$50,000.00 to be paid for with CDBG - Federal Funds is hereby approved and the Commission President is authorized to sign said Agreement.

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

Mar-22-2011-193

WHEREAS, Jefferson County, Alabama has undertaken an Economic Development Loan Program utilizing Economic Development Administration (EDA) and Community Development Block Grant (CDBG) Funds in an effort to stimulate the economy and to provide jobs for low and moderate income persons, and which loans will be provided to businesses and industries located in unincorporated Jefferson County and the consortium area to be used for expansion of current operations or the establishment of new operations; and

WHEREAS, the City of Irondale has fulfilled the requirements necessary to obtain a loan under the provisions of said program and has the approval of the EDA/CDBG loan committee;

WHEREAS, Jefferson County wishes to provide such funds to the City of Irondale in the amount of Five Hundred Seventy Five Thousand (\$575,000.00) Dollars and that said loan will be funded with Federal EDA/CDBG/RLF monies.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the loan application for the City of Irondale that will provide funds for a FIAT dealership to be opened in Irondale with the Jefferson County Economic Development Loan Program is approved contingent upon validation of general obligation warrants.

NOW, THEREFORE BE IT FURTHER RESOLVED that the President of the Jefferson County Commission is hereby authorized to execute all documents necessary to establish and administer the loan transaction.

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T to install 4,031' of buried fiber and copper cable and an electronics cabinet beginning at 2204 Shannon Oxmoor Road.
2. AT&T to install 635' of buried cable beginning at 4953 Jim Goggans Road in the Bagley area.

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

Mar-22-2011-194

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close the Cherry Tree Lane Bridge over Little Shades Creek in order to remove and replace the deck, beginning Monday, March 28, 2011 and to be reopened by Friday, April 8, 2011.

The City of Vestavia and the Vestavia City School Board have granted ingress and egress rights to the County for the five residences located on Cherry Tree Lane west of Little Shades Creek. Upon approval by the Commission, an advance notice of closure will be posted at the bridge and each affected property owner, the City of Vestavia, the Vestavia City School Board, the Sheriff's Office and the Rocky Ridge Fire Department will be notified of the closure.

Temporary traffic control devices will be installed and maintained according to the Manual on Uniform Traffic Control Devices during the course of the work.

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

Mar-22-2011-195

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an NPDES Permit Certification and ROW Encroachment Certification to the Alabama Department of Transportation for the Bridge Replacement on Dickey Springs Road over Shades Creek project.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
PERMIT CERTIFICATION

Mr. D.E. Phillips, Jr., P.E.
County Transportation Engineer
Alabama Department of Transportation
Montgomery, AL 36110

Dear Mr. Phillips:

RE: Project No. BR-7004()
County No. JCP-37-55-07
County: Jefferson

This is to advise you that:

- () A permit will be required from the ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT concerning stormwater run-off from construction, excavation, land clearing, or other land disturbance activities and associated areas for the above referenced project. The County, under authority of the County Commission, will be responsible for acquiring this permit prior to the project pre-construction meeting or initiation of any construction activities by county forces.
- (X) There is no construction or other land disturbance activity being performed that will require a NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT covering stormwater run-off or any other State or Federal laws or regulations which will require a permit for the above referenced project. The total disturbance area, including equipment staging outside of the project limits, is less than 1 (one) acre (0.40 hectares).
- () This project will require a Corps of Engineers' Nationwide 404 permit. This project consists of a road crossing and involves a filled area of no more than 1/10 acres (0.04 hectares). There is no roadway fill in special aquatic sites, including wetlands.
- () This project meets the conditions covered in the Department of Defense Regulation 33 CFR Part 330 -NATION WIDE PERMITS and as approved in the Categorical Exclusion for the above referenced project.
- () This project will require a Corps of Engineers' 404 permit to cover a road crossing 611 consisting of more than 1/10 acres (0.04 hectares) or the roadway fill occurs in special aquatic sites, including wetlands.
- () This project will not require a Corps of Engineers' Nationwide 404 permit.

CERTIFIED BY:

E. Wayne Sullivan, County Engineer

CONCURRED

_____, Division Engineer

W. D. Carrington, President
County Commission

RIGHT-OF WAY ENCROACHMENT CERTIFICATE

February 25, 2011

Mr. D.E. Phillips, Jr., P.E.
County Transportation Engineer
Alabama Department of Transportation
1409 Coliseum Blvd.
Montgomery, AL 36110

RE: Project No. BR-7004()
County No. JCP-37-55-07
Bridge Replacement on Dickey Springs Road
Over Shades Creek
Jefferson County

Dear Mr. Phillips:

This is to certify that any right-of-way encroachments, such as non-breakaway mailboxes, brick columns, fences, utility poles in clear zone, buildings, etc., will be removed prior to authorization of the project. Also, the non-contract work associated with this project to be done as part of the project, such as shoulder widening (including shoulder widening for guardrail), ditching, pipe extensions, clearing, and other similar items of work, will be completed prior to authorization of the project. Other required work that is not a part of the contract, such as shoulder flushing, guardrail, grassing, permanent paint striping, signing, and bridge or culvert approach work must be completed within 60 calendar days of the completion of the contract work.

It is understood that failure to remove the right-of-way encroachments and to complete non-contract work associated with the project could result in withdrawal of Federal and/or State funds from the project.

Sincerely,

David Carrington, President
Jefferson County Commission

CERTIFICATION: This project has been inspected by me/my representative and all encroachments have been removed and Non-contract items of work required for to authorization have been completed.

E. Wayne Sullivan, COUNTY ENGINEER
_____, DIVISION ENGINEER

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

Mar-22-2011-196

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: March 7, 2011
Purpose: Payment to Judge of Probate - Bessemer - Cost Bill Case No. 44249 01 - in the matter of CONDEMNATION
Jefferson County vs. Gregory Pack, et al. Project No. STPBH-7002(600) - Tract No. 10C
Morgan Road Widening
Price: \$60,943.32
Pay to the order of: Judge of Probate
Mailing Address: Probate Ct.
Bessemer, AL 35020

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

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

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

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

Mar-22-2011-197

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of Roads and Transportation, the President is authorized to execute the attached road deed for Linndale Road #124.015, Tract No. 10. This parcel was purchased by Jefferson County in fee as a whole tract and now needs to be deeded to right of way.

RIGHT-OF-WAY DEED (ROAD)
Linndale Road # 124.015
Tract 10

February 11, 2011
Jefferson County
THIS INSTRUMENT PREPARED BY
Kelly Watson, Land Acquisition Agent
Room A-200 Courthouse
716 Richard Arrington, Jr. Blvd. N
Birmingham, AI 35013

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One and no/100 Dollars (\$1.00) cash in hand

paid by Jefferson County, a political subdivision of the State of Alabama, the receipt whereof is hereby acknowledged, we, the undersigned, do hereby grant, bargain, sell and convey unto the said Jefferson County, its successors and assigns, a right-of-way and easement for public purposes, including a public road and appurtenances, including drainage facilities, underground water and sewer lines and other public utilities and devices both below and above ground. Said right-of-way being located in Jefferson County, Alabama and described as follows, to-wit:

A parcel of right of way being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of the Southwest 1/4, Section 4, Township 1b South, Range 4 West for a Point of Beginning of an irregular shaped parcel of right of way, thence run north along the west 1/4 - 1/4 line a distance of 400.00 feet; thence turn 90° 00' right for a distance of 72.42 feet to the centerline of a public road; thence turn 79° 41' right for a distance of 288.72 feet; thence turn 7° 25' right for a distance of 118.80 feet; thence turn 93° 59' right for a distance of 130.00 feet to the Point of Beginning and the end of said parcel of right of way.

For the consideration aforesaid, the undersigned do grant, bargain, sell and convey unto said County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or maintenance of any improvement or obstruction on, over, across or upon said area herein conveyed without the written permission from Jefferson County.

In consideration of the benefit to the property of the undersigned by reason of the construction of said improvement, the undersigned hereby release Jefferson County, the State of Alabama, and/or the United States of America, and/or any of their agents, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said improvement, and the undersigned do hereby admit and acknowledge that said improvement, if and when constructed, will be a benefit to the property of the undersigned.

The undersigned covenant with said Jefferson County that the undersigned are seized in fee-simple of said premises and have a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend title to the foregoing strip of ground from and against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 22nd day of March, 2011.

ATTEST:

JEFFERSON COUNTY, ALABAMA

Minute Clerk

W. D. Carrington, President

Jefferson County Commission

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

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

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

Mar-22-2011-198

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

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

Department: Roads & Transportation

Date: March 10, 2011

Purpose: Payment to Judge of Probate - Bessemer - Cost Bill Case No. 44248 01 - in the matter of CONDEMNATION
Jefferson County vs. Earl S. Usher, Bessemer Area YMCA, et al. Project No. STPBH-7002(600)

Tract No. 37 Morgan Road Widening

Price: \$452,376.50

Pay to the order of: Judge of Probate

Mailing Address: Probate Ct.

Bessemer, AL 35020

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

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

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

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

Mar-22-2011-199

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: March 10, 2011
Purpose: Payment to Judge of Probate - Bessemer - Cost Bill Case No. 44210 02 - in the matter of CONDEMNATION
Jefferson County vs. Harold Biddie, as Trustee, et al.
Tracts 41, 62 and 63 - Project No. STPBH-7002(600) Morgan Road Widening
Price: \$87,756.74
Pay to the order of: Judge of Probate
Mailing Address: Probate Ct.
Bessemer, AL 35020

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

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

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

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

Mar-22-2011-200

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: March 10, 2011
Purpose: Payment to Judge of Probate - Bessemer - Cost Bill Case No. 44261 01 in the Matter of Condemnation
Jefferson County vs. William H. Fargason, et al. Project No. STPBH-7002(600) -Tract 16 and 19
Morgan Road Widening
Price: \$18,576.50
Pay to the order of: Judge of Probate
Mailing Address: Probate Ct.
Bessemer, AL 35020

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

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

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

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

Mar-22-2011-201

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: March 10, 2011
Purpose: Payment to Judge of Probate - Bessemer - Cost Bill Case No. 44247 01 and 02 in the Matter of Condemnation
Jefferson County vs. David T. Gaut, et al. Project No. STPBH-7002(600) -Tract 25
Morgan Road Widening
Price: \$227,283.00
Pay to the order of: Judge of Probate
Mailing Address: Probate Ct.
Bessemer, AL 35020

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

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

Stephens, Knight, Bowman, Brown and Carrington.

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

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

Mar-22-2011-202

WHEREAS, the Alabama Department of Senior Services - Alzheimer's Disease and Related Disorders (ADRD) have developed community based Alzheimer's interventions targeting those diagnosed in the early stages of ADRD and their caregivers and has awarded Jefferson County Office of Senior Citizen Services a training grant in the amount of \$2,000; and

WHEREAS, this grant will be used to train six (6) Area Agency staff, two (2) Ombudsman's, one (1) Cares Coordinator; two (2) Case Managers, and one (1) I & R Coordinator. This training will be done in conjunction with the Area Agency of West Alabama Regional Commission; and

WHEREAS, the grant requires no additional or matching funds and will be for the period February 1, 2011 through March 31, 2011.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to allow the Office of Senior Citizens Services to set up and expend \$2,000.00 in grant funds from the Alabama Department of Senior Services to cover the expense cost for training for these individuals.

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

Mar-22-2011-203

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment to the agreement between Jefferson County, Alabama, through the Office of Senior Citizen Services and Youth In Aging to increase contract in the amount of \$40,100 to provide a Volunteer Coordinator.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Senior Citizens Services, hereinafter called "the County," and Youth In Aging, hereinafter called "the Contractor".

WITNESSETH:

WHEREAS, the county desires to amend the contract; and

WHEREAS, the Contactor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on November 23, 2010 and was recorded in Minute Book 161, Page 31 is hereby amended as follows:

The contract is amended to increase the contract amount of \$40,100.00 in order to provide a Volunteer Coordinator for the State Health Insurance Program to assist in outreach and enrollment in the CMS-Tier 1-4 zip code and to recruit volunteers to assist in the State Health Insurance Program.

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

JEFFERSON COUNTY, AL

David Carrington, President

Jefferson County Commission

CONTRACTOR

Youth In Aging

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

REQUEST FOR CERTIFICATION

Cooper Green Mercy Hospital - CCU - 7South

Staff Registered Nurse

Cooper Green Mercy Hospital - Labor/Delivery

Flexipool Staff Nurse

Cooper Green Mercy Hospital - Geri Psych

Medical Clerk

Cooper Green Mercy Hospital - Emergency Room

Nursing Technician

Cooper Green Mercy Hospital - Laboratory

Medical Laboratory Technician

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

Mar-22-2011-204

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action:

Anthony D. Williams, Sheriff's Office was granted a military leave of absence from February 16, 2010 to January 1, 2011 and the amount of pension contributions due Anthony D. Williams is \$2,834.79 plus the County matching contributions of \$2,834.79 for a total of \$5,669.58.

Jeremy Romine, Sheriff's Office was granted a military leave of absence from February 2, 2010 to January 2, 2011 and the amount of pension contributions due Jeremy Romine is \$2,609.33 plus the County matching contributions of \$2,609.33 for a total of \$5,218.66.

Kevin Austin, Sheriff's Office was granted a military leave of absence from June 27, 2010 to January 29, 2011 and the amount of pension contributions due Kevin Austin is \$1,290.52 plus the County matching contributions of \$1,290.52 for a total of \$2,581.04.

Donald L. Whitsitt, Sheriff's Office was granted a military leave of absence from September 27, 2010 to January 1, 2011 and the amount of pension contributions due Donald L. Whitsitt is \$669.65 plus the County matching contributions of \$669.65 for a total of \$1,339.30.

Voncile Patterson, Environmental Services was granted a military leave of absence from February 15, 2010 to November 01, 2010 and from November 1, 2010 to December 13, 2010 and the amount of pension contributions due Voncile Patterson is \$1,987.46 plus the County matching contributions of \$1,987.46 for a total of \$3,974.92.

Malinda Stubbs Parker, Tax Collector -Birmingham was granted a military leave of absence from July 17, 2010 to September 28, 2010 and from September 28, 2010 to December 22, 2010 and the amount of pension contributions due Malinda Stubbs Parker is \$1,684.25 plus the County matching contributions of \$1,684.25 for a total of \$3,368.50.

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

Mar-22-2011-205

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.

Agreement with Technical Innovation to provide audio and visual maintenance services to the Personnel Board of Jefferson County's test administration facility for the period March 1, 2011 through September 1, 2011 in the amount of \$16,000.

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

Mar-22-2011-206

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION AS FOLLOWS:

Section A. That the Jefferson County Commission proposes to consider the adoption of a electrical code by ordinance as authorized by Act No. 676 of the Regular Session of the Legislature of Alabama of 1967, approved September 8, 1967, (Alabama Acts, 1967, pp. 1501-1503), and Act No. 1055 of the Regular Session of the Legislature of Alabama of 1975, approved October 10, 1975, (Alabama Acts, 1975, pp. 2116 - 2218), and will hold a public hearing thereon at the regular meeting of the Jefferson County Commission to be held in the Jefferson County Commission Chambers in the County Courthouse in Birmingham, Alabama, on the 12th day of April, 2011, at 9:00 A.M.. Said code shall be known as the "Electrical Code of Jefferson County, Alabama, 2011."

Section B. That three (3) copies of said proposed the "Electrical Code of Jefferson County, Alabama, 2011" shall be filed in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 270-2, Courthouse; the office of the Director of Inspection Services of Jefferson County, Alabama, Room B200, Courthouse; and the office of the Commissioner of Inspection Services of Jefferson County, Alabama, Suite 220, Courthouse, by the 28th day of March, 2011, for the use and examination by the public during the regular business hours of said offices from said date until 9:00 A. M. on the 12th day of April, 2011.

Section C. That the Director of Inspection Services of Jefferson County, Alabama, be and he is hereby authorized, empowered, and directed to cause fifteen (15) days notice to be given of the time, place and purpose of the public hearing provided for in Section A. of this resolution by publication of such notice once a week for three successive weeks in a newspaper of general circulation in Jefferson County, which said notice shall be in words and figures as follows:

NOTICE OF PROPOSAL BY THE JEFFERSON COUNTY COMMISSION
TO ADOPT AN ELECTRICAL CODE FOR JEFFERSON COUNTY, ALABAMA,
BY ORDINANCE AND OF A PUBLIC HARING THEREON.

Notice is hereby given that the Jefferson County Commission proposes to consider the adoption of an electrical code for Jefferson County, Alabama, to be known as the "Electrical Code of Jefferson County Alabama, 2011," by ordinance, in order to revise, update and amend the "Electrical Code of Jefferson County, Alabama, 2002," and that a public hearing thereon will be held at the regular meeting of the Jefferson County Commission, in the Courthouse in Birmingham, Alabama, at 9:00 A.M. on the 12th day of April, 2011, for the consideration of the same. Three (3) copies of said proposed "Electrical Code of Jefferson County, Alabama, 2011" (consisting of the "2011 Edition of the National Electrical Code" that was adopted by the National Fire Protection Association, Inc., at it annual meeting on June 7 - 10, 2010, in Las Vegas, Nevada, which code has been copyrighted, and the "Special Provisions," which modify, revise or are in addition to provisions contained in the "2011 Edition of National Electrical Code") will be on file in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 270-2, Courthouse; the office of the Director of Inspection Services of Jefferson County, Alabama, Room B200, Courthouse; and the office of the Commissioner of Inspection Services of Jefferson County, Alabama, Suite 220, Courthouse, by the 28th day of March, 2011, for the use and examination by the public during the regular business hours of said offices from said date until 9:00 A.M. on the 12th day of April, 2011.

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

Mar-22-2011-207

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION AS FOLLOWS:

Section A. That the Jefferson County Commission proposes to consider the adoption of a plumbing code by ordinance as authorized

by Act No. 676 of the Regular Session of the Legislature of Alabama of 1967, approved September 8, 1967, (Alabama Acts, 1967, pp. 1501-1503), and Act No. 1055 of the Regular Session of the Legislature of Alabama of 1975, approved October 10, 1975, (Alabama Acts, 1975, pp. 2116 -- 2218), and will hold a public hearing thereon at the regular meeting of the Jefferson County Commission to be held in the Jefferson County Commission Chambers in the County Courthouse in Birmingham, Alabama, on the 12th day of April, 2011, at 9:00 A.M.. Said code shall be known as the "Plumbing Code of Jefferson County, Alabama, 2009."

Section B. That three (3) copies of said proposed the "Plumbing Code of Jefferson County, Alabama, 2009" shall be filed in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 270-2, Courthouse; the office of the Director of Inspection Services of Jefferson County, Alabama, Room B200, Courthouse; and the office of the Commissioner of Inspection Services of Jefferson County, Alabama, Suite 220, Courthouse, by the 28th day of March, 2011, for the use and examination by the public during the regular business hours of said offices from said date until 9:00 A.M. on the 12th day of April, 2011.

Section C. That the Director of Inspection Services of Jefferson County, Alabama, be and he is hereby authorized, empowered, and directed to cause fifteen (15) days notice to be given of the time, place and purpose of the public hearing provided for in Section A. of this resolution by publication of such notice once a week for three successive weeks in a newspaper of general circulation in Jefferson County, which said notice shall be in words and figures as follows:

NOTICE OF PROPOSAL BY THE JEFFERSON COUNTY COMMISSION
TO ADOPT A PLUMBING CODE FOR JEFFERSON COUNTY, ALABAMA,
BY ORDINANCE AND OF A PUBLIC HARING THEREON.

Notice is hereby given that the Jefferson County Commission proposes to consider the adoption of a plumbing code for Jefferson County, Alabama, to be known as the "Plumbing Code of Jefferson County Alabama, 2009," by ordinance, in order to revise, update and amend the "Plumbing Code of Jefferson County, Alabama 2003," and that a public hearing thereon will be held at the regular meeting of the Jefferson County Commission, in the Courthouse in Birmingham, Alabama, at 9:00 A.M. on the 12th day of April, 2011, for the consideration of the same. Three (3) copies of said proposed "Plumbing Code of Jefferson County, Alabama, 2009" (consisting of the "2009 Edition of the International Plumbing Code" published by the International Code Council, Incorporated, 4501 West Flossmoor Road, Country Club Hills, Illinois 60478; and the "Special Provisions," which modify, revise or are in addition to provisions contained in the "2009 Edition of the International Plumbing Code") will be on file in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 270-2, Courthouse; the office of the Director of Inspection Services of Jefferson County, Alabama, Room B200, Courthouse; and the office of the Commissioner of Inspection Services of Jefferson County, Alabama, Suite 220, Courthouse; by the 28th day of March, 2011, for the use and examination by the public during the regular business hours of said offices from said date until 9:00 A.M. on the 12th day of April, 2011.

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

Mar-22-2011-208

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION AS FOLLOWS:

Section A. That the Jefferson County Commission proposes to consider the adoption of a fuel gas code by ordinance as authorized by Act No. 676 of the Regular Session of the Legislature of Alabama of 1967, approved September 8, 1967, (Alabama Acts, 1967, pp. 1501-1503), and Act No. 1055 of the Regular Session of the Legislature of Alabama of 1975, approved October 10, 1975, (Alabama Acts, 1975, pp. 2116 - 2218), and will hold a public hearing thereon at the regular meeting of the Jefferson County Commission to be held in the Jefferson County Commission Chambers in the County Courthouse in Birmingham, Alabama, on the 12th day of April, 2011, at 9:00 A.M.. Said code shall be known as the "Fuel Gas Code of Jefferson County, Alabama, 2009."

Section B. That three (3) copies of said proposed "Fuel Gas Code of Jefferson County, Alabama, 2009" shall be filed in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 270-2, Courthouse; the office of the Director of Inspection Services of Jefferson County, Alabama, Room B200, Courthouse; and the office of the Commissioner of Inspection Services of Jefferson County, Alabama, Suite 220, Courthouse, by the 28th day of March, 2011, for the use and examination by the public during the regular business hours of said offices from said date until 9:00 A. M. on the 12th day of April, 2011.

Section C. That the Director of Inspection Services of Jefferson County, Alabama, be and he is hereby authorized, empowered, and directed to cause fifteen (15) days notice to be given of the time, place and purpose of the public hearing provided for in Section A. of this resolution

by publication of such notice once a week for three successive weeks in a newspaper of general circulation in Jefferson County, which said notice shall be in words and figures as follows:

NOTICE OF PROPOSAL BY THE JEFFERSON COUNTY COMMISSION
TO ADOPT A FUEL GAS CODE FOR JEFFERSON COUNTY, ALABAMA,
BY ORDINANCE AND OF A PUBLIC HARING THEREON.

Notice is hereby given than the Jefferson County Commission proposes to consider the adoption of a fuel gas code for Jefferson County, Alabama, to be known as the "Fuel Gas Code of Jefferson County Alabama, 2009," by ordinance, in order to revise, update and amend the "Gas Code of Jefferson County, Alabama 2003," and that a public hearing thereon will be held at the regular meeting of the Jefferson County Commission, in the Courthouse in Birmingham, Alabama, at 9:00 A.M. on the 12th day of April, 2011, for the consideration of the same. Three (3) copies of said proposed "The Fuel Gas Code of Jefferson County, Alabama, 2009" (consisting of the "2009 Edition of the International Fuel Gas Code" published by the International Code Council, Incorporated, 4501 West Flossmoor Road, Country Club Hills, Illinois 60478; and the "Special Provisions," which modify, revise or are in addition to provisions contained in. the "2009 Edition of the International Fuel Gas Code") will be on file in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Rom 270-2, Courthouse; the office of the Director of Inspection Services of Jefferson County, Alabama, Room B200, Courthouse; and the office of the Commissioner of Inspection Services of Jefferson County, Alabama, Suite 220, Courthouse, by the 28th day of March, 2011, for the use and examination by the public during the regular business hours of said offices from said date until 9:00 A.M. on the 12th day of April, 2011.

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

Mar-22-2011-209

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION AS FOLLOWS:

Section A. That the Jefferson County Commission proposes to consider the adoption of a building code by ordinance as authorized by Act No. 676 of the Regular Session of the Legislature of Alabama of 1967, approved September 8, 1967, (Alabama Acts, 1967, pp. 1501 -1503), and Act No. 1055 of the Regular Session of the Legislature of Alabama of 1975, approved October 10, 1975, (Alabama Acts, 1975, pp. 2116 - 2218), and will hold a public hearing thereon at the regular meeting of the Jefferson County Commission to be held in the Jefferson County Commission Chambers in the County Courthouse in Birmingham, Alabama, on the 12th day of April, 2011, at 9:00 A.M.. Said code shall be known as the "Building Code of Jefferson County, Alabama, 2009."

Section B. That three (3) copies of said proposed "Building Code of Jefferson County, Alabama, 2009" shall be fled in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 270-2, Courthouse; the office of the Director of Inspection Services of Jefferson County, Alabama, Room B200, Courthouse; and the office of the Commissioner of Inspection Services of Jefferson County, Alabama, Suite 220, Courthouse by the 28th day of March, 2011, for the use and examination by the public during the regular business hours of said offices from said date until 9:00 A. M. on the 12th day of April, 2011.

Section C. That the Director of Inspection Services of Jefferson County, Alabama, be and he is hereby authorized, empowered, and directed to cause fifteen (15) days notice to be given of the time, place and purpose of the public hearing provided for in Section A. of this resolution by publication of such notice once a week for three successive weeks in a newspaper of general circulation in Jefferson County, which said notice shall be in words and figures as follows:

NOTICE OF PROPOSAL BY THE JEFFERSON COUNTY COMMISSION
TO ADOPT A BUILDING CODE FOR JEFFERSON COUNTY, ALABAMA,
BY ORDINANCE AND OF A PUBLIC HARING THEREON.

Notice is hereby given that the Jefferson County Commission proposes to consider the adoption of a building code for Jefferson County, Alabama, to be known as the "Building Code of Jefferson County Alabama, 2009," by ordinance, in order to revise, update and amend the "Building Code of Jefferson County, Alabama 2003," and that a public hearing thereon will be held at the regular meeting of the Jefferson County Commission, in the Courthouse in Birmingham, Alabama, at 9:00 A.M. on the 12th day of April, 2011, for the consideration of the same. Three (3) copies of said proposed "Building Code of Jefferson County, Alabama, 2009" (consisting of the "2009 Edition of the International Building Code," and the "2009 Edition of the International Residential Code," both published by the Intemational Code Council, Incorporated, 4501 West Flossmoor Road, Country Club Hills, Illinois 60478; and the "Special Provisions," which modify, revise or are in addition to provisions contained in the "2009 Edition of the International Building Code," and the "2009 Edition of the International

Residential Code") will be on file in the office of the County Commission Minute Clerk of Jefferson County, Alabama, Room 270-2, Courthouse; the office of the Director of Inspection Services of Jefferson County, Alabama, Room B200, Courthouse; and the office of the Commissioner of Inspection Services of Jefferson County, Alabama, Suite 220, Courthouse; by the 28th day of March, 2011, for the use and examination by the public during the regular business hours of said offices from said date until 9:00 A.M. on the 12th day of April, 2011.

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

Mar-22-2011-210

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

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

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

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

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

Z-2010-030 Mary Ann Smith, owner. Change of zoning on parcel ID# 8-1-1-0-1.2 in Section 1 Twp 15 Range 2 West from 1-3 (Industrial) to A-1 (Agriculture) for a mobile home. (Case Only: 3741 Redman Hall Road, Pinson, AL 35126) (BRADFORD) (1.6 Acres M/L)
RESTRICTIVE COVENANTS: 1. The driveway location shall be subject to approval by the Jefferson County Department of Roads and Transportation; and, 2. there shall be no more than one mobile home on the property.

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2010-030 be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Mar-22-2011-211

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following liquor application, be and hereby is approved.

B-2011-001 SNK Inc., Jalali Sajid, Ali Kareem, Hakani Sadruddin, Khoja Nasruddin, members/operators- applicant d/b/a Star Food Mart 13, requests approval of an off-premise retail beer and an off-premise retail table wine license. Parcel ID# 04-27 0-000-008.001 in Section 27, Twp 14, R 4West Zoned C-1 (Commercial) (Site Address: 9999 Corner School Rd, Warrior, AL 35180) (Warrior)

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

Mar-22-2011-212

RESOLUTION TO PARTICIPATE IN GRANT PARTNERSHIP LED BY THE
JEFFERSON COUNTY DEPARTMENT OF HEALTH

WHEREAS, the Jefferson County Department of Health is lead applicant for the grant opportunity "Health Impact Assessment to Foster Healthy Community Design" (CDCRFA-EH11-1104) offered from Centers for Disease Control and Prevention, and this initiative provides the opportunity to build upon the current Communities Putting Prevention to Work initiative, the purpose of which is to improve nutrition and physical activity with the goal of reducing obesity; and

WHEREAS, the improvement of the built environment will have a positive effect on nutrition and physical activity; and

WHEREAS, the Department of Land Planning and Development Services is a member of the Jefferson County Health Action Partnership, partnering with the Jefferson County Department of Health in their Communities Putting Prevention to Work grant; and

WHEREAS, the intent of the "Health Impact Assessment to Foster Healthy Community Design" initiative is intended to give local governments the tools to assess the health impacts of development plans and development regulations; and

WHEREAS, the proposed Grant would provide training and funding for staff time up to potentially \$30,000 for each year of the Grant to the Department of Land Planning and Development Services to do a Health Impact Assessment of current plans and regulations and provide the tools to continue to assess health impacts of any proposed regulation or plan changes in the future; and

WHEREAS, the proposed partners in the effort include the Jefferson County Department of Health, the Community Foundation of Greater Birmingham, United Way of Central Alabama, and the Regional Planning Commission of Greater Birmingham.

NOW, THEREFORE, BE IT RESOLVED, that the Jefferson County Commission does hereby support the application for "Health Impact Assessment to Foster Healthy Community Design" and authorizes the President of the Commission to sign a letter in support of the project to be included in the Grant Application to be submitted by the Jefferson County Department of Health.

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

Mar-22-2011-213

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that authorization is hereby given for Land Planning and Development Services to register for the SESWA Webinar Series that provides practical information regarding establishing a storm water utility, a growing trend among storm water programs nationwide. The cost of the webinar series is \$445.00 for five webinar broadcasts. The current budget for staff development is \$5,201.48.

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

Mar-22-2011-214

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of John W. Wilson to serve on the Birmingham Fire District Board of Directors, for a five year term ending January 2016, be and hereby is approved.

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

JEFFERSON COUNTY COMMISSION
Finance Department

Unusual Demands
3/22/2011

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR KRONOS EQUIPMENT RETURNED FOR REPAIR.	GEN SVCS: ADMIN	10.12	1900048692
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR REVENUE MAILOUT	GEN SVCS: ADMIN	18.20	1900048777
DISTRICT 1	1000193	JEFFERSON CO TREASURER	JANITORIAL SUPPLIES AND STAMPS FOR SEWER BLG MAIL	GEN SVCS: ADMIN	81.24	1900048919
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR BOARD OF REGISTRARS MAILOUT	GEN SVCS: ADMIN	56.00	1900048938
DISTRICT 1	1000240	GIATTINA FISHER AYCOCK	REIMBURSABLE EXPENSES	GEN SVCS: ADMIN	152.38	1900049036
*DISTRICT 1					317.94	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REIMB J.WILLIAMS GERIATRICE EDUCATION CONFE	SENIOR CITIZEN SERVICES	30.00	1900048684
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL LICENSE FEE FOR FINGERPRINT (HAZMAT)	R&T: HIWAY MAINT-KETONA	89.25	1900049057
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL & 5 GALLON BUCKETS	R&T: HIWAY MAINT-BESS	66.40	1900048965
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL & TEST FEE FOR MALCOM CALVERT	R&T: HIWAY MAINT-KETONA	55.50	1900048931
DISTRICT 2	1001339	PROBATE COURT OF	PAYCOSTBILL208737CONDEM .B'HAMPRO. SWEENEY H.	R&T: ADMIN	102,136.20	1900048596
DISTRICT 2	1025278	ALLIANCE OF INFORMATION &	2011 MEMBERSHIP RENEWAL	SENIOR CITIZEN SERVICES	75.00	1900048687
DISTRICT 2	1027184	JANICE L WILLIAMS	REIMBURSE J.WILLIAMS FOR TRAINING ON FEB. 8, 2011	SENIOR CITIZEN SERVICES	60.00	1900049291
*DISTRICT 2					102,512.35	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	POSTAGE FOR MAILING SCANNERS FOR REPAIR	SHER CORRECT-BHAM	7.94	1900048614
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ALLEN: WIRELESS DOORBELL	INFO TECH: TECHN SER	29.97	1900048883
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PROBATED LEVIES/CIVIL DIVISION	SHERIFF ENFORCE-BHAM	80.00	1900048933
*DISTRICT 3					117.91	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - EOC ACT. FOOD, KITCHEN SUPPLIES, BACKDROPS	EMA	328.53	1900048921
DISTRICT 4	1000193	JEFFERSON CO TREASURER	REFRESHMENTS/EXECUTIVE MEETING	FC ADMIN SERVICES	31.27	1900048907
DISTRICT 4	1000193	JEFFERSON CO TREASURER	TRAVEL REIMB - HW R335: ADM PUB ASST COMM REC	EMA	22.18	1900049043
DISTRICT 4	1001391	ALLEN W KNIPFHER	TRAVEL REIMB - AK E968: NIMS AH LOGISTICS TTT	EMA	87.89	1900048760
*DISTRICT 4					469.87	
DISTRICT 5	1024622	ARNOLD FREEMAN	ASSESSORREIMB-FREEMAN-0111POLICELIEUTDEVELOP	PER BD: TESTING	171.00	1900048970
DISTRICT 5	1024709	REGINALD GRIGSBY	ASSESSORREIMB-GRIGSBY-0111POLICECAPTAINDEV	PER BD: TESTING	227.55	1900048971
DISTRICT 5	1027393	JEFFREY PERKINS	ASSESSORREIMB-PERKINS-0910FIRELIEUTASSMT	PER BD: TESTING	230.30	1900048967
DISTRICT 5	1027446	DELMA ALLEN	ASSESSORREIMB-ALLEN-0111POLICELIEUTDEV	PER BD: TESTING	192.82	1900049099
DISTRICT 5	1027447	RALEIGH FLOWERS	ASSESSORREIMB-FLOWERS-0111POLICELIEUTDEV	PER BD: TESTING	175.00	1900049098
DISTRICT 5	1027448	KATHY GARLAND	ASSESSORREIMB-GARLAND-0111POLICELIEUTDEV	PER BD: TESTING	125.00	1900049097
DISTRICT 5	1027449	JOYCE JORDAN-SANDERS	ASSESSORREIMB-SANDER-0111POLICELIEUTDEV	PER BD: TESTING	260.27	1900049096
DISTRICT 5	1027450	KATHLEEN WUORINEN	ASSESSORREIMB-WUORINEN-0111POLICELIEUTDEV	PER BD: TESTING	148.00	1900049084
DISTRICT 5	1027451	KENNETH MILLER	ASSESSORREIMB-MILLER-0111POLICELIEUTDEV	PER BD: TESTING	190.39	1900049094
DISTRICT 5	1027452	GEORGE MASON	ASSESSORREIMB-MASON-0111POLICELIEUTDEV	PER BD: TESTING	183.10	1900049100
DISTRICT 5	1027453	ALEXANDER MEARS	ASSESSORREIMB-MEARS-0111POLICELIEUTDEV	PER BD: TESTING	268.37	1900049095
DISTRICT 5	1027454	JAMES RYALL	ASSESSORREIMB-RYALL-0111POLICELIEUTDEV	PER BD: TESTING	314.54	1900049085
*DISTRICT 5					2,486.34	
ESD REC	1000193	JEFFERSON CO TREASURER	HINGES,SILICONE,OIL SEAL,BEARING,WIRE STRIPPER	ES: PKAGE WWTP & PUMP STA	201.45	1900048954
ESD REC	1000193	JEFFERSON CO TREASURER	HANDLE;STAMP;UNIFORM;NOZZLE;SEAL;BATTERY;WATER	ES: FIVE MILE CREEK WWTP	252.78	1900048616
ESD RE	1000193	JEFFERSON CO TREASURER	WATER FOR 5-MILE PLANT	ES: FIVE MILE CREEK WWTP	24.00	1900048615
ESD REC	1000193	JEFFERSON CO TREASURER	PURCHASED PRUNER & LOPPER FOR PLANT TREES	ES: LEEDS WWTP	27.94	1900048914
ESD REC	1000193	JEFFERSON CO TREASURER	VERTICAL FILE CABINET	ES: FIVE MILE CREEK WWTP	209.95	1900048767
ESD REC	1000193	JEFFERSON CO TREASURER	MASTERS CERTIFICATE RENEWAL	ES: INSTRUMENT SHOP	50.00	1900048917
ESD REC	1000193	JEFFERSON CO TREASURER	ICEMAKER FILTER,NAILS,DRYWALL SCREWS,HEX NUTS,WASH	ES: PKAGE WWTP & PUMP STA	413.16	1900048920
ESD REC	1000193	JEFFERSON CO TREASURER	POSTAGE	ES: SANITATION ADMIN	16.04	1900048863
ESD REC	1000193	JEFFERSON CO TREASURER	ADAPTR;ELBOW;WIRE ROPE;BALL VALVE;DE-ICER;BULB;KEY	ES: FIVE MILE MAINT SHOP	142.36	1900048766
ESD REC	1027241	JOY BOLT	REFUND FOR OVERPAYMENT & FB # W0-54655(D)	FINANCE SEWER SERVICES	37.50	1900048792
ESD REC	1027346	GERALDINE M MUNCHER	REFUND FOR OVERPAYMENT & FB # L1-53603794(D)	FINANCE SEWER SERVICES	34.34	1900048798
ESD REC	1027347	EUGENE STRICKLAND	REFUND FOR OVERPAYMENT # L4-89009301(C)	FINANCE SEWER SERVICES	56.83	1900048796
ESD REC	1027382	ROBERT MILLER	REFUND FOR OVERPAYMENT & FB # W0-40814(D)	FINANCE SEWER SERVICES	16.91	1900048790
ESD REC	1027383	ELMER C LOLLEY JR	REFUND FOR OVERPAYMENT & FB # W0-60477(D)	FINANCE SEWER SERVICES	81.65	1900048788
*ESD REC					1,564.91	
**					107,469.32	

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

Mar-22-2011-215

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Finance Department for the disposal and transfer of equipment, be and hereby is approved.

DISPOSALS REQUESTED:

FLEET:

16000000374	4 DR FORD SEDAN CROWN VICTORIA	6) OBSOLETE OR NO LONGER IN DEPT
16000000402	SUV AT4 BRONCO 95 (A951201)	6) OBSOLETE OR NO LONGER IN DEPT
160000003918	REMOTE PLATFORM 181N*181N	6) OBSOLETE OR NO LONGER IN DEPT

TRANSFERS REQUESTED:

		FROM:	TO:
16000000489	TRUCK S BOOM	7310	7313
16000001269	SEDAN 4DR TAURUS 00 (A005401)	4400	2100
16000001408	FORD TAURUS (A015401)	4400	2100
16000002121	SEDAN 4DR IMPALA 03 (A033001)	7100	2601
16000001858	SEDAN 4DR TAURUS 02 (A025407)	4400	2100

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Amendment to Agreement between Jefferson County, Alabama and The Full Life Ahead Foundation be and hereby is approved.

AMENDMENT TO AGREEMENT

IN CONSIDERATION OF the premises and the obligations of the parties, the parties agree as follows:

The Agreement by and between Jefferson County, Alabama and The Full Life Ahead Foundation approved by the Jefferson County Commission on January 11, 2011 (Minute Book: 161; Page Number: 180) is hereby amended as follows:

Amend Paragraph 3 as follows: Provide funds for informational videos on programs and services available to citizens with disabilities living in Jefferson County.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this Amendment to Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA.

W. D. Carrington, President

Jefferson County Commission

THE FULL LIFE AHEAD FOUNDATION

Judy Barclay, President of the Board

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

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the following resolutions be tabled. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

- a. Resolution authorizing distribution of road tax collected (\$7,429,321.86) to appropriate municipalities for fiscal year ending September 30, 2010.
- b. Resolution authorizing payment of Business Privilege Tax to the appropriate tax jurisdictions for fiscal year ending September 30, 2010 in the amount of \$6,973,810.92.

Communication was read from Budget & Management recommending the following:

A - Position Changes and or Revenue Changes

- 1 Cooper Green Mercy Hospital \$32,952.00

Add one Medical Clerk (Gr. 11) to Dept. 8672, delete one Medical Clerk (Gr. 11) from Dept. 8687.

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

- 2 EMA \$53,000.00

Draw down on EMA funds & add purchasing memo to purchase three outdoor warning siren units and to repair the siren repeater located at ABC 33/40.

B - Other Budget Transactions

3. Probate Court \$ 27,903.81

Add purchasing memorandum to purchase three microfilm reader/printers.

4. Information Technology \$95,000.00

Add purchasing memorandum to purchase a Data Archive Hardware with management software.

Motion was made by Commissioner Brown seconded by Commissioner Stephens that the above Budget Transactions (items 2, 3 and

4) be approved. Voting "Aye" Brown, Stephens, Bowman, Carrington and Knight.

STAFF DEVELOPMENT

MULTIPLE STAFF DEVELOPMENT

General Services (2 Participants)

Daryl P. Burr	\$480.00
Peter Langston	\$480.00
Backflow Certification Class	
Leeds, AL - April 19-21, 2011	

General Services (2 Participants)

Ricky Hill	\$1,362.50
Marvin Hams	\$1,362.50
The Election Center Workshop/Certification	
Indianapolis, IN - April 27-30, 2011	

Inspection Services (2 Participants)

Yancy Roberts	\$462.04
David H. Cowan	\$462.04
Alabama Association of Plumbing, Gas & Mechanical Inspectors	
Auburn, AL - March 29 - April 1, 2011	

Probate Court (3 Participants)

Sherrri C. Friday	\$282.16
Cynthia Vines Butler	\$175.00
Alan King	\$282.16
Probate Judges Training Conference	
Tuscaloosa, AL - April 11-12, 2011	

Senior Citizens Services (5 Participants)

Janice Williams	\$200.00
Verdell Trammell	\$ 80.00
Barbara Shores Martin	\$170.00
Dedra H. Lewis	\$ 80.00
Ashley Lemsky	\$180.00
2011 AGS Conference - CEU's Certification	
Birmingham, AL - March 30 - April 1, 2011	

Tax Assessor (2 Participants)

Jim Weldon	\$225.00
Rickey Davis, Jr.	\$225.00
Basic Mapping Class	
Hoover, AL - March 2-4, 2011	

INDIVIDUAL STAFF DEVELOPMENT

Sandra Little Brown	\$385.25
Mandated County Commissioner Training	
Prattville, AL - March 23-25, 2011	

Information Technology

Michael G. Lee	\$579.00
Motorola Trunked User Group Chapter presidents Meeting	
San Francisco, CA -April 1-6, 2011	

Roads and Transportation

E. Wayne Sullivan	\$618.54
2011 Annual Association of County Engineers of Alabama	
Orange Beach, AL - April 5-7, 2011	

Tax Assessor

Cheryl Hoskins	\$636.25
AL IX: Personal Property Appraisal Manual	
Montgomery, AL - May 2-6, 2011	

Personnel Board (For Information Only)

Tiffany Owens	\$300.00
Alabama State Career Fair	
Montgomery, AL - April 8, 2011	

Tiffany Owens Wallace State College Health and Business Career Fair Hanceville, AL - March 15, 2011	\$50.00
Tiffany Owens Samford University 2011 Career Fair Birmingham, Al - March 3, 2011	\$25.00
Tiffany Owens Gadsden State Community College Career Fair Gadsden, AL - February 23, 2011	\$25.00

Motion was made by Commissioner Brown seconded by Commissioner Stephens that the above Staff Development be approved.

Voting "Aye" Brown, Stephens, Bowman, Carrington and Knight.

Commission

Jimmie Stephens ACAA Annual Conference Orange Beach, AL - May 18-19, 2011	\$253.00
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Motion was made by Commissioner Brown seconded by Commissioner Stephens that the above Staff Development be tabled. Voting "Aye" Brown, Stephens, Bowman, Carrington and Knight.

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

For Week of 2/24/11- 3/2/11

RECOMMENDED FOR:

1. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM DUDLEY JACKSON INCORPORATED, BIRMINGHAM, AL, FOR ROAD STRIPPER MACHINE REPAIR PARTS SAP PURCHASE ORDER # 2000053184 \$5,689.88 TOTAL
2. COOPER GREEN MERCY HOSPITAL FROM MIDWEST MEDICAL SUPPLY COMPANY LLC, EARTH CITY, MO, CONTRACT RENEWAL FOR ADULT RESUSCITATION BAGS FOR THE PERIOD OF 4/13/11-4/12/12.
REFERENCE BID # 72-10 EST. \$4,966.00 TOTAL

REPORTED FOR:

1. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM LEMAITRE VASCULAR, CHARLOTTE, NC, FOR ANASTOCLIPS GC VESSEL CLOSURE AND ANASTOCLIP ATRAUMATIC FORCEPS. SAP PURCHASE ORDER # 2000052402 \$5,250.00
TOTAL
2. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULT ,PALINTINE, IL, FOR CHEMISTRY ANALYZER LEASE AND SUPPLIES. REFERENCE BID # 109-05
SAP PURCHASE ORDER # 2000053123 (\$17,667.85)
2000053124 (\$17,667.85)
2000053125 (\$ 7,920.50)
2000053126 (\$17,197.52) \$60,453.72 TOTAL

PRICES UNDER BID 109-05 ARE BEING HONORED BY THE VENDOR. NEW CONTRACT BEING DEVELOPED BY COOPER GREEN AND THE COUNTY ATTORNEY'S OFFICE RELATIVE BID 203- R.

For Week of 3/3/11- 3/9/11

RECOMMENDED FOR:

1. ROADS AND TRANSPORTATION ROADS AND TRANSPORTATION BESSEMER AND KETONA HIGHWAY MAINTENANCE FRO APAC MID SOUTH INCORPORATED, BIRMINGHAM, AL, CONTRACT RENEWAL FOR ASPHALT PLANT MIX ON AN AS NEEDED BASIS FOR THE PERIOD OF 4/1/11 - 3/31/12. REFERENCE BID # 77-11
EST. \$1,000,000.00 TOTAL
2. ROADS AND TRANSPORTATION FROM VULCAN SIGNS, FOLEY, AL, TO PURCHASE ALUMINUM SIGN BLANKS/SHEETS. SAP PURCHASE ORDER # 2000053143 \$11,675.00 TOTAL
STATE OF ALABAMA CONTRACT # T153

3. COMMISSIONER DISTRICT 5 FROM NACO, BALTIMORE, MD, FOR MEMBERSHIP RENEWAL - INVOICE #68648 FOR THE PERIOD OF 1/1/11 - 12/31/11. SAP PURCHASE ORDER # 2000053246 \$14,235.00 TOTAL
4. COOPER GREEN MERCY HOSPITAL (PHARMACY) FROM SNHPA, BALTIMORE, MD, FOR 2011 MEMBERSHIP RENEWAL FOR SAFETY NET HOSPITALS FOR PHARMACEUTICAL ACCESS.
SAP PURCHASE ORDER # 2000053336 \$5,500.00 TOTAL
5. COOPER GREEN MERCY HOSPITAL (ADMINISTRATION) FROM ICEMAKERS INCORPORATED, BIRMINGHAM, AL, TO PURCHASE A NEW ICE MAKER AND STAND. SAP PURCHASE ORDER # 2000053333 \$6,275.00 TOTAL
6. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE BESSEMER FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, TO PURCHASE WORK UNIFORMS. SAP PURCHASE ORDER # 2000053328 \$7,742.43 TOTAL
REFERENCE BID # 151-08
7. SHERIFF'S DEPARTMENT: BIRMINGHAM ENFORCEMENT FROM GLOBAL ANGLERS LLC, POMPANO BEACH, FL, TO PURCHASE 180 MINI DVD CAMERAS. SAP PURCHASE ORDER # 2000053382 \$9,041.00 TOTAL
8. JEFFERSON COUNTY SHERIFF'S DEPARTMENT - BIRMINGHAM DIVISION FROM BOB BARKER COMPANY INCORPORATED, FUQUAY-VARINA, NC, CONTRACT RENEWAL FOR JAIL MATTRESSES FOR THE PERIOD OF 1/1/11 - 12/31/11. REFERENCE BID # 61-08 EST. \$20,445.00 TOTAL
9. COOPER GREEN MERCY HOSPITAL AND SIX (6) OUTPATIENT PHARMACIES FROM GLOBAL PHARMACEUTICAL SOLUTIONS (GPS), ST. LOUIS, MO, RECOMMENDATION FOR AN 180 DAY CONTRACT EXTENSION UNTIL THE NEW RFP PROCESS IS COMPLETED FOR PHARMACY CLAIMS AND BENEFITS ADMINISTRATION.
REFERENCE BID # 328-07 EST. \$48,000.00 TOTAL
10. EMERGENCY MANAGEMENT AGENCY (EMA) FROM TMBC LLC, LEEDS, AL, TO PURCHASE TWO (2) 2011 MERCURY MARINE SMALL ENGINE 15 ELH 4 S OUTBOARD MOTORS. SAP PURCHASE ORDER # 2000053462
\$5,350.00 TOTAL

REPORTED FOR:

1. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM INTEGRATED MEDICAL SYSTEM, BIRMINGHAM, AL, TO PAY INVOICE FOR IMS, VIDEO COLONOSCOPY REPAIR SAP PURCHASE ORDER # 2000053335 \$5,875.00 TOTAL
2. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM INTEGRATED MEDICAL SYSTEM, BIRMINGHAM, AL, TO PAY INVOICE FOR IMS, VIDEO GASTRO SCOPE REPAIR. SAP PURCHASE ORDER # 2000053329 \$5,875.00 TOTAL
3. JEFFERSON COUNTY SENIOR CITIZENS SERVICES FROM UNITED TROPHY, BIRMINGHAM, AL, REQUEST TO PAY INVOICE # 43441 FOR OUTREACH AWAYS FOR SHIP PROGRAM. SAP PURCHASE ORDER # 2000053248
\$4,947.35 TOTAL
4. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SCRUBS STAT DB/A UNIFORMS 2 U, HUNTSVILLE, AL, UNIFORMS FOR THE URBAN ART FUND RAISER THAT DID NOT GO THROUGH PROCUREMENT PROCESS. VENDOR WILL REFUND \$3,050.70 AS PART OF THE FUND RAISER. SAP PURCHASE ORDER # 2000053439
\$4,740.12 TOTAL
5. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, PALATINE, IL, CANCELLED PURCHASE ORDER # 2000053126 - ISSUED UNDER THE WRONG VENDOR NAME.
SAP PURCHASE ORDER # 200053225 \$17,197.52 TOTAL REFERENCE BID # 109-05

Motion was made by Commissioner Brown seconded by Commissioner Stephens that the above Purchasing Minutes be approved.

Voting "Aye" Brown, Stephens, Bowman, Carrington and Knight.

Mar-22-2011-217

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

Kelly Landscape Architect, LLC

Red Mountain Park

JEFFERSON COUNTY GEOGRAPHIC INFORMATION SYSTEMS

NON-DISCLOSURE AND DATA LICENSE AGREEMENT

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

This LICENSE is subject to the following conditions and provisions:

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

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

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

GIS DIGITAL PRODUCTS AND SERVICES LICENSED HEREBY:

GIS Data and Services

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

JEFFERSON COUNTY, ALABAMA
W. D. Carrington, President
Jefferson County Commission
Jimmie Stephens, Commissioner
Information Technology

CONTRACTEE

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

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

Resolution authorizing execution of an agreement with En Pointe Technologies Sales to provide software maintenance for VMware vSphere4, vCenter Server and Workstation 7 for the period December 8, 2010 - December 7, 2011 in the amount of \$28,853.72.

Mar-22-2011-218

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute correspondence to Computer Associates, Inc. (CA, Inc.) as documentation and thirty (30) day notice of intent to discontinue any further maintenance agreements as specified in the CA Order Form regarding the Asset Management software.

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

Mar-22-2011-219

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the ninety day period for Sick Leave Conversion for Malcolm Farr is hereby waived and sick leave is granted beginning upon approval.

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

Mar-22-2011-220

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of Frederick Holifield in the amount of Five Thousand Two Hundred Eighty and 00/100 (\$5,280.00) Dollars.

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

Mar-22-2011-221

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the lawsuit styled *Jefferson County, Alabama v. Robert T. Reese, Sr., as Executor of the Estate of Lois Reese*, Civil Action No. 01-285, in the total amount of \$80,000. The Chief Financial Officer is hereby directed to issue a check payable to "Buddy Armstrong, Attorney and Robert T. Reese, Sr., as Executor of the Estate of Lois Reese" in the amount of \$28,822 (which amount represents the settlement amount of \$80,000 minus the sum of \$51,178 already paid and on deposit with the Court) and forward it to the County Attorney for disbursement.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Resolution No. DEC-14-2010-1192, at M.B. 161, Page 114, is hereby rescinded.

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

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

Mar-22-2011-222

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and ADL Data System, Inc. to provide maintenance and support for the ADL system at Jefferson Rehabilitation and Health Center beginning October 1, 2011 and ending June 30, 2011 in the amount of \$18,622.71.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st October 2010 by and between Jefferson County Alabama, hereinafter called "the County", and ADL Data System, Inc. called "the Contractor". The effective date of this agreement shall be October 1, 2010.

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

WHEREAS, the Contractor desires to furnish said professional services to the Jefferson Health and Rehabilitation;

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Jefferson County's Request for RFP No. 24-08. The Bid describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The entire response from ADL Data System, Inc. constitutes essential components of this Contract and is adopted herein by reference. Those two components and this

CONTRACT document constitute the entire agreement between the parties. The Scope of Goods and Services are as follows:

DESCRIPTION	MONTHLY PRICE
Patient Registration	\$ 252.00
Patient Trust	\$ 113.22
Dietary	\$ 252.00
Integ Chart	\$ 252.00
MDS	\$ 62.97
Patient Accounting	\$ 629.78
Rehabilitation	\$ 150.47
Federal Survey Forms	\$ 33.92
MDS/Review Scheduling	\$ 78.13
Care Planning	\$ 110.53
Accident/Incident	\$ 78.17
Interdisciplinary Notes	\$ 56.00

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render services to Jefferson County Commission after the effective date of this Contract. The Contract term expires on June 30, 2011 with the option to renew for a period of up to one (1) additional one (1) year terms.
4. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal Responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
5. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
6. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
7. **COMPENSATION:** The contractor shall be compensated for the software maintenance and support services a sum of \$18,622.71; payment terms are Net 30.
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 all applicable federal, state and local taxes, etc. and the County will not be obligated for same under this contract.
9. **NON-DISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
10. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
11. **TERMINATION OF CONTRACT:** In the event of the sale of the Jefferson Rehabilitation and Health facility this contract may be terminated by the County with a thirty (30) days written notice to the Contractor. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.
12. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.
13. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the

County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.

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

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

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

17. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal or its employees in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

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

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

JEFFERSON REHABILITATION & HEALTH
Derrick Williams, Director

JEFFERSON COUNTY, ALABAMA
David Carrington, President
Jefferson County Commission

WITNESSES:

ADL DATA SYSTEM, INC.
_____, COO

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

agreement between Jefferson County, Alabama and Bard Peripheral to provide endovascular supplies on consignment basis in an amount not to exceed \$325,000.

CONTRACT NO: 2008

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this March 22, 2011, by and between Jefferson County Alabama, hereinafter called "the County" or the "Customer", and BARD PERIPHERAL VASCULAR, INC. called "the Contractor". The effective date of this agreement shall be March 22, 2011, the date of the Commission's approval and signature hereto.

WHEREAS, the County desires to contract for Endovascular Supplies (VMI) Consignment Program for the Jefferson County's Cooper Green Mercy Hospital, hereinafter called "the Commission".

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 consign products as set forth herein.

2. **SCOPE OF SERVICES:** This contract results from Jefferson County's Invitation to Bid No. 19-11. The Bid describes the scope of services called for such that the parties hereto are entering into this consignment agreement for endovascular supplies (the "Agreement"). This Agreement, the exhibits attached hereto, and any applicable GPO/IDN Agreement, constitute the full understanding of the parties and a complete and exclusive statement of the terms of their agreement with respect to the subject matter hereof.

The Scope of Services are as follows:

A. **CONSIGNMENT INVENTORY:** Within thirty (30) days of the Effective Date, Customer shall issue to Contractor a no-cost purchase order for the quantity of each of those products listed on attached Exhibit A (individually, "Product" and, collectively, "Products") to establish its inventory of consigned Products (such inventory, as so replenished or changed pursuant to this Agreement, the "Consignment Inventory"). Customer and Contractor shall mutually agree to any changes in the levels of the Consignment Inventory. Customer shall use the Consignment Inventory solely for its own internal use.

B. **PURCHASE ORDERS:**

(a) **Purchase Orders.** Following Customer's withdrawal of Product from the Consignment Inventory, Customer shall promptly issue to Contractor a purchase order, but in no event later than fifteen (15) days after such withdrawal, to fully replenish the Consignment Inventory. All Product purchase orders shall include: (i) the Product name and catalog/item number; (ii) the number of units to be delivered and a delivery date reasonably acceptable to Contractor; (iii) the delivery address; and (iv) a reference to this Agreement. Contractor will assist Customer in establishing prompt billing procedures for replacement Products ordered pursuant to this Agreement.

(b) **Shipment.** Contractor shall ship all Product F.O.B. Customer's designated facility.

C. **CONSIGNMENT INVENTORY PURCHASES:** All purchases of Consignment Inventory by Customer shall be governed by the terms and conditions of this Agreement and those additional Terms and Conditions of Sale attached hereto as Exhibit B; provided, however, if Customer is a member of a group purchasing organization or an integrated delivery network that has a valid and existing agreement with Contractor that covers the supply of any Product (a "GPO/IDN Agreement"), then the terms and conditions of such GPO/IDN Agreement, and not those set forth in Exhibit B, shall apply to the sale of such Product to Customer.

Consignment Inventory purchased by Customer will be billed to Customer at Contractor's then-current published list price therefore in effect at the time of shipment of replenishment Product; provided, however, if the sale of a Product is governed by a GPO/IDN Agreement, then the Product purchase price set forth in the GPO/IDN Agreement, and not Contractor's then-current published list price, shall apply to such sale.

Items Covered Under This Agreement:

- Inventory Management
- Usage Review
- Stock Replenishment
- Shipping & Freight replacement supplies

D. **PRODUCTS:** The term Products as used herein shall mean all endovascular supplies which are listed in Exhibit A, but located on CGMH premises (or within CGMH control). Customer and Contractor shall mutually agree to any Product additions and amend Exhibit A accordingly. Customer is responsible for storing the Product to use as indicated by the products labeling. Once used, the Customer orders a replacement (see paragraph 7 below), and is invoiced at the Consignment Agreement price for the replacement product. The items (Products) listed in Exhibit A shall be available on a consignment basis. This Agreement supersedes all prior consignment agreements between Customer and Contractor or any of its affiliates for the Products, including that certain Consignment Agreement dated October 1, 2010 between Customer and Contractor.

E. **TITLE TO PRODUCTS:** The ownership of all Products (consigned items) furnished under this agreement shall remain with the

Contractor until withdrawn from the Consignment Inventory by County, at which point title shall pass from Contractor to County. County assumes all risk of loss for missing, damaged or destroyed Consignment Inventory resulting from any cause whatsoever, from the time risk of loss passes in accordance with Section 2.B. until its return to Contractor. County shall comply with all storage and handling requirements for the Consignment Inventory while in its custody or control. County will keep the Consignment Inventory free and clear of all liens, encumbrances and security interests.

F. INSPECTION. Contractor shall have the right, but not the obligation, to inspect the Consignment Inventory held by County on a monthly basis to verify the quantity and condition and to replace any expiring and outdated Products. County shall provide Contractor's representatives reasonable access to the facilities where such Consignment Inventory is being held to conduct such inspections.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: This Agreement shall commence upon the Commission's approval and signature hereto and, unless earlier terminated in accordance with the terms and provisions of this Agreement, shall continue for a term of one (1) year.

4. INTENTIONALLY OMITTED.

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

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

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

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

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

10. COMPLIANCE WITH LAWS: Contractor agrees to comply with all applicable federal, state and local laws and regulations. Contractor agrees to obtain and pay all permits, notify proper authorities for inspections and furnish any certificates required for the work.

11. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of this Agreement 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. Furthermore, Contractor must comply to the extent applicable, with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191. The parties agree that no information will be exchanged pursuant to this Agreement that would constitute Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 and its related regulations. To the extent the parties need to exchange any Protected Health Information at a future date in order to fulfill their respective obligations under this Agreement, the parties agree to enter into a mutually acceptable Business Associate Agreement.

12. TERMINATION OF CONTRACT: This Agreement may be terminated by either party with a thirty (30) day written notice to the other party regardless of reason. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor. No later than thirty (30) days following the expiration or termination of this Agreement, Contractor shall: (i) return to Contractor all Products in the Consignment Inventory, provided that they are in saleable condition (i.e., unexpired Product in unopened and undamaged packages); (ii) issue a purchase order for all Products in the Consignment Inventory that are not returned or that are not in saleable condition, including any Products that are expired, lost, opened or damaged; and (iii) pay any outstanding invoices by the payment due date.

13. 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.

14. 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: Cooper Green Mercy Hospital
Attn: Kimberly Crosby (Surgery Department)
1515 6th Avenue South.
Birmingham, AL 35233

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

Copy to: Jefferson County Commission
Finance Department
716 N Richard Arrington Jr. Blvd
Suite 820
Birmingham, AL 35203

Contractor: Bard Peripheral Vascular, Inc.
1413 W. P Street
Tempe, AZ 85281
Attention: Sales Contracting

Copy to: C. R. Bard, Inc.
730 Central Avenue
Murray Hill, NJ 07974
Attention: Office of the General Counsel

15. 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 both parties. 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.

16. INSURANCE: Contractor represents and warrants that it will maintain such commercially reasonable 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. Evidence of insurance will be furnished to the Purchasing Agent not later than fourteen (14) days after written request for same. Contractor must have adequate General and Commercial liability insurance of \$1,000,000 per occurrence. Notwithstanding the foregoing, Contractor may insure its obligations hereunder through the program of self-insurance maintained by its corporate parent, C. R. Bard, Inc.

17. HOLD HARMLESS AND INDEMNIFICATION: Contractor 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 costs and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the Contractor, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Contractor's employees, agents, representatives, or subcontractors, their employees, agents or representatives in connection with or incident to the performance of this Agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of Contractor and/or its subcontractors or claims under similar laws or obligations. Contractor's obligations under this Section shall not extend to any liability caused by the negligence or willful misconduct of the County, or its employees.

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

19. REFUND IN THE EVENT OF BREACH: 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.

20. CONSIGNMENT STORAGE CART: In order for Contractor to maintain access to Consignment Inventory and due to limited storage capacity of the County, Contractor shall provide, during the term of this Agreement and at no charge, a portable storage cart ("Storage Cart"), as further described on Exhibit C, for County's sole use and storage of the Consignment Inventory. CUSTOMER UNDERSTANDS THAT IT IS RECEIVING THE STORAGE CART AT NO COST FOR THE SOLE PURPOSE OF STORAGE OF THE CONSIGNMENT INVENTORY DURING THE TERM OF THE CONSIGNMENT AGREEMENT. County agrees to comply at all times with the regulations issued by the Department of Health and Human Services published at 42 CFR 1001, which relate to County's obligation to report and disclose discounts, rebates and other price reductions given by Contractor to County. Where a discount or other reduction in price of the products is applicable, the parties also intend to comply with the requirements of 42 U.S.C. §1320a- 7b(b)(3)(A) and the "safe harbor" regulations regarding discounts or other reductions in price set forth at 42 C.F.R. §1001.952(h). For purposes of compliance with discount disclosure, Contractor hereby discloses an estimated average net selling price for the Storage Cart at \$950.00. County acknowledges that nothing herein is intended to vest or shall be deemed or construed as vesting in County legal or equitable title in the Storage Cart. County agrees: (i) not to remove any serial number, name or other evidence of ownership from the Storage Cart, (ii) to keep the Storage Cart free of all liens, liabilities, encumbrances and title retention agreements, and (iii) no later than ten (10) business days following the expiration or termination of this Agreement, to return the Storage Cart to Contractor, freight pre-paid, in the same condition as received by County (normal wear and tear excepted).

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative. EXHIBIT A - B - C are on file in the Minute Clerk's office

BARD PERIPHERAL VASCULAR, INC.

Jeffery D. Smith, Sr. Mgr

COOPER GREEN MERCY HOSPITAL

Dr. Sandral Hullett

Chief Executive Officer

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President, Commissioner

Motion was made by Commissioner Bowman seconded by Commissioner Knight that the above resolution be adopted as amended. (amount changed from \$650,000 to \$325,000). Voting "Aye" Bowman, Knight, Brown, Carrington and Stephens.

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

Thereupon the Commission Meeting was adjourned to meet Tuesday, April 12, 2011, at 9:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk