

STATE OF ALABAMA)

JEFFERSON COUNTY) December 20, 2012

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

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

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the Minutes of December 10, 2012, be approved. Voting "Aye" Stephens, Knight, Bowman and Carrington.

The Commission met in Work Session on December 18, 2012, and approved the following items to be placed on the December 20, 2012, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Item 1.
- Commissioner Brown, Community Service and Roads and Transportation Committee Item 1.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 5.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 and 2.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 11.
- Addendum Items 1 through 8.

Comments were made to the Commission regarding Cooper Green Mercy Hospital by Pat Todd, Rev. Ronnie Williams, Anna Brown, Sheila Tyson, Pat Johnson and Maralyn Mosley.

Dec-20-2012-1058

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the 2013 meeting dates for the County Commission are as follows, unless otherwise modified and appropriate public notice given:

Tuesday Committee Meetings

Time: 9 A.M.
Location: Commission Conference Room,
Suite 200, Jefferson County
Courthouse

January 15 & January 29
February 12 & February 26
March 12 & March 26
April 9 & April 23
May 14 & May 28
June 11 & June 25
July 9 & July 23
August 13 & August 27
September 10 & September 24
October 8 & October 22
November 5 & November 19
December 3 & December 17

Thursday Commission Meetings

Time: 9 A.M.
Location: Commission Chamber,
Suite 270, Jefferson County
Courthouse

January 17 & January 31*
February 14 & February 28
March 14 & March 28
April 11 & April 25*
May 16 & May 30
June 13 & June 27
July 11 & July 25*
August 15 & August 29
September 12 & September 26
October 10 & October 24*
November 7 & November 21
December 5 & December 19

* denotes that meeting will be held at the Bessemer Courthouse

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

Dec-20-2012-1059

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

Darrick P. Williams, Revenue Department was granted a military leave of absence from July 27, 2012 to August 14, 2012 and the amount of pension contributions due Darrick P. Williams is \$195.50 plus the County matching contributions of \$195.50 for a total of \$391.

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

Dec-20-2012-1060

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Village Creek Miscellaneous Storm Repairs Contract No. 4053, such certified bids having been opened on Thursday, May 17, 2012 and listed as follows:

Contractor	Amount Bid
1. Dunn Building Co.	\$2,179,476.00
2. Doster Construction Co.	\$2,299,002.00
3. RaCON, Inc.	\$2,393,370.00
4. B.L. Harbert International	\$2,975,753.00
5. The Pennington Group	\$3,314,963.00
6. Battle-Miller Construction	\$3,980,000.00

WHEREAS, after tabulation and certification by the Environmental Services staff, it has been recommended that the contract for the Village Creek Miscellaneous Storm Repairs Contract No. 4053 be awarded to Dunn Building Co. in the amount of \$2,179,476.00.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President David Carrington, be and he hereby is authorized, empowered and directed to execute the contract on behalf of Jefferson County, Alabama.

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

Dec-20-2012-1061

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Change Order No. 1 to the Village Creek WWTP Miscellaneous Storm Repairs contract between the Jefferson County, Alabama and Dunn Building Company, Inc. The Change Order reduces the scope of work to include only those items of repair work that if uncompleted would cause further damage to the facilities. The Change Order reduces the contract amount \$1,979, 872, from \$2,179,476 to \$199,604 and changes the contract time from one hundred eighty (180) calendar days to one hundred twenty (120) days.

ARCHITECTURE
ENGINEERING
CHANGE ORDER

PROJECT: Village Creek Emergency Storm Repairs CHANGE ORDER NO.: 1
 CONTRACTOR: Dunn Building Company, LLC. DATE: September 11, 2012
 Copies to: Owner Engineer Contractor
 CONTRACT NO.: 11036

Description of change:

The original contract amount of \$2,179,476 was based on the bid submitted by Dunn Building Company on May 17, 2012. In an effort to reduce project construction costs, the Owner has elected to complete only those items that are necessary to prevent further deterioration of structures or equipment. This revised scope of work will include:

- Aerated Grit Blower Building Roof Repairs - Building 30
- Aerated Grit Blower Building Lightning Protection System - Building 30
- Water Tank Vent Repairs - Building 60
- Peak Flow Basin 12 Deck Gun Support - Structure 200 Also included in the new contract amount are costs for general conditions of the project.

Original Contract Amount .	\$ 2,179,476.00
Net Change by Previous Change Orders	\$ 0.00
Contract Amount Prior to This Change Order	\$ 2,179,476.00
The Contract will be Decreased by this Change Order in the Amount of	\$ 1,979,872.00
The New Contract Amount Including this Change Order is	\$ 199,604.00

The contract time will be set to (120) days. The contract time will begin upon receiving the notice to proceed.

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

Krebs Architecture & Engineering, Inc. Dunn Building Company, LLC.

ENGINEER

CONTRACTOR

OWNER

W. D. Carrington, President
Jefferson County Commission

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

Dec-20-2012-1062

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute a Conditional Consent to Encroachment and Release of Damages Agreement between Jefferson County, Alabama and Jere Bennett White and his wife Catherine Green White regarding an encroachment within a County sanitary sewer easement. There is no cost to the County associated with said agreement.

CONDITIONAL CONSENT TO ENCROACHMENT AND RELEASE OF DAMAGES

THIS AGREEMENT made as of the day of , 20 , by and between JEFFERSON COUNTY, ALABAMA (the "County") and JERE BENNETT WHITE and his wife, CATHERINE GREEN WHITE (collectively, the "Owner").

RECITALS:

Owner is the owner of real property located at 8 Clarendon Road, Mountain Brook, AL. 35213, more particularly described in the attached Exhibit A and depicted in the attached Exhibit "A-1 ". Owner has a one-story frame garage apartment as well as an additional small frame structure with porch and one wall (as shown on Exhibit "A-1 ", attached, collectively, the "Improvements") over and adjacent to an existing sanitary sewer main, inside a sanitary sewer easement (the "Easement"). Owner and County mutually desire to enter into this Agreement to address the encroachment of the Improvements within the Easement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the mutual agreements herein, the parties agree as follows:

1. In consideration of the mutual agreements herein, Owner agrees that the County may utilize the Easement for all intended purposes of the Easement, including, without limitation, any installation, repair, maintenance or replacement of sanitary sewer lines (collectively, the "Easement Rights"). Should the County deem it necessary to remove or disturb any of the Improvements in order to utilize the Easement for its intended purposes or exercise the Easement Rights on subject property, the County may do so at any time in its discretion, and the reasonable methodology for installation, repair maintenance or replacement of sewer lines is totally at the discretion of the County and its Department of Environmental Services. If Owners' Improvements are damaged in any way due to the exercise, of our Easement Rights, the responsibility for the replacement of Owner's Improvements or personal property or for any repairs to personal property or the Improvements and the cost al any such repairs will be borne solely by the owner. Owner fully and forever releases and discharges the County from any and all liability, cost, damage, or expense to the Improvements suffered or incurred by Owner as a result of the County's exercise of its Easement Rights inside the Easement or improvements adjacent to Easement.
2. Subject to the foregoing agreements of Owner and the terms of this Agreement, the County grants Owner a license to continue the requested encroachment and that no other or greater or further improvements or encroachment whatsoever will be allowed. No such past, present or future encroachment whatsoever will constitute an adverse possession by Owner of the Easement or Easement Rights or constitute any form of waiver or abandonment of all or any part of the Easement or of any Easement Rights.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
4. This Agreement together with the Easement constitutes the full and complete agreement of the parties with respect to the subject matter hereof, supersedes all prior discussions, correspondence and agreements with respect to the subject matter hereof and cannot be modified or amended except by a subsequent written agreement signed by Owner and the County.
5. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first set forth above.
JEFFERSON COUNTY, ALABAMA
W. D. Carrington, President
JERE BENNETT WHITE, Owner
CATHERINE GREEN WHITE, Owner

EXHIBIT A

The East half of Lot 6, and all of Lot 7, Block 2, Colonial Hills, as recorded in Map Book 18, Page 22, in the Office of the Judge of Probate, Jefferson County, Alabama. Also a 10' strip in width along the North line of Lot 7 and the North line of the East half of Lot 6, Block 2, Colonial Hills, as recorded in Map Book 18, Page 22, in the Office of the Judge of Probate, Jefferson County, Alabama and a 10' strip in width and 12.2' in length along the North line of Lot 1 and part of Lot 1, of Colonial Hills Morrow Sector as recorded in Map Book 18, Page 91, in the Office of the Judge of Probate, Jefferson County, Alabama.

Being situated in the SW 1/4 and the NW 1/4 of the SW Y. of Section 4, Township 18 South, Range 2 West, Jefferson County, Alabama.

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

Dec-20-2012-1063

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Hill Administrative Services, Inc. to provide administration of the County's workers' compensation claims services for the period January 1 - December 31, 2013 in the amount of \$55,000.

CONTRACT NO.181-12

PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of January, 2013, by and between Jefferson County, Alabama, hereinafter called 'the County', and Hill Administrative Services, Inc. hereinafter called "the Contractor". The effective date of this agreement shall be January 1, 2013.

WHEREAS, the County desires to contract for administering workers' compensation claims services for Human Resources department hereinafter called "Human Resources", and

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

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

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

2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No. 181-12 dated August 31, 2012, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this contract as required by Human Resources. The Contractor shall do, perform and carry out in a satisfactory and proper professional manner the following:

1. To provide Jefferson County with those services as set forth in Paragraph 2 below (the "Basic Services") with respect to any claim referred to Service Company that is made under any Exposures which involve an actual or alleged loss occurring during the term of this Contract. For the monetary considerations set forth in the Award, except that Allocated Loss Adjustment Expense, as defined in Article IV below, will be paid by Jefferson County in addition to the monetary considerations set forth in the Award.

2. Basic Services to be rendered with respect to any claims described in this Article III, Paragraph 1 Above ("Claims") shall be the following:

A. To establish a file with respect to each claim

B. To investigate all claims and to recommend the amount of loss reserve to be established with respect to each such claim

C. To provide each claim file with a written chronology of all actions taken with respect to the underlying claim

D. To furnish all claim forms necessary for proper claims administration

E. To adjust, settle or resist all claims within the discretionary settlement authority limit of the Service Company as authorized by Jefferson County

F. To adjust, settle or resist all claims in excess of the Authority Limit with the express prior approval of Jefferson County

G. To supervise all litigation or other proceedings involving any claim and, where permitted, to attend any judicial or administrative hearing involving any claim

- H. To monitor all treatment programs recommended to a Claimant by any care provider
- I. To furnish to Jefferson County and/or its designees on a monthly basis, a "Loss Run" and a "Loss Fund Activity Report"
- J. To provide to Jefferson County a monthly narrative status report on all claims reserved in excess of \$50,000
- K. Work closely with client attorneys in reaching amicable settlements
- L. Compute and notify client of appropriate settlement amounts to be paid
- M. Work closely with client's attorney in all litigation or other proceedings involving any claim
- N. Monitor and update online prescription service
- O. Implement medical protocol as needed or requested
- P. Access AIAmed, Workers' Compensation Preferred Provider Network for additional savings
- Q. Medical Bill adjudication to PPO network fee schedule
- R. Bill review and medical bill adjudication to state fee schedule
- S. Review claims for over utilization of services
- T. Verify lost time with client and/or physician each week
- U. Issue indemnity checks each week and mail to employer or employee
- V. Issue medical checks each week and mail to provider
- W. Maintain escrow checking account and reconcile monthly
- X. Follow subrogation claims and recover any amounts due from third party
- Y. Subrogation
- Z. Furnish weekly check registers
- AA. Weekly invoices for claims fund reimbursement
- BB. Send Monthly check register
- CC. Assist in gathering information as needed for the actuary report
- DD. Report to excess carrier on all claims within the guidelines set forth by carrier
- EE. Quarterly loss runs reports to excess carrier
- FF. Customize analysis reports within 48 hours of request by client
- GG. Attend meetings called by client's attorney and/or client
- HH. Provide storage of all closed claims prior to 2013
- II. Continue claims service of all open claims that occurred prior to 2013
- JJ. Make necessary filings with the Department of Industrial Relations with respect to claims
- KK. Send claimant a written letter of notification of all claims that have been denied
- LL. Serve as Account Designee and report client claims that are Medicare beneficiaries set based Medicare Secondary Payer

Mandatory Reporting - Section 111 Guidelines for Reporting

3. Jefferson County has the right to assume the control and handling of any claim at any time, and the selected Service Company agrees to deliver promptly any claim file to Jefferson County which it may request, but without any off-set or deduction from any of the fees or charges paid or payable by Jefferson County to Service Company under Article V below. The parties agree that all times prior to and after the cancellation of this Agreement all claim files are owned by and are the property of Jefferson County. Claim files are subject to review by Jefferson County and its employees and authorized agents during Service Company's regular business hours, with reasonable prior notice.

4. To exercise reasonable efforts to manage the services provided hereunder in such a way and in such manner as to ensure that every adjustor, claims investigator, appraiser and/or employee used by Service Company or subcontracted by Service Company will adjust and/or investigate every alleged claim or matter covered by this contract in accordance with this contract.

5. To provide to Jefferson County, Certificates of Insurance evidencing adequate Errors and Omissions Insurance (Professional Liability Coverage). Successful Proposer is required to furnish evidence of insurance no later than seven (7) days after receipt of Purchase Order.

6. To indemnify, defend and hold Jefferson County and Jefferson County's directors, officers, attorneys, employees, agents and other representatives, wholly harmless from and against any and all damage, loss, costs and expenses whatsoever (including, without limitation, attorneys fees and litigation expenses) incurred by Jefferson County or by any of Jefferson County's directors, officers, attorneys, employees, agents or other representatives, by reason of any negligent, grossly negligent or willful act or omission of Service Company(s) or of Service Company's directors, officers, attorneys, employees, agents or other representatives, taken or omitted to be taken pursuant to this Agreement; provided, however, that Service Company shall have no obligation to indemnify anyone pursuant hereto with respect to (i) any act or omission of Service Company or any of Service Company's directors, officers, attorneys, employees, agents or other representatives taken or omitted to be taken at the direction of Jefferson County or any of Jefferson County's directors, officers, attorneys, employees, agents or other representatives (ii) Service Company being name in litigation as the insurer of record, (iii) Service Company or Service Company's

directors, officers, attorney's employees, agents or other representatives failure to settle a Claim that could have been settled within Service Company's Authority Limit (so long as such failure to settle does not result from a negligent, grossly negligent or willful act, error or omission by Service Company or by any of Service Company's directors, officers, attorneys, employee's agents or other representatives) or (iv) Service Company or Service Company's directors, officers attorney's employees, agents or other representatives failure to pay any Claim or Allocated Loss Adjustment Expense on a timely basis due to Jefferson County or Jefferson County's directors, officers, attorneys, employees, agents, or other representatives failure to comply with Article V, Paragraph 4. In the event Jefferson County or any of it's directors, officers, attorneys, employees, agents or other representatives, is named as a defendant in any legal action or is named as a defendant in any legal action or proceeding in which a Claim indemnified hereunder is asserted, Service Company will assume, at Service Company's expense, the defense of such action on behalf of Jefferson County and its directors, officers, attorneys, employees, agents and other representatives, as the case may be. Service Company has sole discretion to select the attorneys who will defend any such action, provided, however, that Service Company shall exercise such discretion reasonably. This indemnity shall survive termination of this Agreement.

7. To exercise reasonable care in the selection of any Service Company(s), Adjusting Company, Adjuster, Claims Investigator or Appraiser it subcontracts its responsibilities hereunder, to ascertain that such subcontractors hold proper licenses for the work to be performed, and to warrant that it and its Adjusters, Claims Investigators and Appraisers hold proper licenses for the work to be performed and are resident in those states requiring residency, and in which it renders services hereunder.

8. To issue checks from the Contractor's" bank account established for the payment of Jefferson's County's claims (the "Loss Fund Account") to be funded by Jefferson County as set forth in Exhibit C, attached hereto and made a part hereof, for the payment by Services hereunder, and for deposit of recovery amounts, including, without limitation, subrogation, salvage and adjustment reimbursements from Claim and/or Allocated Loss Adjusted Expense amounts previously paid from such Loss Fund Account (Recoveries").

9. To report directly to Jefferson County and to have the responsibility for reporting to specific excess insurer(s) or annual aggregate excess insurer(s) on notice of any Claims(s) that is/are or may be required to be reported or notice given to such excess insurer(s) under the terms and conditions of any such excess insurance policies available to Jefferson County. Service Company(s) will continue to handle Claims once Jefferson County's self - insurance retention, either specific or annual aggregate, has been exceeded if mutually agreed to by Jefferson County and excess insurer(s), under the terms and conditions of any such excess insurance policies available to Jefferson County. Service Company(s) will continue to handle Claims once Jefferson County's self-insurance retention, either specific or annual aggregate, has been exceeded if mutually agreed to by Jefferson County and excess insurer(s), if there is no controversy as to coverage, liability, and damages between Jefferson County and its excess insurer(s).

ALLOCATED LOSS ADJUSTMENT EXPENSE

1. The term "Allocated Loss Adjustment Expense" shall mean such of the following items of expense incurred or authorized by Service Company as may be reasonable and necessary in connection with its provision of the Basic Services:

- A. Medical examination of claimants, including the reasonable and necessary transportation expenses of claimants
- B. Reports from attending or examining physicians
- C. Attorney fees and disbursements
- D. Court reporter services and transcripts
- E. Stenographic service and transcripts
- F. Witness attendance fees
- G. Court costs
- H. Appeals bonds
- I. Printing costs related to trials and appeals
- J. Testimony, opinions, appraisals, reports, surveys and analyses of professionals and experts
- K. Trial and hearing attendance fees
- L. Reports from government agencies or branches
- M. Credit Bureau reports
- N. Private investigators
- O. Photographs
- P. Medical or vocational rehabilitation
- Q. Medical costs containment services, i.e., utilization review, pre-admission authorization, hospital bill audit, provider bill audit and medical case management incurred at the request of Jefferson County
- R. Extraordinary Claim investigation and/or travel expense incurred at the request of Jefferson County
- S. Any similar service related to the investigation and defense of a particular Claim, or the protection of and collection of the subrogation rights of Jefferson County, for which Jefferson County shall have given prior approval
- T. Indemnity payments to employee claimants made on behalf of County"

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to administer workers' compensation claims to the County after the effective date of this Contract. The completion date of all services under this Contract is December 31, 2013. However, the contract may be extended, at the County's option, for two (2) additional one (1) year periods, not to exceed three (3) full years.

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

5. 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.

6. COMPENSATION: The Contractor shall be compensated for services rendered at cost shown below. Payment terms are Net 30 days after receipt of invoice.

1 st year	\$55,000
2 nd year	\$57,750 *
3 rd year	\$61,000 *

The Service Company will administer carry over claims on a per file basis as follows:

Lost time	n/c per claim
Medical Only	n/c per claim
Input Fee	n/c per claim

* Flat annual fee is for the handling of claim for a period of three years from date of receipt. "Payment for claims open, in excess of three years from the date occurred within this contract period, will cost an additional \$300.00 per claim, per subsequent year."

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

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 bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, 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. TERMINATION OF CONTRACT: This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

11. 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 from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

12. 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. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability 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) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

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

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

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

CONTRACTOR:	JEFFERSON COUNTY, ALABAMA
Tracy H. Carter, President	W.D. Carrington, - President
Hill Administrative Services, Inc.	Jefferson County Commission

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
12/20/2012

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	1 BREAKER FOR WATER HEATER FOR TOM GLOOR BUILDING	GEN SVCS: ADMIN	178.06	1900067073
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CHEMO CERTIFICATION/ MILEAGE/ ACLS CERTIFICATION	CGH: PERSONNEL	661.18	1900067092
DISTRICT 1	1000193	JEFFERSON CO TREASURER	DEPUTY CORONER INVESTIGATOR UNIFORM5	CORONER/MED EXAM	132.00	1900067099
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PLUMBERS LICENSE, VALVE AND FAUCET FOR CPOINT	GEN SVCS: ADMIN	451.01	1900067290
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CHRISTMAS DECORATIONS & POSTAGE FOR ENV. SVCS.	GEN SVCS: ADMIN	202.61	1900067282
DISTRICT 1	1000193	JEFFERSON CO TREASURER	KEY LOCK CYLINDER, DOOR HINGES AND 4-PK SAW BLADES	GEN SVCS: ADMIN	249.57	1900067259
DISTRICT 1	1000240	GIATTINA FISHER AYCOCK	2121 ELEVATOR PROJECT	GEN SVCS: ADMIN	5,109.20	1900067233
*DISTRICT 1					6,983.63	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PLUMBING SUPPLIES - CAMP BESSEMER	R&T: HWAY MAINT-BESS	62.20	1900065299
DISTRICT 2	1000193	JEFFERSON CO TREASURER	INVERTER, BATTERY, KEY & LOCK, MAP BOOKS, CLEANING	R&T: HWAY ENG & CONSTR	222.10	1900067101
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL TEST FEE - D. LIGHTFOOT (KETONA)	R&T: HWAY MAINT-KETONA	25.00	1900067081
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH:COM DEV - PARKING FEE (C. COLLIER)	COMM DEV HOME PRO	16.00	1900067275
DISTRICT 2	1000193	JEFFERSON CO TREASURER	AIR FILTER, OIL, SPRAY PAINT, LIQUID DRANO - BESS	R&T: HWAY MAINT-BESS	104.59	1900067291
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH:COM DEV - PARKING FEE (L. SMITH)	COMM DEV HOME PRO	5.50	1900067286
DISTRICT 2	1000193	JEFFERSON CO TREASURER	VEHICLE TITLES, VEHICLE TAGS	FLEET MGMT: ADMIN	162.05	1900067289
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH:COM DEV - XRF LEAK TEST	COMMUNITY DEV	39.00	1900067276
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PHONE CHARGERS & HOLDERS, SPRAYER TIPS	R&T: HWAY MAINT-KETONA	53.96	1900067284
DISTRICT 2	1000193	JEFFERSON CO TREASURER	VEHICLE TITLES	FLEET MGMT: ADMIN	92.30	1900067288
*DISTRICT 2					782.70	
DISTRICT 3	1001854	WESLEY SCOTT MOORE REVENUE-RETURNTRAVEL - W SCOTT MOORE - 11/4-16/12		REVENUE	179.20	1900067415
DISTRICT 3	1002207	LEXISNEXIS MATTHEW BENDER	V21 AND V21A -2012 UPDATES INV39517306/39517314	BD OF EQUAL - BHAM STATE	319.88	1900067292
DISTRICT 3	1020603	CHERYL K POWELL CCR RPR	USA V. JEFFCO-TRIAL TRANSCRIPT 12/3-6/12	NON-DEPT EXPENDITURES	14,830.40	1900067416
DISTRICT 3	1020603	CHERYL K POWELL CCR RPR	USA V. JEFFCO-TRIAL TRANSCRIPT 12/10-11/12	NON-DEPT EXPENDITURES	4,225.85	1900067503
DISTRICT 3	1029545	COSTAR GROUP, INC.	KEY FOB FOR REMOTE ACCESS TO SERVICE	BD OF EQUAL - BHAM STATE	149.00	1900067320
DISTRICT 3	1030145	GEORGE TABLACK	DECEMBER TEMPORARY HOUSING	FINANCE ADMIN	2,350.00	1900067510
DISTRICT 3	1030145	GEORGE TABLACK	MOVING EXPENSE REIMBURSEMENT	FINANCE ADMIN	2,584.21	1900067511
*DISTRICT 3					24,638.54	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	POSTAGE & REPAIRS	EMA	122.05	1900067267
DISTRICT 4	1000193	JEFFERSON CO TREASURER	CHRISTMAS DECORATIONS AND CANDY FOR RESIDENTS	YOUTH DETENTION: SUPP SVCS	137.64	1900067287
DISTRICT 4	1000587	JEFF CO TREASURER	RUNOFF ELECTION DIST 34 DEC 11 2012	BD OF REGISTRARS	114.95	1900067401
DISTRICT 4	1000587	JEFF CO TREASURER	GENERAL ELECTION HELD ON NOV 6 2012	BD OF REGISTRARS	21,776.35	1900067400
DISTRICT 4	1020923	ALABAMA FIRE COLLEGE	11SMA - HOMEWOOD MEDIUM RESCUE	EMA	5,740.00	1900067178
DISTRICT 4	1030267	HENRY B ASHLEY	SR GRANT REIMBURSEMENT - HENRY ASHLEY	EMA	4,000.00	1900067245
DISTRICT 4	1030270	PHILIP & BARBARA BELISLE	SR GRANT REIMBURSEMENT - PHILIP & BARBARA BELISLE	EMA	4,000.00	1900067244
DISTRICT 4	1030277	TOMMY & JOANN GRIFFIN	SR GRANT REIMBURSEMENT - TOMMY GRIFFIN	EMA	4,000.00	1900067243
DISTRICT 4	1030279	MARION P & PATN HAMILTON	SR GRANT REIMBURSEMENT - MARION HAMILTON	EMA	4,000.00	1900067246

*DISTRICT 4					43,890.99
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BEARING FOR GRIT	ES: TRUSSVILLE WWTP	319.42 1900067074
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ANDY HUDSON GRADE IV WASTEWATER LICENSE RENEWAL	ES: SANITATION ADMIN	55.00 1900067022
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ROPE AND BOLTS	ES: TRUSSVILLE WWTP	39.50 1900067072
DISTRICT 5	1000193	JEFFERSON CO TREASURER	NUTS AND BOLTS FOR PLANT WATER PUMP	ES: LEEDS WWTP	1.80 1900067100
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GATE VALVE FOR DIGESTER BLOWER	ES: CAHABA RIVER WWTP	45.64 1900067027
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PRINTER FOR SHIFT SUPERVISOR	ES: TURKEY CREEK WWTP	69.99 1900067029
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COUPLING FOR #3 RAS PUMP	ES: LEEDS WWTP	74.63 1900067264
DISTRICT 5	1000193	JEFFERSON CO TREASURER	OTTERBOX CASE FOR CELL PHONE	ES: SANITATION ADMIN	49.99 1900067296
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PRINTER FOR OFFICE COMPUTERS	ES: TURKEY CREEK WWTP	209.97 1900067142
DISTRICT 5	1019916	SCOTT DIAZ	ASSESSOR-DIAZFRANK-FIREAPPAROPERATOVIDEOASSMNT	PER BD: TESTING	468.44 1900067269
DISTRICT 5	1030536	VICKEY WHEELER	REFUND FOR OVERPAYMENT & FB W0-73229(D)	FINANCE SEWER SERVICES	23.98 1900067306
DISTRICT 5	1030537	GEORGE R DRAPER	REFUND FOR OVERPAYMENT & FB R 1-3748002(D)	FINANCE SEWER SERVICES	66.35 1900067305
DISTRICT 5	1030538	STACEY STEWART	REFUND FOR OVERPAYMENT & FB W0-6336(D)	FINANCE SEWER SERVICES	335.04 1900067304
DISTRICT 5	1030539	COVENANT FAITH CHURCH	REFUND FOR OVERPAYMENT & FB L 2-30702011(D)	FINANCE SEWER SERVICES	65.22 1900067303
DISTRICT 5	1030540	ROBERT & TERI MCCLURE	REFUND FOR OVERPAYMENT I 4-16810 (D)	FINANCE SEWER SERVICES	633.07 1900067302
DISTRICT 5	1030547	BATN CHIEF CAROLEE BURRELL	ASSESSORBURRELLCARROLL-FIREAPPAROPERATOVIDEO	PER BD: TESTING	334.92 1900067189
DISTRICT 5	1030548	LAVAL CASTLEBERRY	ASSESSORCASTLEBERRYLAV-FIREAPPAROPERATOVIDEO	PER BD: TESTING	395.54 1900067268
DISTRICT 5	1030549	LIEUTENANT KEVIN CUNLIFFE	ASSESSORCUNLIFFEKEVIN-FIREAPPAROPERATOVIDEOASSMNT	PER BD: TESTING	308.71 1900067183
DISTRICT 5	1030551	MIKE FITZGERALD	ASSESSOR-FITZGERALDMIK-FIREAPPAROPERATOVIDEOASSMNT	PER BD: TESTING	630.04 1900067270
DISTRICT 5	1030552	LIEUTENANT AARON GARCIA	ASSESSOR-GARCIAAARON-FIREAPPAROPERATOVIDEOASSMNT	PER BD: TESTING	233.32 1900067271
DISTRICT 5	1030553	LIEUTENANT KYLE HAMILTON	ASSESSOR-HAMILTONKYLE-FIREAPPAROPERATOVIDEOASSMNT	PER BD: TESTING	188.88 1900067272
DISTRICT 5	1030554	LT STEVEN KILPATRICK	ASSESSOR-KILPATRICKSTE-FIREAPPAROPERATOVIDEOASSMNT	PER BD: TESTING	212.48 1900067278
DISTRICT 5	1030557	CAPTAIN ANDREW NOVAK	ASSESSORANDREWNOVAK_2012FIREAPPARATUIOPERTORPUMP	PER BD: TESTING	125.00 1900067179
DISTRICT 5	1030558	CAPTAIN DAVID PARK	ASSESSORDAVIDPARK_2012FIREAPPAROPERATOVIDEOASSMNT	PER BD: TESTING	213.88 1900067181
DISTRICT 5	1030559	CAPTAIN CURT TERRELL	ASSESSOR-TERRELLCURT-FIREAPPAROPERATOVIDEOASSMNT	PER BD: TESTING	125.00 1900067280
DISTRICT 5	1030560	LIEUTENANT ROBERT WELLS	ASSESSOR-WELLSROBERT-FIREAPPAROPERATOVIDEOASSMNT	PER BD: TESTING	220.36 1900067281
DISTRICT 5	1030561	GREGORY WHITE	ASSESSOR-WHITEGREGORY-FIREAPPAROPERATOVIDEOASSMNT	PER BD: TESTING	269.30 1900067283
DISTRICT 5	1030562	WESLEY MCCARROLL	ASSESSOR_MCCARROLLWES_2012FIREAPPARATUIOPERTORPUMPPER BD: TESTING	PER BD: TESTING	125.00 1900067175
DISTRICT 5	1030563	CAPTAIN ANTHONY MILLIGAN	ASSESSOR_MILLIGANANTHO_2012FIREAPPARATUIOPERTORPUMP	PER BD: TESTING	275.30 1900067171
DISTRICT 5	1030564	CAPTAIN JOHN REDFERN	ASSESSOR_JOHNREDFERN_2012FIREAPPARATUIOPERTORPUMP	PER BD: TESTING	446.57 1900067174
DISTRICT 5	1030594	PROGRESSIVE METAL FINISHERS	REFUND FOR OVERPAYMENT & FB S 0219-2045 (C)	FINANCE SEWER SERVICES	164.54 1900067310
DISTRICT 5	1030595	MARGIE BLACK	REFUND FOR OVERPAYMENT & FB L 2-6015828 (D)	FINANCE SEWER SERVICES	7.94 1900067309
DISTRICT 5	1030596	PATRICK W HENDON	REFUND FOR OVERPAYMENT & FB W0-61976(D)	FINANCE SEWER SERVICES	79.45 1900067308
DISTRICT 5	1030597	BRENDA B BROWN	REFUND FOR OVERPAYMENT & FB W0-73219(D)	FINANCE SEWER SERVICES	18.82 1900067307
*DISTRICT 5					6,833.09
**					83,128.95

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

Dec-20-120-1064

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

For Week of 11/27/12 -12/03/12

- TAX ASSESSOR - BESSEMER FROM PITNEY BOWES INCORPORATED, PITTSBURGH, PA, TO PURCHASE FOLDING MACHINE D1380/D1425. SAP PURCHASE ORDER # 2000069698 \$6,464.00 TOTAL
STATE OF ALABAMA CONTRACT # T311
- ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM ERGON INCORPORATED, JACKSON, MS, OPEN PURCHASE ORDER FOR EMULSIFIED ASPHALT ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000069700 \$50,000.00 TOTAL REFERENCE BID # 173-10
- ENVIRONMENTAL SERVICES: VALLEY CREEK WWTP FROM ADCO BOILER SERVICE, BESSEMER, AL, FOR STATE REQUIRED QUARTERLY AND ANNUAL INSPECTIONS FOR TWO (2) BOILERS. SAP PURCHASE ORDER # 2000069708 \$7,750.00 TOTAL
- COOPER GREEN MERCY HOSPITAL FROM MCCAIN ENGINEERING, PELHAM, AL, FOR EMERGENCY BOILER REPAIR. SAP PURCHASE ORDER # 2000069763 \$14,063.00 TOTAL
- GENERAL SERVICES - JAIL MAINTENANCE FROM WILLIAMS & ASSOCIATES, BIRMINGHAM, AL, TO PURCHASE ONE (1) LOCHINVAR BRAND NATURAL, GAS-FIRED WATER HEATER FOR JEFFERSON COUNTY JAIL. SAP PURCHASE ORDER # 2000069784 \$7,900.00 TOTAL
- ENVIRONMENTAL SERVICES: SEWER LINE MAINTENANCE FROM ADS LLC, BIRMINGHAM, AL, FOR ADS FLOWMETER SYSTEM PARTS AND ACCESSORIES FOR THE PERIOD OF 7/01/12 -6/30/14. SAP PURCHASE ORDER # 2000069802 \$35,077.70 TOTAL REFERENCE BID # 97-11
- REVENUE DEPARTMENT- ADMINISTRATION FROM THE MEYERCORD COMPANY, CHICAGO, IL, TO PURCHASE FOUR (4) CENT FUSON TOBACCO STAMPS. SAP PURCHASE ORDER # 2000069819 \$72,345.00 TOTAL
- ENVIRONMENTAL SERVICES: TURKEY CREEK WWTP FROM AMSCO, JASPER, AL, TO PURCHASE JOHN CRANE MECHANICAL SEAL - INCLUDES INSTALLATION. SAP PURCHASE ORDER # 2000069820 \$5,134.76 TOTAL
- JEFFERSON COUNTY ATTORNEY FROM ALABAMA MESSENGER, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR ADVERTISING SERVICES FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000069831 \$5,000.00 TOTAL

10. ENVIRONMENTAL SERVICES - ADMINISTRATION FROM ALABAMA MESSENGER, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR ADVERTISING SERVICES FOR THE PERIOD OF 10/01 / 12 - 9/30/ 13.
SAP PURCHASE ORDER # 2000069848 \$7,500.00 TOTAL
11. ENVIRONMENTAL SERVICES: CAHABA RIVER WWTP FROM W. W. GRAINGER, BIRMINGHAM, AL, TO PURCHASE HAND TOOLS. SAP PURCHASE ORDER # 2000069849 \$5,149.62 TOTAL
12. COOPER GREEN MERCY HOSPITAL (RESPIRATORY) FROM QUALITY PLUS MEDICAL, BIRMINGHAM, AL, TO AWARD CONTRACT FOR HOME OXYGEN SERVICE FOR THE PERIOD OF 1/01/13 - 9/13/13 TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR PATIENT USE. REFERENCE BID # 4-13
13. JEFFERSON REHABILITATION AND HEALTH CENTER FROM QUALITY PLUS MEDICAL, BIRMINGHAM, AL, TO AWARD CONTRACT FOR OXYGEN SERVICE FOR THE PERIOD OF 1/01/13 - 9/13/13 TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR PATIENT USE. REFERENCE BID # 14-13

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

1. ECONOMIC DEVELOPMENT - WORKFORCE INVESTMENT FROM BERNEY OFFICE SOLUTION, MONTGOMERY, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR COPY MACHINE MAINTENANCE FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068468 CHANGE ORDER \$7,000.00
PURCHASE ORDER \$8,500.00 TOTAL
2. ENVIRONMENTAL SERVICES: VILLAGE CREEK WWTP FROM ALLIED UNIVERSAL CORPORATION, MIAMI, FL, OPEN PURCHASE ORDER FOR LIQUID CHLORINE FOR THE PERIOD OF 10/01/12 - 9/30/13.
SAP PURCHASE ORDER # 2000068731 \$40,000.00 TOTAL REFERENCE BID # 27-13
3. GENERAL SERVICES: ADMINISTRATION FROM PARTNERS ELEVATOR SERVICE, BIRMINGHAM, AL, PURCHASE ORDER FOR ELEVATOR MAINTENANCE AND REPAIR ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13.
SAP PURCHASE ORDER # 2000069283 \$93,402.00 TOTAL REFERENCE BID # 138-10
4. ENVIRONMENTAL SERVICES: VILLAGE CREEK WWTP FROM KONE INCORPORATED, MOLINE, IL, FOR ELEVATOR REPAIR AT WATER TOWER BUILDING - REPLACED AND ADJUSTED SYSTEM PC BOARD DAMAGED BY POWER SURGE DURING A RECENT STORM. SAP PURCHASE ORDER # 2000069578 \$5,612.00 TOTAL
5. ACKNOWLEDGMENT FOR SHERIFF'S DEPARTMENT: BIRMINGHAM JAIL FROM EBSCO PROMOTIONAL, BIRMINGHAM, AL, FOR INMATE LONG SLEEVE T-SHIRTS IN RED AND NAVY BLUE.
SAP PURCHASE ORDER # 20000069771 \$6,567.36 TOTAL
6. JEFFERSON REHABILITATION AND HEALTH CENTER FROM SIMPLEX GRINNELL, PALATINE, IL, FY13 PURCHASE ORDER FOR FIRE ALARM SYSTEM INSPECTION, TESTING AND MAINTENANCE FOR THE PERIOD OF 10/25/12 -10/24/13.
SAP PURCHASE ORDER # 2000069867 \$12,000.00 TOTAL REFERENCE BID # 206-11
7. ENVIRONMENTAL SERVICES: ADMINISTRATION FROM ADVERTISER, MONTGOMERY, AL, OPEN PURCHASE ORDER FOR ADVERTISING SERVICE FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000069869
\$7,000.00 TOTAL
8. ENVIRONMENTAL SERVICE - CAHABA WWTP FROM GEO SPECIALTY CHEMICALS INCORPORATED, LITTLE ROCK, AR, OPEN PURCHASE ORDER FOR LIQUID ALUM FOR THE PERIOD OF 10/01 / 12 - 9/30/ 13.
SAP PURCHASE ORDER # 2000069870 \$40,633.00 TOTAL REFERENCE BID # 133-12
9. ENVIRONMENTAL SERVICE: FIVE MILE CREEK WWTP FROM THE ESHELMAN COMPANY, BIRMINGHAM, AL, FOR INFILCO DEGREMONT UV SYSTEM PARTS. SAP PURCHASE ORDER # 2000069887 \$8,976.33 TOTAL
10. ENVIRONMENTAL SERVICES - ADMINISTRATION FROM THE HUNTSVILLE TIMES, CHARLOTTE, NC, OPEN PURCHASE ORDER FOR ADVERTISING SERVICES FOR THE PERIOD OF 10/01/12 - 9/30/13.
SAP PURCHASE ORDER # 2000069925 \$7,000.00 TOTAL
11. GENERAL SERVICES - ADMINISTRATION FROM SOUTHERN BUILDING MAINTENANCE, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR JANITORIAL / CUSTODIAL SERVICES FOR THE PERIOD OF 1/01/13 - 9/30/13 - AWARDED GROUP B & C. SAP PURCHASE ORDER # 2000069929 \$189,700.00 TOTAL REFERENCE BID # 23-13
12. ENVIRONMENTAL SERVICES: VILLAGE CREEK MAINTENANCE SHOP FROM MCKEES ROCK, PA, TO PURCHASE TWELVE (12) FOURTEEN INCH SINGLE FLANGE WHEELS AT \$1,095 EACH. SAP PURCHASE ORDER # 2000069931
\$13,140.00 TOTAL
13. ENVIRONMENTAL SERVICES: VALLEY CREEK WWTP FROM ASHBROOK WINKLEPRESS, HOUSTON, TX, TO PURCHASE HYDRAULIC CYLINDERS AND ACCESSORIES (OEM) FOR DEWATERING PRESS.
SAP PURCHASE ORDER # 2000069933 \$12,064.00 TOTAL
14. ENVIRONMENTAL SERVICES: VALLEY CREEK WWTP FROM HY-BON ENGINEERING COMPANY INCORPORATED,

MIDLAND, TX, TO PURCHASE FLOW MONITOR PARTS OEM. SAP PURCHASE ORDER # 2000069937

\$11,864.28 TOTAL

15. ROADS AND TRANSPORTATION FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, TO PURCHASE WORK UNIFORMS. CONTRACT PERIOD: 6/22/12 - 6/21/13. SAP PURCHASE ORDER # 2000069941 \$5,466.60 TOTAL REFERENCE BID # 146-11
16. ENVIRONMENTAL SERVICES: VILLAGE MAINTENANCE SHOP FROM BEARINGS AND POWER, BIRMINGHAM, AL, TO PURCHASE BEARING ASSEMBLIES. SAP PURCHASE ORDER # 2000069943 \$12,436.98 TOTAL
17. COOPER GREEN MERCY HOSPITAL FROM VEOLIA ES SOLID WASTE SE, MOODY, AL, OPEN PURCHASE ORDER FOR INVOICE PAYMENTS FOR WASTE COLLECTION AND DISPOSAL SERVICES FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000069945 \$10,000.00 TOTAL
18. GENERAL SERVICES - ADMINISTRATION FROM AMERICAN FACILITY SERVICES INCORPORATED, ALPHARETTA, GA, OPEN PURCHASE ORDER FOR JANITORIAL / CUSTODIAL SERVICES FOR THE PERIOD OF 1/01/13 - 9/30/13 - AWARDED GROUP A. SAP PURCHASE ORDER # 2000069946 \$311,000.00 TOTAL REFERENCE BID # 23-13
19. SHERIFF'S DEPARTMENT: BIRMINGHAM ENFORCEMENT FROM ALLCOM WIRELESS INCORPORATED, BIRMINGHAM, AL, TO PURCHASE WALKIE TALKIE BATTERIES. SAP PURCHASE ORDER # 2000069963 \$11,683.20 TOTAL STATE OF ALABAMA CONTRACT # T-300
20. ENVIRONMENTAL SERVICES: VILLAGE CREEK WWTP FROM JIM HOUSE AND ASSOCIATES, BIRMINGHAM, AL, TO PURCHASE UV EQUIPMENT FOR TROJAN MACHINE. SAP PURCHASE ORDER # 2000069965 \$217,613.00 TOTAL CLARITY CONTRACT # CON-00004430
21. ROADS AND TRANSPORTATION: ADMINISTRATION FROM UNIVERSAL SEED AND SUPPLY, BIRMINGHAM, AL, FYI 3 OPEN PURCHASE ORDER FOR SEED AND FERTILIZER. SAP PURCHASE ORDER # 2000069969 \$50,000.00 TOTAL REFERENCE BID # 10 1 -11
22. GENERAL SERVICES: ADMINISTRATION FROM A D I, ATLANTA, GA, TO PURCHASE EQUIPMENT FOR COURTHOUSE PARKING DECK ELECTRONICS. SAP PURCHASE ORDER # 2000069976 \$13,478.19 TOTAL REFERENCE BID # 229-10
23. GENERAL SERVICES BULK STORES WAREHOUSE FROM SPRINGER EQUIPMENT COMPANY, BIRMINGHAM, AL, PURCHASE ORDER FOR A HYUNDAI FORKLIFT FOR BULK STORES WAREHOUSE. SAP PURCHASE ORDER # 2000069982 \$25,534.00 TOTAL REFERENCE BID # 138-12
24. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BUY INDIAN MEDICAL, MARIETTA, GA, TO PURCHASE LABORATORY EQUIPMENT AND SUPPLIES AS ORDERED AND AS NEEDED BY ENVIRONMENTAL SERVICE DEPARTMENT FOR THE PERIOD OF 1/09/13 -9/30/13. SAP PURCHASE ORDER # 2000069995 \$10,000.00 TOTAL REFERENCE BID # 25-13
25. JEFFERSON COUNTY DEPARTMENTS FROM ELECTRONIC RISK CONSULTANTS, WHITEHOUSE STATION, NJ, TO AWARD CONTRACT FOR MAINTENANCE COPIERS: GROUP I, II, IV, VII, XI, AND X FOR THE PERIOD OF 1/01/13 - 9/30/13. (SPLIT AWARD). REFERENCE BID # 17-13
26. JEFFERSON COUNTY DEPARTMENTS FROM BERNEY OFFICE SOLUTION, MONTGOMERY, AL, TO AWARD CONTRACT FOR MAINTENANCE COPIER: GROUP III (SHARPS), GROUP V (XEROX) AND GROUP VI (MURATEC) FOR THE PERIOD OF 1/01/13 - 9/30/13. (SPLIT AWARD). REFERENCE BID # 17-13
27. GENERAL SERVICES - BULK STORES WAREHOUSE FROM K-CHEM, BIRMINGHAM, AL, CONTRACT RENEWAL FOR JANITORIAL SPECIALTY PRODUCTS FOR THE PERIOD OF 1/01/13 -12/31/13. REFERENCE BID # 48-12
28. SHERIFF'S OFFICE FROM GULF STATES DISTRIBUTORS, MONTGOMERY, AL, TO AWARD CONTRACT FOR AMMUNITION FOR 1/01/13 -12/31/13. REFERENCE BID # 19-13
29. ENVIRONMENTAL SERVICES: VILLAGE CREEK WWTP FROM LHOIST NORTH AMERICA OF ALABAMA, CALERA, AL, TO AWARD CONTRACT FOR FOUNDRY LIME FOR THE PERIOD OF 12/01/12 - 9/30/13. REFERENCE BID # 21-13
30. GENERAL SERVICES BUILDING MAINTENANCE FROM SOUTHLAND INTERNATIONAL TRUCK, BIRMINGHAM, AL, PURCHASE ORDER FOR ONE (1) INTERNATIONAL 4300M CREW CAB TRUCK. SAP PURCHASE ORDER # 2000070010 \$74,487.39 TOTAL STATE OF ALABAMA CONTRACT # T-193

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

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

For Week of 11/27/12 -12/03/12

1. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM ATRIUM MEDICAL, BOSTON, MA, TO PAY INVOICE FOR SURGICAL IMPLANTS AS PRESCRIBED BY PHYSICIAN AND ORDERED BY MEMBER OF CGMH SURGERY DEPARTMENT. SAP PURCHASE ORDER # 2000069605 \$2,691.75 TOTAL
2. EXCEPTION FOR JEFFERSON REHABILITATION AND HEALTH CENTER FROM CHAMPION MEDICAL SYSTEMS INCORPORATED, BIRMINGHAM, AL, TO PAY INVOICES FOR MATTRESS RENTAL FOR AUGUST AND SEPTEMBER 2012. SAP PURCHASE ORDER # 2000069731 \$1,283.50 TOTAL
3. EXCEPTION FOR SHERIFF'S OFFICE FROM ALABAMA CRIMINAL JUSTICE INFORMATION CENTER, MONTGOMERY, AL, TO PAY INVOICE FOR ONLINE DATA SERVICES FOR THE PERIOD OF 10/01/12 -12/31/12. SAP PURCHASE ORDER # 2000069792 \$19,998.00 TOTAL

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

1. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL FROM LANGUAGE LINE LLC, DALLAS, TX, PURCHASE ORDER TO PAY INVOICES FOR INTERPRETATION SERVICES. THIS SERVICE MUST BE PROVIDED AS MANDATED BY THE JOINT COMMISSION STANDARD RI.01.01.03. PATIENT RIGHTS COMPLIANCE. SERVICES SCHEDULED TO BE REBID BY THE PURCHASING DIVISION. SAP PURCHASE ORDER # 2000069942 \$13,314.81 TOTAL
2. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL: GENERAL SERVICES FROM MCCAIN ENGINEERING, BIRMINGHAM, AL, TO PAY INVOICE # 9419 FOR EMERGENCY REPAIR OF BOILER, WORK ALREADY COMPLETED. SAP PURCHASE ORDER # 2000070020 \$5,209.53 TOTAL
3. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL FROM JL MORGAN AND ASSOCIATES INCORPORATED, BIRMINGHAM, AL, PURCHASE ORDER TO PAY INVOICE FOR TELEPHONE SURVEYS. THE CONTRACTOR CONDUCTED PATIENT SATISFACTION SURVEYS TO OBTAIN INPATIENT INFORMATION SPECIFIC TO CMS HCAHP SURVEY PROGRAM RELATIVE TO INPATIENT, EMERGENCY ROOM, OUTPATIENT TESTING, SURGERY AND CLINIC ERROR RATES. SAP PURCHASE ORDER # 2000070060 \$5,718.00 TOTAL

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

Dec-20-2012-1066

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Reports for the week of 11/27/12 -12/03/12 and 12/04/12 -12/10/12, be and hereby is approved.

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

STAFF DEVELOPMENT

Individual Staff Development

Environmental Services

Tonya Kelley \$239.00
Alabama Boundary Law
Birmingham, AL – December 19, 2012

Environmental Services

Phillip Woolley \$480.00
Backflow Testing & Maintenance Certification
Leeds, AL – January 16-18, 2013

Environmental Services

Ronald Stephens \$239.00
Alabama Boundary Law

Birmingham, AL – December 19, 2012

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

BUDGET TRANSACTIONS

Position Changes and/or Revenue Changes

1. Emergency Management Agency \$13,475

Increase revenue and expenditures to record funds from Commercial Metal Company for installation and operations of continuous record of stream flow gauging station at Village Creek.

Other Budget Transactions

2. Environmental Services \$8,350

Add purchasing memorandum to purchase one (1) ADS FlowShark CL flow meter

3. District Attorney - Birmingham \$1,400

Shift funds and add purchasing memorandum to complete the purchase of two (2) copiers.

For Information Only

Sheriff's Office \$2,100,000

Shift funds from salary accounts using vacant position funding to the Inmate Medical Care account to provide medical services for inmates.

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

Dec-20-2012-1067

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the agreement between Jefferson County, Alabama and Partners Elevator Service, Inc. to reassign contract services to Elevator Maintenance & Repair, Inc. due to purchase of Partners.

Contract Amendment No. 3

This Amendment to Contract entered into the 26th day of October, 2010 between Jefferson County, Alabama, hereinafter referred to as "the County, and Partners Elevator Service, Inc to provide Elevator Maintenance and Service.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

The contract between the parties which was approved by the Jefferson County Commission in the Purchasing Report on October 26, 2010 and recorded in minute book 160 is hereby amended to reflect the following:

Amendment No. 3; Elevator Maintenance & Repair, Inc.(EMR) has purchased the Alabama operations of Partners Elevator Service, Inc. The Jefferson County Commission agrees to reassign the remainder of the existing contract, approximately eleven months, to EMR. The elevators (31 total) under contract are groups 1, 2 and 4. The cost of services will remain the same.

The new information for contact, dispatch and payment is:

Elevator & Maintenance Repair, Inc.

Office: 334-365-3634

P.O. Box 680690

Dispatch: 800-325-7487

Prattville, Alabama

Fax: 334-3655081

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

JEFFERSON COUNTY COMMISSION

W.D. Carrington, President

CONTRACTORS

Leanne Dayvol Partners Elevator Service, Inc.

James T. Haines

Elevator Maintenance & Repair, Inc.

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

Dec-20-2012-1068

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Planned Service Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital and Johnson Controls, Inc. to provide preventative maintenance services for HVAC Chillers and Controls PSA for the period November 1, 2012 - October 31, 2013 in the amount of \$85,045.

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

Dec-20-2012-1069

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

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

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

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

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

Z-2012-022 SAIIA Construction Company, LLC, owner; Joseph Saiia, agent. Change of zoning on Parcel ID#s 22-11-4-1-8 and 8.1 in Section 11 Twp 17 Range 3 West from R-6 (Single Family) to I-2 (Heavy Industrial) for compliance for storage of construction equipment in conjunction with an existing construction company. (Case Only: 4224 and 4230 Lewisburg Road; Birmingham, AL 35207) (LEWISBURG) (5.8 Acres M/L)

RESTRICTIVE COVENANTS:1. A landscape stip consisting of trees and scrubs shall be installed along the existing fence parallel to Lewisburg Road; 2. construction plans for any and all improvements to the property shall be submitted for approval by all appropriate County departments and agencies; and 3. the subject property shall only be utilized for access and the storage of construction equipment.

Motion was made by Commissioner Knight seconded by Commissioner Stephens that Z-2012-022 be approved. Voting "Aye" Knight, Stephens, Bowman and Carrington.

Dec-20-2012-1070

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 Creative Wellness Institute to provide services for the Strong Girls Program which

extends term to December 1, 2012 - November 30, 2013 in the amount of \$143,999 - grant funded by the Alabama Department of Youth Services.

Contract ID: CON-00004529

Ref Bid: 08-12/Con-00003291

AMENDMENT TO CONTRACT No 1

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

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on September 14, 2012, at M. B. 162, Pg. 610-612, is hereby amended as follows:

- Item 3. Amend the Terms of Work paragraph as follows: This contract will be effective December 1, 2012 through November 30, 2013.
- All other terms and conditions to the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington

Commission President

CONTRACTOR:

Eve Laxer, Director

Creative Wellness Institute

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

Dec-20-2012-1071

A RESOLUTION REQUESTING THAT A COURT AWARDED 2005 PETERBILT TRACTOR
BE PLACED INTO SERVICE AND ASSIGNED TO THE SHERIFF'S OFFICE

WHEREAS, the County Fleet Manager has determined that a court-awarded 2005 Peterbilt tractor, VIN NUMBER: 1XP7F49C75F862060 be put into service.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the above referenced vehicle be assigned to the Sheriff's Office for the purpose of transporting the Mobile Command Center and the Armored Personnel Carrier trailer.

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

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

Dec-20-2012-1072

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama and St. Vincent's Health System to make available quality inpatient healthcare to certain current and future patients of Cooper Green Mercy Hospital.

MEMORANDUM OF UNDERSTANDING

BETWEEN

ST. VINCENT'S HEALTH SYSTEM AND THE JEFFERSON COUNTY COMMISSION

THIS Memorandum of Understanding (MOU) is entered into by and between St. Vincent's Health System (hereinafter "STVHS") and Jefferson County, Alabama, a political subdivision of the state of Alabama, (hereinafter "Jefferson County").

WHEREAS, Jefferson County currently operates Cooper Green Mercy Hospital, an acute care general hospital, duly licensed by the State of Alabama, and

WHEREAS, Jefferson County is transitioning the current health care model of Cooper Green Mercy Hospital from an acute care hospital to an urgent care clinic; and

WHEREAS, STVHS and Jefferson County desire to enter into a Memorandum of Understanding to make available quality inpatient healthcare to certain current and future patients of Cooper Green Mercy Hospital.

NOW THEREFORE, in consideration of the above recitals contained herein, the parties agree as follows:

1. Jefferson County and STVHS agree that they will use best efforts to enter into a formal Provider Agreement on terms mutually acceptable to both parties in order to provide Inpatient Hospital Services (Including inpatient physician services) to the County's patients in a cost-effective manner.
2. That such Provider Agreement will outline and define specific Covered Inpatient Hospital services that will be provided to the County's patients.
3. That the Provider Agreement will specify that Covered Inpatient Services will be provided in the same manner as those services are provided to all other STVHS patients.
4. That if the parties cannot agree on terms for a Provider Agreement by January 31, 2013, this MOU will terminate.

ST. VINCENT'S HEALTH SYSTEM

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

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

Dec-20-2012-1073

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama and Brookwood Health Services to make available quality inpatient healthcare to certain current and future patients of Cooper Green Mercy Hospital.

MEMORANDUM OF UNDERSTANDING

BETWEEN

BROOKWOOD HEALTH SERVICES AND THE JEFFERSON COUNTY COMMISSION

THIS Memorandum of Understanding (MOU) is entered into by and between the Brookwood Health Services (hereinafter "hospital") and Jefferson County, Alabama, a political subdivision of the state of Alabama, (hereinafter "Jefferson County").

WHEREAS, Jefferson County currently operates Cooper Green Mercy Hospital, an acute care general hospital, duly licensed by the State of Alabama, and

WHEREAS, Jefferson County is transitioning the current health care model of Cooper Green Mercy Hospital from an acute care hospital to an urgent care clinic, and

WHEREAS, this Hospital and Jefferson County desire to enter into a Memorandum of Understanding to make available quality inpatient healthcare to certain current and future patients of Cooper Green Mercy Hospital.

NOW THEREFORE, in consideration of the above recitals contained herein, the parties agree as follows:

1. Jefferson County and Hospital agree that they will enter into a formal Provider Agreement in order to provide in-patient healthcare to the County's patients in a cost-effective manner.
2. That such Provider Agreement will outline and define specific covered services that will be provided to the patients of Cooper Green Mercy Hospital and its associated clinics.
3. That the Provider Agreement will specify that Covered In-Patient Services will be provided in the same manner as those services are provided to all other Hospital patients.

BROOKWOOD HEALTH SERVICES

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

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

Dec-20-2012-1074

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama and UAB Health System to make available quality inpatient healthcare to certain current and future patients of Cooper Green Mercy Hospital.

MEMORANDUM OF UNDERSTANDING

BETWEEN

UAB HEALTH SYSTEM AND THE JEFFERSON COUNTY COMMISSION

THIS Memorandum of Understanding (MOU) is entered into by and between UAB Health System (hereinafter "UABHS") and Jefferson County, Alabama, a political subdivision of the state of Alabama, (hereinafter "Jefferson County").

WHEREAS, Jefferson County currently operates Cooper Green Mercy Hospital, an acute care general hospital, duly licensed by the State of Alabama, and

WHEREAS, Jefferson County is transitioning the current health care model of Cooper Green Mercy Hospital from an acute care hospital to an urgent care clinic, and

WHEREAS, UABHS and Jefferson County desire to enter into a Memorandum of Understanding to make available quality inpatient healthcare to certain current and future patients of Cooper Green Mercy Hospital.

NOW THEREFORE, in consideration of the above recitals contained herein, the parties agree as follows:

1. Jefferson County and UABHS agree that they will use best efforts to enter into a formal Provider Agreement on terms mutually acceptable to both parties in order to provide Inpatient Hospital Services (including inpatient physician services) to the County's patients in a cost-effective manner.
2. That such Provider Agreement will outline and define specific Covered Inpatient Hospital services that will be provided to the County's patients.
3. That the Provider Agreement will specify that Covered Inpatient Services will be provided in the same manner as those services are provided to all other UABHS patients.
4. That if the parties cannot agree on terms for a Provider Agreement by January 31, 2013, this MOU will terminate.

UAB HEALTH SYSTEM

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

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

Dec-20-2012-1075

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital and Morris & Dickson Company, LLC to extend the contract to provide pharmaceutical services to January 1 - December 31, 2013 in the amount of \$7,500,000.

CONTRACT AMENDMENT

This contract amendment by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital," and PHARMACEUTICAL DISTRIBUTION SERVICES-CGMH, hereinafter referred to as the "Contractor," is hereby effective on October 01, 2012 as follows:

WITNESSETH:

WHEREAS, the Jefferson County Commission desires to amend this Contract; and,

WHEREAS, the Contractor desires to amend this Contract:

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

The Contract between the parties entered on the 1st day of March, 2011, which was approved by the Jefferson County Commission on March 8, 2011, and recorded in Minute Book 161; Page(s) 300-304, is hereby amended as follows:

The Contract was extended on January 1, 2012 through December 31, 2012: and approved by the Jefferson County Commission on January 4, 2012 recorded in Minute Book 162; Page(s) 508-509, is hereby amended as follows:

Item 3: Extend the completion dated of this contract from January 1, 2013 to December 31, 2013.

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

Contractor	Cooper Green Mercy Hospital
Chad Runeberg	Sandral Hullett, MD
Morris and Dickson Co., LLC	CEO/Medical Director
Jefferson County Commission	
W. D. Carrington, President	

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

Dec-20-2012-1076

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama and Mercy Emergency Physicians, LLP to extend current contract for emergency services at Cooper Green Mercy Hospital past January 1, 2013 for a period of 4 - 8 weeks.

Mercy
EMERGENCY PHYSICIANS, LLP

December 18, 2012

Mr. Walter Jackson, Manager MEMORANDUM OF UNDERSTANDING
The Jefferson County Commission d/b/a
Cooper Green Mercy Hospital
1515 6th Avenue South
Birmingham Alabama 35223

Dear Mr. Jackson:

This memorandum will serve as a mutual understanding to extend our current Agreement for Emergency Services past January 1, 2013 for a period of 4-8 weeks while we enter good faith discussions to negotiate a new long term contract for services.

Mercy Emergency Physicians, LLP will make good faith efforts to work with current physicians in the area to staff the Urgent Care.

The hours for the urgent care are contemplated to be 16 hours per day, 7 days a week, 365 days a year. The currently scheduled operating hours are 8 a.m. - 12 midnight local time.

The parties will only utilize physician extenders, as permitted by the United States District Court having jurisdiction, and subject to a mutually agreed upon timetable and implementation plan.

If the foregoing is agreeable, please sign this Memorandum of Understanding and return it by facsimile to 231.929.2412 as soon as possible. Mercy, Michael Frye, MD, FACEP, and I view this as the first step in an ongoing, long-term relationship wherein our similar philosophies and management styles can provide optimal urgent care services for your community.

Thank you again for your confidence in our service. Please do not hesitate to call Dr. Frye or me with any questions.

Sincerely,
Derik K. King, M.D., FACEP
President

ACKNOWLEDGED AND AGREED:

THE JEFFERSON COUNTY COMMISSION d/b/a COOPER GREEN MERCY HOSPITAL

BY: W. D. Carrington

ITS: President

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

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

Dec-20-2012-1077

BE IT RESOLVED by the Jefferson County Commission that the Finance Director is hereby authorized and directed to transfer among the various operating and capital funds the following amounts for Fiscal Year 2011 as required to provide for cash needs:

From the General Fund (Fund 01):

\$ 4,552,826 to the Emergency Management Fund to cover prorata share of tornado damage expenses.

\$ 556,514 to the Emergency Management Fund to cover net prorata share of EMA expenditures FY06 thru FY 11.

From the Bridge and Public Building, Fund (2015):

\$ 937,995 to the Debt Service Fund.

From the Capital Improvement Fund (4021):

\$ 2,102,000 to the Bridge and Public Building Fund.

From the PBA Fund (4030):

\$ 7,037,558 to the Capital Improvement Fund to reimburse for capital expenditures.

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

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

Dec-20-2012-1078

BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign an agreement between Jefferson County, Alabama and Alabama Media Group to provide retail advertising for public notices and legal advertisings. The contract is for the period December 1, 2012 to September 30, 2013 and is not to exceed \$20,000.00.

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened Monday, January 14, 2013 at 9:00 a.m. with the following members present:

District 1 George F. Bowman

District 2 Sandra Little Brown

District 3 James A. (Jimmie) Stephens

District 4 Joe Knight

District 5 David Carrington

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

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, January 17, 2013.

President

ATTEST

Minute Clerk