

STATE OF ALABAMA)

JEFFERSON COUNTY) December 10, 2012

The Commission convened in regular session at the Birmingham Courthouse at 1:00 p.m., David Carrington, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Knight seconded by Commissioner Stephens that the Minutes of November 27, 2012, be approved. Voting "Aye" Knight, Stephens, Bowman, Brown and Carrington.

The Commission met in Work Session on December 10, 2012, and approved the following items to be placed on the December 10, 2012, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 6.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 10.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 13.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 15.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 17 and the Unusual Demands report was approved to be added to the Commission Meeting Agenda.

Dec-10-2012-1018

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action: Kevin Austin, Sheriff's Office was granted a military leave of absence from February 27, 2011 to September 3, 2011 and the amount of pension contributions due Kevin Austin is \$1,144.39 plus the County matching contributions of \$1,144.39 for a total of \$2,288.78.

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

Dec-10-2012-1019

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 High Ground Solutions to provide a license agreement and implementation service for the RapidCast Rapid Alert & Notification System for the period January 1, 2013 - December 31, 2013 in the amount of \$2,495.

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

BE FT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Agreement to Provide Professional Engineering Services for Treatment Process Optimization Training for the Five Mile Creek, Leeds, Prudes, Turkey Creek, and Warrior WWTPS with Hazen and Sawyer, P.C. in the amount of \$25,000. This contract provides for an engineering review of the operating conditions and provides training and recommendations for optimizing the treatment processes for efficiency and effectiveness.

AGREEMENT TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR

Jefferson County Environmental Services Department for

Treatment Process Optimization Training for the Five Mile Creek, Leeds, Prudes, Turkey Creek, and Warrior WWTPs

This AGREEMENT, made this the _____ day of _____, 2012, by and between Jefferson COUNTY, in the State of Alabama as Party of the First Part, hereinafter referred to as the COUNTY, and Hazen and Sawyer, P.C. (CONSULTANT) as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned with payment to be administered by the COUNTY to accomplish the analysis and reporting for the Professional Engineering Services for Treatment Process Optimization Training for the Five Mile Creek, Leeds, Prudes, Turkey Creek, and Warrior WWTPs as outlined in the Scope of Work.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

ARTICLE I – SCOPE OF WORK

The CONSULTANT, in the accomplishment of work under this AGREEMENT shall meet the requirements for conformance with the standards adopted by the COUNTY and ascertain the written practices of the Jefferson County Environmental Services Department prior to beginning any work on this project.

This project consists of two, one-day training workshops geared towards process control and process optimization for the COUNTY's operations staff. In preparation for each training session, CONSULTANT will visit the Five Mile Creek, Leeds, Prudes, Turkey Creek, and Warrior WWTPs and discuss operations and process control with each plant's operator. CONSULTANT will perform a cursory review of each plant's operating data, calculate each plant's theoretical power demand, compare the theoretical power demand to actual demand, and provide general optimization recommendations based on observations and simplified data analyses. Each day's training session will be geared towards plant type (conventional plug flow or oxidation ditch).

SECTION 1 – OBLIGATION OF CONSULTANT TO COUNTY

The CONSULTANT will perform the following engineering services:

1. Visit the Five Mile Creek, Leeds, Prudes, Turkey Creek, and Warrior WWTPs and discuss operations and process control with each plant's operator.
2. Perform a cursory review of each plant's operating data (provided by OWNER) and trend available data.
3. Calculate theoretical power requirements for major load centers such as aeration, and compare theoretical values to actual power use.
4. Provide general optimization recommendations based on observations and simplified data analyses through two, one-day training workshops geared towards process control and optimization of OWNER's operations staff. The training will be designed to provide COUNTY staff with an understanding of process theory and the ramifications of operating outside typical parameters. Materials developed to aid in the training will be submitted to COUNTY in electronic format for reference purposes and future use.

SECTION 2 – OBLIGATION OF THE COUNTY TO THE CONSULTANT

It is understood that the COUNTY will:

1. Furnish requirements for the project and provide full information as to its requirements for the project.
2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project, including previous reports and any other data relative to the project.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as COUNTY's representative with respect to the work to be performed under this AGREEMENT.
4. Examine studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
5. Give prompt written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any defect in the project.
6. Assume all costs of public hearings, if required.

7. COUNTY will operate any plant equipment as necessary and reasonable to carry out the scope of work.
8. Pay for appearances before courts or boards regarding litigation related to the project(s), and/or preparatory work required in connection with such matters. Appearances before courts or boards regarding litigation related to errors or omissions of the CONSULTANT which result in legal proceedings against the COUNTY shall not be charged to the COUNTY, and shall not be items eligible for payment by the COUNTY.
9. Examine tools, studies, reports, sketches, opinions of probable cost of construction, requests for qualifications, and other documents presented by the CONSULTANT, and shall render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

SECTION 3 – CONFERENCES AND VISITS TO SITE

1. Conferences outlined in the scope of work will be held at the reasonable request of either the COUNTY or the CONSULTANT to discuss matters pertinent to any phase of the project. CONSULTANT will be entitled to additional compensation for any conferences requested by the COUNTY beyond those outlined in the scope of work in Section 2.
2. Requests for visits to the site may be made by the COUNTY or the CONSULTANT in conjunction with any other party or parties.

ARTICLE II – TIME OF BEGINNING AND COMPLETION

The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within ten (10) days after receipt of written notice from the COUNTY to proceed. The COUNTY will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.

The work to be performed shall be completed within 90 days of receipt of a Notice to Proceed. Should delays attributable to causes beyond the control of the CONSULTANT be encountered, such as would extend the contract work beyond the agreed upon ninety day period, the COUNTY may adjust the amount of this contract by amendment, so as to reflect the cost of additional expense items and additional fee, if any, arising from the change.

In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.

The Contract shall remain in full effect until completion of the Scope of Work and acceptance of final payment by the CONSULTANT, up to the maximum term allowed by law.

ARTICLE III – PAYMENT

SECTION 1 – FEE

For services performed by the CONSULTANT under this AGREEMENT, and as full and complete compensation therefore, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise provided herein, and subject to and in conformity with all provisions of this AGREEMENT, the COUNTY will pay the CONSULTANT as follows:

For the work contemplated under Article I, Section 1, compensation shall be computed on the basis of a Cost Not to Exceed contract to be paid by monthly invoice at the schedule of standard charges attached as Exhibit A. The contract shall include a maximum engineering cost of twenty-five thousand and 00/100 dollars (\$25,000.00). This contract amount shall not be exceeded except by formal amendment to this agreement.

The above represents the CONSULTANT'S best estimate of anticipated hours and costs to perform this contract. Actual project time will be determined at a later date, which could decrease the above contract amount. Payment shall be made, not more often than once monthly, in amounts evidenced by the submittal of vouchers and invoices by the CONSULTANT to the COUNTY and along with other evidence of performance as the COUNTY may deem necessary. The COUNTY shall pay the CONSULTANT within ten (10) days of receipt of the CONSULTANT's payment request by the COUNTY Finance Department.

SECTION 2 – FINAL ACCEPTANCE

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the COUNTY for all claims and liability to the CONSULTANT, his representative and assigns for all things done, furnished or relating to the service rendered by the CONSULTANT under or in connection with this AGREEMENT or any part thereof provided that no unpaid invoice exists because of extra work required at the request of the COUNTY.

ARTICLE IV – MISCELLANEOUS PROVISIONS

SECTION 1 – CHANGES OF WORK

If, during the term of this AGREEMENT, additional services are required of the CONSULTANT other than those specified above or major changes in the work become necessary or desirable, the COUNTY may order, in writing, the CONSULTANT to perform such services or make such changes. If the CONSULTANT is of the opinion that the work he has been directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT will, within ten (10) days, notify the COUNTY in writing and receive approval from the COUNTY prior to performing such work. In the event the COUNTY determines that such work does constitute extra work,

additional time for completion of contract may be given and payment for the additional work shall be negotiated by Supplemental Agreement prior to work being undertaken by the CONSULTANT. Likewise, during the term of this AGREEMENT, any service specified may be deleted and/or reduced at the discretion of the COUNTY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fee or cost ceiling will be made on a proportionate basis.

SECTION 2 – OWNERSHIP OF ENGINEERING DOCUMENTS

Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the COUNTY all documents and data pertaining to the work or to the project, which material shall become the property of the COUNTY. All original tracings or maps and other engineering data furnished to the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT.

SECTION 3 – CONSULTANT'S ENDORSEMENT

The CONSULTANT shall endorse the original title or cover sheet of all reports and engineering data required to be furnished by him under the terms of this AGREEMENT. All endorsements shall contain the seal and original signature of an Alabama licensed professional engineer who is a bona fide employee of the CONSULTANT.

SECTION 4 - DELAYS AND EXTENSIONS

1. In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in Article II - Time of Beginning and Completion, the COUNTY may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within ten (10) working days after the alleged delay has occurred.

2. In the event that delays are deemed avoidable by the COUNTY and time extensions are not granted, the CONSULTANT may be subjected to a liquidated damages charge of \$100.00 per day for each calendar day exceeding the time specified in Article II.

SECTION 5 – TERMINATION OR ABANDONMENT

1. The COUNTY shall have the right to abandon this AGREEMENT or to amend the AGREEMENT at any time, and such action shall, in no event, be deemed a breach of contract.

2. The COUNTY has the right to terminate this AGREEMENT at its sole discretion upon ten (10) days written notice to the CONSULTANT and make settlement with the CONSULTANT upon an equitable basis in accordance with the following. In determining the final compensation to the CONSULTANT, the COUNTY shall apply the following:

A. No consideration will be given to profit which the CONSULTANT might have made on the uncompleted portion of the work.

B. If the AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payments previously made.

C. If the AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY confirming all reimbursable cost incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

SECTION 6 – TERMINATION OF CONTRACT FOR BREACH

A. The Contract may be terminated by the COUNTY for CONSULTANT'S breach of any substantive provision of the Contract including, but not limited to, any of the following reasons:

1. Substantial evidence and belief that the progress being made by the CONSULTANT is insufficient to complete the Work within the specified time.

2. Deliberate failure on the part of the CONSULTANT to proceed with the Work when so instructed by the COUNTY or to observe any requirement of these Specifications.

3. Failure on the part of the CONSULTANT to promptly make good any defects in the work that may be called to his attention by the COUNTY.

4. In case the CONSULTANT becomes insolvent or is declared bankrupt, or allows any final legal judgment to stand against him unsatisfied, or shall make an assignment for the benefit of his creditors.

E.(sic) Before the Contract is terminated, the CONSULTANT will first be notified in writing by the COUNTY of the conditions which make termination of the Contract imminent. Fifteen (15) days after notice is given, if no effective effort has been made by the CONSULTANT to correct the conditions for which compliant is made, the COUNTY may declare the Contract terminated and will notify the CONSULTANT accordingly.

F. (sic) Upon receipt of notice from the COUNTY that the Contract has been terminated, the CONSULTANT shall immediately discontinue all operations, safely secure all items of the Work, and remove his equipment. The COUNTY may then proceed with completion of the Work in any lawful manner that it may elect, until it is finally completed. When thus finally completed, the total cost of the Work (including all previous payments made to the CONSULTANT) will be computed and if this total cost is greater than the Contract price, the difference shall be paid to the COUNTY by the CONSULTANT.

SECTION 7 – CONTROVERSY

In any controversy concerning a question of fact in connection with the work covered by this AGREEMENT, or compensation therefore, the decision of the Director of Environmental Services in the matter shall be final and conclusive for both parties.

SECTION 8 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

1. The CONSULTANT shall be responsible for all damage to life and property due to its activities and that of its subcontractors, agents or employees in connection with its services under this AGREEMENT. The CONSULTANT specifically agrees that its subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

2. The CONSULTANT agrees to indemnify, hold harmless and defend the COUNTY, its elected officials, officers and employees (hereinafter referred to in this paragraph collectively as "COUNTY"), from and against any and all loss, expense 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 breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, negligent acts, errors or omissions including engineering design even though such injuries or death or damage to property is claimed to be due to the negligent acts, errors or omissions of the CONSULTANT, his subcontractors, the Contractor, his subcontractor, the COUNTY, its elected officials, officers or employees. Nothing contained in this paragraph should be construed to obligate CONSULTANT to indemnify the COUNTY for its own negligence, the negligence of its contractors or subcontractors or others.

3. The CONSULTANT, without extra compensation, shall carry insurance of the kinds in amounts set out below. All insurance shall be by companies authorized to do business in Alabama involving those types of insurance. Before beginning work, the CONSULTANT shall file with the COUNTY a certificate from his insurer showing the amount of insurance carried and the risk covered there by or a copy of the required insurance policies.

General Liability and Property Damage.....	\$300,000.00
Automobile and Truck Bodily Injury Liability.....	\$300,000.00
Workers Compensation.....	Statutory
Professional Liability.....	\$2,000,000.00 each claim

A 30 day notification is required from the insurer to the COUNTY for any current or potential claim against the CONSULTANT that could affect the limits of their policy. Also, the CONSULTANT shall notify the COUNTY within 30 days about any present or future claims that could affect their policy limits. The foregoing Indemnity Agreement shall not be limited by reason of any insurance coverage provided.

SECTION 9 - GENERAL COMPLIANCE WITH LAWS

The CONSULTANT shall comply with the provisions of the Labor Law, all State Laws, Federal and Local Statutes, Ordinances and Regulations that are applicable to the performance of this AGREEMENT, and especially laws, ordinances and statutes prohibiting discrimination in employment of persons on account of race, creed, color, sex, national origin, or disability and all applicable provisions of Title 6, Code of Federal Regulations, and procure all necessary licenses and permits.

SECTION 10 - SUBLETTING, ASSIGNMENT OR TRANSFER

There shall be no subletting, assignment or transfer of the interests of the CONSULTANT in any of the work covered by this AGREEMENT without written consent of the COUNTY. In the event the COUNTY gives such consent, the terms and conditions of this AGREEMENT shall apply to and bind the party or parties to whom such work is consigned, subject or transferred as fully and completely as the CONSULTANT is hereby bound and obligated.

SECTION 11 - EMPLOYMENT OF COUNTY WORKERS

1. The CONSULTANT shall not engage, on full or part time or other basis during the period of the AGREEMENT, any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employ of the COUNTY, except regularly retired employees, without written consent of the public employer of such person.

2. The CONSULTANT warrants that he has not employed or retained any company, or person other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the COUNTY shall have the right to annul this contract without liability or, at its discretion, deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

3. No COUNTY official, employee of the COUNTY, shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise therefrom, except the use of the facility being designed as enjoyed by the general public.

SECTION 12 – CONTROL

All work by the CONSULTANT shall be done in a manner satisfactory to the COUNTY and in accordance with the established policies, practices and procedures of the COUNTY.

SECTION 13 - CONDITIONS AFFECTING WORK

1. The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope and type of work hereunder and the general and local conditions which can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution of this AGREEMENT, unless such understandings or representation by the COUNTY are expressly stated herein. The CONSULTANT and subcontractor shall maintain all books, documents, papers, accounting records and other evidences pertaining to costs incurred for this project, and to make such material available at their respective offices at all times during the contract period and for three (3) years from the date of final payment of the COUNTY funds under the terms of the contract, for inspection by the COUNTY, or any authorized representative of the COUNTY government, and copies thereof shall be furnished if requested.

2. During the performance of this contract, the CONSULTANT or itself, its assignees and successors in interest, agree as follows:

A. Non-Discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, creed, color, sex, national origin, or disability in the selection and detention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity Provisions of Executive Order 11246 of September 24, 1965. The CONSULTANT must execute the EEO certification attached hereto as Exhibit C as required by Jefferson County Commission Administrative Order AO2008-4.

B. Solicitations of Subcontractor, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this contract and the regulations relative to nondiscrimination.

C. Sanctions of Noncompliance : In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the COUNTY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or
- (2) Cancellation, termination or suspension of the contract, in whole or in part.

SECTION 14 - 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, without giving effect to the conflict of laws rules thereof. 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.

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

1. The CONSULTANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of monies available and no liability shall be incurred by the COUNTY beyond the monies available for that purpose.

2. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of the COUNTY by reason hereof, and that he will not, by reason hereof, make any claim demand or application to or for any right or privilege applicable to any officer or employee of the COUNTY, including, but not limited to, Workmen's Compensation coverage or retirement membership or credit.

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Hazen and Sawyer, P.C. on the ____ day of _____ 2012, and the COUNTY on the ____ day of _____ 2012.

Robert S. DiFiore, Vice President

Hazen and Sawyer, P.C.

RECOMMENDED:

David Denard, Director of Environmental Services

Jefferson County

ATTEST:

JEFFERSON COUNTY COMMISSION

Minute Clerk

W.D. Carrington, President

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

WHEREAS, Jefferson County, Alabama approved an agreement with the Alabama Department of Transportation (ALDOT) in the amount of \$51,077.95, on June 15, 2010, M.B.160, Pages 79-82, to allow the County to be reimbursed for all costs to relocate sanitary sewers that are in conflict with ALDOT's Oporto-Madrid Boulevard road improvement project in the City of Birmingham, and

WHEREAS, the Alabama Department of Transportation (ALDOT), has subsequently revised the reimbursement agreement, and

WHEREAS, the current estimated expenses are \$50,086.67 and,

WHEREAS, the Alabama Department of Transportation (ALDOT), has requested a corrected revised reimbursement agreement, and

WHEREAS, the corrections have been incorporated in a replacement agreement, to be executed by the Alabama Department of Transportation (ALDOT), and requires approval and execution by the Jefferson County Commission.

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

1. The Agreement of on June 15, 2010, M.B. 160, Pages 79-82, between Jefferson County Commission and the Alabama Department of Transportation (ALDOT), in the amount of \$51,077.95 is hereby withdrawn; and

2. The revised replacement agreement between Jefferson County Commission and the Alabama Department of Transportation (ALDOT) (copy attached), in the amount of \$50,086.67 to allow the County to be reimbursed for all costs to relocate sanitary sewers that are in conflict with ALDOT's Oporto-Madrid Boulevard road improvement project in the City of Birmingham, is hereby approved and the President is authorized to execute the replacement agreement on behalf of Jefferson County, Alabama.

REIMBURSABLE AGREEMENT FOR RELOCATION OF UTILITY FACILITIES

ON PRIVATE OR PUBLIC RIGHT-OF-WAY WORK TO BE PERFORMED BY STATE CONTRACTOR

		PROJECT NUMBER	
	Private Right-of-Way	Utilities	HPP-1602(537)
√	Public Right-of-Way	Construction	HPP-1602(537)

THIS AGREEMENT is entered into by and between the State of Alabama Department of Transportation acting by and through its Transportation Director, hereinafter referred to as the STATE, and Jefferson County Environmental Services Department, hereinafter referred to as the UTILITY.

WITNESSETH:

WHEREAS, the STATE proposes a project of certain highway improvements in Jefferson County, Alabama, said project being designated as Project No. HPP-1602(537) and consisting approximately of the following:

Grade, Drain, Base, and Pave of Oporto-Madrid Boulevard, Phase 4. Project consists of vertical grade change, drainage improvements, and widening; and

WHEREAS, the UTILITY is the owner of certain facilities located on private or public right-of-way, as applicable, at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the Transportation Director has determined that the relocation of the facilities hereinafter referred to is necessitated by the construction of said project and has requested or ordered, as applicable, the UTILITY to relocate same; and

WHEREAS, under the laws of Alabama, the STATE is required to compensate the UTILITY for all or part of such relocation;

NOW, THEREFORE, the parties hereto agree as follows:

1. The UTILITY, not being staffed or equipped to perform the relocation, requests that the relocation work be included in the STATE'S Highway Construction Contract. The relocation of the facilities will be accomplished in accordance with and as shown by the UTILITY'S reproducible mylar plans, specifications, and estimate transmitted herewith and made a part hereof by reference. The estimated cost of the "In-Kind" relocation including engineering is \$ 50,086.67.

a. The actual cost of relocation will not be reimbursed to the UTILITY but will be paid directly to the STATE'S contractor by the STATE as a part of its contract.

b. In the event a Consultant Engineer acceptable to and approved by the STATE is utilized by the UTILITY, the actual cost of such Engineer under contract approved by the STATE will be reimbursed by the STATE to the UTILITY. If the UTILITY, with approval of the STATE, designs the relocation work with company employees, the STATE will reimburse the UTILITY for the actual cost of such design. Payment for actual cost in either instance will be made upon receipt and verification of appropriate invoices from the UTILITY provided the actual cost is established by the records of the UTILITY when kept in accordance and in compliance with general accounting practices acceptable to the STATE and in compliance with Parts 30 and 31, Federal Acquisition Regulations.

The detailed cost estimate will be prepared on the State's Form U-10 or the UTILITY'S own form giving the same type of information. The estimated cost for Engineering required by the relocation of utility facilities is included in the total estimated cost of relocation set forth

hereafter in this Agreement, and will be divided into three (3) phases: (a) Phase I - Concept; (b) Phase II - Design; and (c) Phase III - Construction. Each Phase of the Engineering work must be estimated and performed independently of the other. The three Engineering Phases will apply to work performed by the UTILITY'S Engineering Personnel and/or Consultant Engineers. The UTILITY will not proceed with any additional Phase of the required engineering work until it has received written notification from the STATE approving the completion of the previous Phase and written instruction to proceed with the next Phase.

The STATE has the right to notify the UTILITY, in writing, to cease Engineering work at any time it deems necessary. If so notified, the UTILITY shall cause all work to cease within four (4) working days and will invoice the STATE for the reimbursable work completed to date.

The STATE'S share of the engineering charges shall be limited to the "in-kind" work only.

c. This agreement includes betterment ____ Yes No.

If the relocation plan contains betterment, the foregoing blank will be checked. Two (2) estimates will be required, an "in-kind" and a "betterment" estimate. After opening of bids in accordance with 23 CFR 635 and applicable State law and prior to award of the STATE'S Contract, the STATE will invoice the UTILITY for the low-bid Contractor's price for the betterment items. This invoice will be paid by the Utility prior to contract award, or the "betterment" items will be deleted from the contract and it may be awarded without betterment. At the completion of the project, a final accounting will be held. At this time any funds due the UTILITY will be returned or if funds are due the STATE, the UTILITY will be sent a Final Invoice for the amount due and the UTILITY will promptly pay such amount to the STATE.

The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 CFR 645. Excluding betterment costs, the total estimated cost of relocation, including Engineering is \$50,086.67. The total estimated cost including betterment is \$50,086.67.

If an adjustment for betterment is applicable, the STATE shall reimburse the UTILITY based on the percentage ratio of "in-kind" cost and "betterment" cost and being 100.00 percent of the total actual cost of relocation, as "in-kind", and the remaining 0.00 percent thereof shall be for the account of the UTILITY for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, the STATE reserves the right to recalculate the percentages at any time.

2. The UTILITY will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

3. The UTILITY will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. The UTILITY will be notified by the STATE Project Engineer, twenty-four (24) hours in advance of the commencement of the facility adjustment by the STATE Contractor. The STATE Project Engineer shall have final authority in all matters affecting the work of the STATE'S Contractor. In the event the UTILITY has an Inspector on the project, such Inspector will not issue any instructions to the STATE'S Contractor. All instructions to the STATE'S Contractor with regard to the work provided for under this agreement will be issued by the STATE Project Engineer, after consultation with the UTILITY Inspector or Representative if found necessary by the STATE Project Engineer.

5. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the UTILITY as the provisions thereof are applicable hereto.

6. The UTILITY will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.

7. Where the UTILITY has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest will be submitted to the STATE by the UTILITY for review and approval.

8. If the UTILITY is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the UTILITY will convey to the STATE by Quitclaim Deed the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

9. In the event the UTILITY is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

a. The cost of relocation will include reimbursement for acquisition of right-of-way by the UTILITY to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the UTILITY.

b. Reimbursement for future relocation of the UTILITY'S facilities will be in accordance with State law in effect at the time such relocation is made; provided, however, the UTILITY will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of-way if such future relocation is outside the highway right-of-way and such relocation is required by the STATE, and provided that the prior relocation from private right-of-way to public right-of-way was without compensation to the UTILITY for its compensable property interest in its private right-of-way.

10. The UTILITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the UTILITY, its agents, servants, employees or facilities. By entering into this agreement, the UTILITY is not an agent of the State, its officers, employees, agents or assigns. The UTILITY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties. Additional indemnification for City/County owned utilities is detailed in Exhibit N.

11. In the event a Utility - Consultant Engineering Agreement for this project is entered into between the UTILITY and a Consulting Engineer, the following provisions will apply:

a. The UTILITY has complied or will comply with and fulfill all obligations, requirements, notifications, and provisions of the Utility - Consultant Engineering Agreement executed for this project work which are for the benefit or protection of the STATE.

b. The UTILITY has obtained or will obtain all approvals and authorizations required by the STATE which are provided for in the Utility - Consultant Engineering Agreement.

c. No reimbursement payments will be due and none will be made by the STATE until such Utility - Consultant Engineering Agreement is complied with faithfully by the UTILITY and Consulting Engineer.

12. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the UTILITY provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of- way.

13. Paragraph 14 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

14. In the event any Federal Funds are utilized for this work, the following certification is made:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

15. Exhibit N is attached hereto and made a part hereof.

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

WITNESS

Brian Davis

RECOMMENDED FOR APPROVAL:

Jefferson County Environmental Services Department

W. D. Carrington, Jefferson County Commission President

Division Engineer

Robert G. Lee

APPROVED AS TO FORM

Jim Ippolito, Jr., Chief Counsel,

Alabama Department of Transportation

STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

John R. Cooper

Transportation Director

The within and foregoing Agreement is hereby approved on this ____ day of _____, 20 ____.

Robert Bentley

GOVERNOR

STATE OF ALABAMA

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

Dec-10-2012-1022

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Amendment No. 1 to the Agreement to Provide Engineering Design Services for Cahaba 4 Television Inspection- Specification, Bidding and Construction Management Services in the amount not to exceed Thirty Thousand Dollars (\$30,000.00) between Jefferson County and Gresham, Smith, and Partners for additional Engineering and Construction Management Services outside the original scope of work. This amendment also provides for an additional 150 contract days from September 7, 2012.

AMENDMENT NO. 1

TO AGREEMENT TO PROVIDE

ENGINEERING DESIGN SERVICES FOR

CAHABA 4 TELEVISION INSPECTION – SPECIFICATION, BIDDING, AND CONSTRUCTION MANAGEMENT SERVICES

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Environmental Services Department, hereinafter called "the Owner," and Gresham, Smith and Partners, hereinafter called the "Consultant" to provide for additional Engineering Services and Construction Management Services for Cahaba 4 Television Inspection – Specification, Bidding, and Construction Management Services.

WITNESSETH:

WHEREAS, the Owner desires to amend the contract; and

WHEREAS, the Consultant 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 John S. Young, Jr., LLC, Receiver on August 31, 2011, is hereby amended as follows:

I. AMENDMENT TO ARTICLE I - SCOPE OF WORK

Amend Article I – Scope of Work, Section 1 – Obligation of the Consultant to the Owner to include the following engineering services:

1. Additional bid process/activities outside the original agreement.
2. Tuberculation Specification Development.
3. Coordination calls and discussions with Collection System Asset Management team.
4. Engineering, Inspection and QA/QC tasks due to additional Television Inspection within Cahaba 4.
5. Assisted in the verification of ownership of sanitary sewers within the Galleria and Patton Creek development.
6. Coordination of Smoke testing within Cahaba 4.
7. Engineering and Inspection for added Trussville Smoke Testing and Television Inspection.
8. Coordination and inspection of traffic control for Old Rocky Ridge road point repair.
9. Full time inspection for grease cleaning in Cahaba 4.
10. Engineering and Inspection for additional Cahaba basin smoke testing.

II. AMENDMENT TO ARTICLE II – TIME OF BEGINNING AND COMPLETION

Amend Article II – Time of Beginning and Completion as follows:

1. Amend to grant a time extension of one hundred fifty (150) days, beginning from the date of September 7, 2012.

III. AMENDMENT TO ARTICLE III - PAYMENT

Amend Article III – Payment, Section 1 as follows:

1. In consideration of the change in the Scope of Work of the project as described by this AMENDMENT, the basis of compensation paid to the CONSULTANT shall be changed as described herein as follows:

A. For services related to the scope of work outlined in ARTICLE I, OWNER will pay the CONSULTANT based on actual allowable expenses not to exceed the proposed costs of Twenty-Six Thousand Six Hundred Fifty-Six Dollars and Thirty Four Cents (\$26,656.34), plus a fixed professional fee of Three Thousand Three Hundred Forty-Three Dollars and Sixty-Six Cents (\$3,343.66) for a total "cost plus fixed fee" contract in the amount of Thirty Thousand Dollars (\$30,000.00), as shown below and in Attachment 1 appended hereto. The contract Amount shall be subject to increases or decreases for changes in the Work as provided in Article IV, Section 1.

Engineering Services.....	\$26,122.34
Other Reimbursable Cost.....	\$534.00
Professional Fee.....	\$3,343.66
Grand Total, Amendment No. 1.....	\$30,000.00

IV. ARTICLE IV – MISCELLANEOUS PROVISIONS

Amend Article IV – Add Section to Miscellaneous Provisions as follows:

SECTION 15 - Alabama Code Section 31-13-9.

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

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Engineering Service Associates, Inc. on the _____ day of _____, 2012, and the OWNER on the _____ day of _____, 2012.

Gresham, Smith and Partners
James C. Griffo, AIA, Principal

RECOMMENDED:

ENVIRONMENTAL SERVICES DEPARTMENT
David Denard, Director

APPROVED:

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

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

Dec-10-2012-1023

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Change Order No. 1 to the Contract for Television Inspection for Cahaba River Sanitary Sewer Collection System, Contract 4 between Jefferson County and Video Industrial Services, Inc.. This change order increases the contract time by 150 consecutive calendar days for additional television inspection and smoke testing to evaluate possible sources of inflow and infiltration within the sanitary sewer system. The additional 150 consecutive calendar days is retroactive to August 19, 2012.

CHANGE ORDER NO. 1 TO THE CONTRACT FOR TELEVISION INSPECTION FOR
CAHABA RIVER SANITARY SEWER COLLECTION SYSTEM, CONTRACT 4

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Environmental Services Department, hereinafter called "the Owner," and Video Industrial Services, Inc., hereinafter called the "Contractor" to provide an increase in contract time to perform additional television inspection and smoke testing to evaluate possible sources of inflow and infiltration within the sanitary sewer system.

WITNESSETH:

WHEREAS, the Owner 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 March 27, 2012, in Minute Book 163, Page 71, is hereby amended as follows:

Original Contract Time: 105 Consecutive Calendar Days

Increase in Contract Time: 150 Consecutive Calendar Days

New Contract Time: 255 Consecutive Calendar Days

The additional 120 consecutive calendar days will be retroactive to August 19, 2012.

RECOMMENDED:

David Denard, Director

Environmental Services Department

APPROVED:

W.D. Carrington, President

Jefferson County Commission

ACCEPTED:

Drew Mahan, Vice President

Video Industrial Services, Inc.

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

Dec-10-2012-1024

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Schwing Bioset to provide service repairs on Schwing Cake Pumps at the Village Creek Wastewater Treatment Plant in the amount of \$299,760.

Contract No: 4459

CONTRACT FOR SERVICE REPAIRS ON SCHWING CAKE PUMPS @
VILLAGE CREEK WASTEWATER TREATMENT PLANT (PER ITB 165-12)
JEFFERSON COUNTY ENVIRONMENTAL SERVICES DEPARTMENT

THIS AGREEMENT entered into by and between Jefferson County, Alabama, hereinafter called "the County", and Schwing Bioset, hereinafter called "the Contractor," shall be effective for a period of ninety (90) calendar days from receipt of the Notice to Proceed.

WHEREAS, the County desires to contract for service repairs (rebuild of one and service/maintenance on the other) on two (2) Schwing Cake Pumps at the Village Creek Wastewater Treatment Plant located at 1440 Pleasant Hill Road, Birmingham, AL 35224.

WHEREAS, the Contractor desires to furnish said equipment/parts and repairs/service 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:

- Rebuild the pump that is currently out of operation and bring it into correct, operating condition.
- Provide factory service/maintenance work on the other pump currently in operation.
- Provide equipment/parts to perform all work on both pumps.

2. SCOPE OF WORK

· Replace the hydraulic pumps suction hoses from the tank to the top of the pump with new fittings and o-rings for the pump side

- Replace main and screw feeder hydraulic pumps shaft seals
- Replace poppet cylinders on suction and discharge sides
- Replace the differential cylinder
- Replace the 1 to 1 gear box
- Add new screws and hanger bearing plates for the screw feeder
- Rebuild the pump control block
- Replace the pump rams
- Repair, as needed, hydraulic power pack
- Check and set/reset all hydraulic pressures and speeds when done
- Test each pump after work completed to ensure correct operating condition
- Pumping units will be worked on separately

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK

Upon receipt of Certificate of Insurance in compliance with Page 5 of this contract, receipt of the Performance Bond in compliance with Page six (6) of this contract and approval of said contract by the Jefferson County Commission, the Jefferson County Purchasing Department will issue a purchase order for the work described above.

4. SCHEDULING THE WORK

- A. Work is to be done onsite @ the Village Creek Wastewater Treatment Plant and must be scheduled and performed to have minimal impact on plant operations.
- B. Work is to be performed Monday through Friday from 6:00 a.m. – 6 p.m. with no work on holidays or weekends.
- C. Work will be scheduled for two, separate onsite visits. The first visit will be the factory rebuild of the current inoperable pump. The second visit will be the factory service/maintenance work on the current operating pump.
- D. Each pump is estimated to require the work of two factory technicians, each working 120 hours for ten days (Monday – Friday) during a two-week period.
- E. Plant operational requirements take precedence over Contractor activities. Therefore, interruption of plant operations must be coordinated with the Plant Manager and are subject to the operational requirements of the plant.
- F. Jefferson County shall have the right to delay work if deemed detrimental to the operation of the Village Creek Wastewater Treatment Plant due to operational issues or inclement weather.
- G. Contractor shall complete the work on both pumps within ninety (90) days from their receipt of the Notice to Proceed.
- H. The Contractor shall submit to the Plant Manager and/or Plant Supervisor, the names of the two technicians performing the work, and each technician will be required to sign in and sign out at the beginning and ending of each work day.
- I. All equipment, construction, and installation will comply with City, County, State, and Federal codes and regulations. If applicable, contractor will obtain and pay for all permits necessary, notify proper authorities for inspections and furnish any certificates required for the work.

5. SAFETY

A. General

- 1. The Contractor is solely responsible for the safety of his employees, subcontractors, and agents.
- 2.. The Contractor shall employ only factory certified technicians to perform the work.
- 3. Vehicle collisions or accidents will be reported to the County immediately. Written reports of such collisions or accidents may be requested of the Contractor to any level of detail as may be requested by the County. The Contractor may be asked to supply the County with copies (where possible) of disciplinary reports filed on behalf of any drivers.

4. The Plant Manager or Plant Supervisor shall have access at all times and without any notice to the area where work is being performed in order that they may inspect/observe work being performed.

5. Contractor may not turn off equipment, close valves, and disconnect electric service, etc., without first requesting, in writing, permission from the Plant Manager.

B. Exposure to Wastewater

1.. Wastewater is potentially hazardous to human health; the Contractor shall take all precautions necessary to protect the health of his workers and to protect the environment.

2. The two factory technicians performing the work onsite are to have up-to-date Immunizations for working in a wastewater treatment facility.

3. Contractor shall supply the two factory technicians any protective equipment or clothing needed to safeguard them from any hazards present in and around the pump area.

C. Lockout – Tag Out

1. The County will lockout and tag out all equipment that is removed from service in accordance with the procedures in place at the facility.

D. Employee Sign-in/Sign-out

1. The Contractor shall submit to the Plant Manager and/or Plant Supervisor, the names of all technicians who will be performing the work, and said technicians will be required to sign-in and sign-out at the beginning and end of each work day.

6. COUNTY EQUIPMENT

A. The County will provide the forklift and any other heavy equipment required by Contractor's factory technicians to perform the work.

7. COMPENSATION

A. Travel Expenses* for two technicians for twelve days per site visit as follows:

- Round Trip Air Fare - \$1,100 x 2 = \$ 2,200
- Hotel - \$ 135.00 (per diem) x 11 x 2 = \$ 2,970
- Meals - \$ 55,00 (per diem) x 12 x 2 = \$ 1,320

Car Rental - \$ 75.00 (per diem) x 12 x 2 = \$ 900

Total = \$ 7,390

Total Travel Expenses for two onsite visits\$14,780*

*Includes taxes, tips, insurance, and any other fees.

B Labor – hourly rate of \$115 x 120 hours* x 2 techs = \$ 27,600.00 per site visit

Total Labor costs for both site visits for 2 techs = \$ 55,200.00

C. Equipment/Parts** – See Attachment 1 for list = \$ 229,780.00

(Parts for both pumps including frgt/s&h fees)

Grand Total for A, B, C, D = \$ 299,760.00***

* If repairs require less than 120 hours, only actual hours worked will be paid.

** If applicable, all unused parts will be accounted for and deducted from this charge

*** Includes all travel expenses, labor cost, equipment/parts, freight for two factory technicians repairing/servicing two pumps involving two site visits.

8. TERMS OF PAYMENT

A. Two payments: one per pump repair

B. Reference Purchase Order # 2000067296 on each invoice

C. Net 30

9. INDEPENDENT CONTRACTOR

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

10. NON-DISCRIMINATION POLICY

Both parties agree that all services rendered under this contract shall be done so without regard to race, creed, color, sex, national origin, religion or handicap.

11. MISCELLANEOUS REQUIREMENTS

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

12. TERMINATION OF CONTRACT

This contract may be terminated by the County with a thirty (30) day written notice to the Contractor regardless of reason. Any violation of this contract 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.

13. LIABILITY

The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor shall 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.

14. AMENDMENT OF AGREEMENT

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

15. 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 Bidder to subcontract (assign) any portion of this contract, the Successful Bidder shall maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Bidder must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, shall result in termination of the contract and/or legal ramifications, due to nonperformance.

16. SUBCONTRACTING

A. No portion of the contract may be subcontracted without the prior written approval of the County.

B. Should the County authorize the Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the

ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Contractor must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor.

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

17. QUALITY ASSURANCE

The Contractor shall use adequate numbers of skilled workmen, under proper supervision, who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of the work as specified in this Contract.

18. PERFORMANCE BOND

The Contractor shall furnish the County a surety bond equal to the amount of this contract, at no cost to the County, to guarantee that all conditions and specifications of this Agreement shall be fulfilled. Bond shall be mailed to the Jefferson County Purchasing Department not later than fourteen (14) days after receipt of the contract. In lieu of a performance bond, the Contractor may submit a cashier's check from a local bank payable to the Jefferson County Commission OR a letter of credit from a local bank, acceptable to the Jefferson County Commission with a Jefferson County Commission draw-down. The face amount of the performance bond, cashier's check, or letter of credit shall be the total dollar amount of the contract.

19. CANCELLATION

Failure to deliver as specified and in accordance with the Contractor's Bid Response submitted in response to ITB 165-12, including promised delivery and completion date, shall constitute sufficient grounds for cancellation of the order at the option of the Jefferson County Commission.

20. INSURANCE

The Contractor shall maintain such insurance as shall protect him and the County from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operations under this contract.

Insurance shall be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured, by endorsement including a thirty (30) day(s) written cancellation notice. Evidence of insurance shall be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. The Contractor is also required to include the bid number on the evidence of insurance.

Insurance Minimum Coverage

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

General Liability

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

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

\$1,000,000 - Personal injury aggregate

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

Automobile Liability

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

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability

\$100,000 - Limit each occurrence

Umbrella Coverage

\$1,000,000 - Each occurrence

\$1,000,000 – Aggregate

Added Additional Insured By Endorsement

Jefferson County, Alabama

30 day(s) written cancellation notice

Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions enter the BID/RFP Number, Project Number or Purchase Order Number Covered by The Certificate of Insurance

Evidence of insurance shall be furnished to the Purchasing Agent prior to the issuance of the purchase order and any commencement of work on County premises.

20. (sic) PROTECTION DAMAGE

The Contractor shall be responsible for any damage to property of the County or others caused by him/her, any employees or sub-contractors, and shall replace and make good such damage. The Contractor shall maintain adequate protection to prevent damage to his/her property and the property of others, and shall take all necessary precautions for his/her safety and the safety of others. The Contractor shall comply with all safety laws and regulations in effect within the locality.

21. DISCLAIMER OF LIABILITY

The County shall NOT hold harmless or indemnify the Contractor for any liability whatsoever.

22. HOLD HARMLESS AGREEMENT

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.

23. 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.

24. INVOICING

All invoices must agree with the purchase order in description and price and include the following information:

1. Purchase Order Number;
- 2 Ship-to department name and address.

In order to ensure prompt payment, ALL ORIGINAL INVOICES* MUST BE SENT TO:

Jefferson County Commission	and	Environmental Services Department
Finance Department		Jefferson County Courthouse – 3rd Floor Annex
Room 820 County Courthouse		716 Richard Arrington, Jr. Blvd, North
716 Richard Arrington Jr. Blvd. North		Birmingham, AL 35203
Birmingham, Al 35203		Attn: Jonathan Shorts

*If invoice does not agree with purchase order, credits or a corrected invoice shall be required in order for the County to process payment.

Invoices that do not reference an authorized Purchase Order shall be returned to the vendor.

25. TAX

Jefferson County is exempt from all tax. However, Contractor shall be responsible for payment of all sales, use, lease, ad valorem and any other tax that may be levied or assessed by reason of this transaction.

26. 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 shall 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

27. STATEMENT REGARDING BANKRUPTCY

Jefferson County filed for chapter 9 bankruptcy protection on November 9, 2011. The County filed for chapter 9 so it can pursue a readjustment of its debts under the protection of the federal bankruptcy laws. While it is in chapter 9, the County will continue to operate its business and affairs in the ordinary course. Maintaining business relationships with the County's vendors and suppliers is critical to the County's restructuring efforts. Accordingly, by executing this AGREEMENT, the Jefferson County Commission acknowledges that payment for services provided under this AGREEMENT will be paid in accordance with the terms of 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:

By: _____

Schwing Bioset

Authorized Representative for Contractor

Jefferson County, Alabama

W. D. Carrington, President

Jefferson County Commission

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

Dec-10-2012-1025

WHEREAS, Jefferson County solicited bids from all hospitals located in Jefferson County for the sale of 6 geriatric psychiatric beds located at Cooper Green Mercy Hospital; and

WHEREAS, Baptist Health System submitted the only bid for said beds in the amount of Sixty Six Thousand and no /100 (\$66,000.00) Dollars; and

WHEREAS, the Jefferson County Commission desires to sell said beds to Baptist Health Systems for the purchase price of \$66,000.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to execute a contract, and any documents related thereto, to convey 14 geriatric psychiatric beds to Baptist Health System in exchange for payment to the County of \$66,000.00.

PURCHASE AGREEMENT
DATED AS OF DECEMBER 10, 2012
BETWEEN
JEFFERSON COUNTY, ALABAMA
D/B/A/ COOPER GREEN MERCY HOSPITAL, AS SELLER
AND
BAPTIST HEALTH SYSTEM, INC., AS PURCHASER
PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement"), dated as of December 10, 2012, by and between the following parties:

SELLER: JEFFERSON COUNTY, ALABAMA D/BA/ COOPER GREEN MERCY HOSPITAL ("Seller"); and

PURCHASER: BAPTIST HEALTH SYSTEM, INC., an Alabama nonprofit corporation ("Purchaser").

RECITALS:

A. Seller owns and operates Cooper Green Mercy Hospital as an acute care hospital (the "Facility"), which obtained approval from the Alabama State Health Planning and Development Agency ("SHPDA") to construct and operate fourteen (14) inpatient psychiatric beds at the Facility (collectively, the "Psychiatric Beds") pursuant to Certificate of Need ("CON") # [], dated [] ("CON []").

B. Subject to the terms and conditions hereinafter set forth, Seller desires to sell and Purchaser desires to purchase all of Seller's rights, title and interest to six (6) of the Psychiatric Beds, for which Purchaser intends to pursue a CON to relocate to Baptist Health System, Inc. D/B/A Princeton Baptist Medical System.

NOW, THEREFORE, in consideration of the recitals and of the respective covenants, representations, warranties and agreements herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I - DEFINITIONS

1.1 Definitions. The following terms shall have the meanings specified or referred to in this Section 1.1:

"Approved Beds" shall mean the Beds for which Purchaser has obtained all Governmental Approvals necessary to relocate the Beds to Princeton Baptist and Walker Regional Medical Center, as described above, including but not limited to the issuance of a CON with respect to the particular relocation and the successful completion or expiration of all appeals or judicial reviews of the particular relocation CON.

"Beds" shall mean all of the Seller's rights, title and interest in and to six (6) of the Psychiatric Beds currently licensed to, or for the benefit of, the Facility, including, without limitation, all Governmental Approvals relating thereto in any fashion.

"Governmental Approvals" means any consent, permission, approval, order, permit, license, CON, waiver, registration, filing, acknowledgment or similar authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

"Governmental Body" means any United States federal, state, local or any foreign or multinational government, governmental, regulatory or administrative authority, agency, instrumentality or commission or any court, tribunal, regulatory, or judicial or arbitral (governmental or non-governmental, public or private) body, officer or authority, including, without limitation, the Bankruptcy Court for the Northern District of Alabama, SHPDA and the Alabama Department of Public Health.

"Legal Requirement" means any federal, state, local, municipal, foreign, international, multinational or other administrative order, constitution, law, ordinance, principle of common law, regulation, statute or treaty.

1.2 For all purposes of this Agreement, except as otherwise expressly provided herein:

i. 1.2.1 the terms defined herein and in this Section 1.1, whenever used in this Agreement, shall have the respective meanings indicated herein or in this Section 1.1 for all purposes of this Agreement, unless the context otherwise requires. Singular terms shall include the plural, as well as the singular, and vice versa. All pronouns and any variations thereof refer to the masculine, feminine or neuter as the identity of the person or persons may require;

ii. 1.2.2 all references herein to a Recital, Section, Clause, Article or Exhibit are to a Recital, Section, Clause, Article or Exhibit of or to this Agreement, unless otherwise indicated;

iii. 1.2.3 any reference to a "person" herein shall include an individual, firm, corporation, partnership, trust, Governmental Body, association, unincorporated organization or any other entity;

iv. 1.2.4 the terms "herein", "hereof" and "hereunder", and other words of similar import, refer to this Agreement as a whole and not to any particular article, section or other subdivision;

v. 1.2.5 the word "including" is not limiting;

vi. 1.2.6 unless otherwise expressly provided herein, (i) references to agreements (including this Agreement) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting the statute or regulation;

vii. 1.2.7 the use of headings and captions in this Agreement is solely for convenience and general reference only, does not constitute a part of this Agreement, and shall in no event be considered in construing or interpreting any provision of this Agreement; and

1.2.8 the parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any schedules or amendments hereto.

ARTICLE II - PURCHASE AND SALE

2.1 Agreement to Sell. At the Closing (as defined below), Seller shall grant, sell, convey, assign, transfer and deliver to Purchaser, upon and subject to the terms and conditions of this Agreement, all rights, title and interest of Seller in and to the Approved Beds, free and clear of all mortgages, liens, pledges, security interests, charges, claims, restrictions and encumbrances of any nature whatsoever.

2.2 Agreement to Purchase. At the Closing, Purchaser shall purchase the Approved Beds from Seller, upon and subject to the terms and conditions of this Agreement and in reliance on the representations, warranties and covenants of Seller contained herein, in exchange for the Purchase Price (as defined in Section 2.3 hereof). Purchaser, does not hereby, and will not and shall not at the Closing, assume or be responsible for any liabilities or obligations of the Seller and/or the Facility, as further provided in Section 2.4 hereof.

2.3 The Purchase Price.

2.3.1 Purchase Price. The "Purchase Price" shall be Eleven Thousand and NO/100 Dollars (\$11,000.00) for each of the Approved Beds.

2.3.2 Payment of Purchase Price at Closing. On the Closing Date (as defined below), Purchaser shall pay the Purchase Price to Seller in cash, bank wire or other funds.

2.3.3 Allocation of Purchase Price. The parties hereto acknowledge and agree that the transactions contemplated hereunder must be reported in accordance with Section 1060 of the Internal Revenue Code of 1986 (the "Code"). The parties hereto agree to report the

transactions contemplated hereunder for all purposes in accordance with a purchase price allocation to be mutually agreed upon by the Purchaser and Seller. The parties hereto agree to share information and to cooperate to the extent necessary to permit the transactions to be properly, timely, and consistently reported.

2.4 Liabilities Not Assumed by the Purchaser. Purchaser shall not assume or incur, and Seller shall remain liable to pay, perform and discharge, all liabilities and obligations of Seller including, without limitation, all liabilities and obligations of Seller (a) with respect to federal, state and local taxes of every kind and character (including any state or local taxes resulting from or in any way connected with the transactions contemplated by this Agreement), (b) arising out of or in any way connected with the operation of Seller's business operations and the Facility, (c) for violation by Seller of any Legal Requirement or any judgment, order, writ, injunction, decree, award or other Governmental Approval of any Governmental Body, or (d) under any mortgage, indenture, agreement, contract, commitment, lease, plan, usufruct, or other instrument, document or understanding, oral or written, to which Seller is a party, by which Seller may have rights or by which any of the Beds may be bound or affected, as to which Seller's rights, benefits and privileges are not transferred and assigned to Purchaser at the Closing pursuant to the terms of this Agreement.

ARTICLE III - CLOSING, ITEMS TO BE DELIVERED,
THIRD PARTY CONSENTS, AND FURTHER ASSURANCES

3.1 Closing. The closing ("Closing") of the sale and purchase of Approved Beds shall take place at 10:00 a.m., local time, on the date that is ten (10) days after the conditions precedent contained in Article VI hereof have been satisfied with respect to such Approved Beds, at the offices of Adams and Reese LLP at 1901 6th Ave. N., Ste. 3000, Birmingham, Alabama, or at such other place and date as may be mutually agreed upon in writing by Purchaser and Seller. The date of Closing is sometimes herein referred to as the "Closing Date."

3.2 Items to be Delivered at Closing. At the Closing and subject to the terms and conditions herein contained:

3.2.1 Seller shall deliver to Purchaser the following:

- (a) a bill of sale and assignment substantially in the form of Schedule 3.2.1(a) attached hereto,
- (b) an Officer's Certificate substantially in the form of Schedule 3.2.1(b) attached hereto, and
- (c) any and all other good and sufficient instruments and documents of consent, release, assignment, assumption, conveyance and transfer, in form reasonably satisfactory to Purchaser and its counsel, as shall be necessary and effective to transfer and assign to, and vest in, Purchaser all of Seller's right, title and interest in and to the Approved Beds.

Simultaneously with such delivery, all such steps will be taken as may be required to put Purchaser in actual possession and operating control of the Approved Beds.

3.2.2 Purchaser shall deliver to Seller the following:

- (a) the Purchase Price in accordance with Section 2.3 hereof, and
- (b) an Officer's Certificate substantially in the form of Schedule 3.2.2(b) attached hereto.

3.3 Further Assurances. Seller, from time to time after the Closing, at Purchaser's request, will execute, acknowledge and deliver to Purchaser such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as Purchaser may reasonably require in order to vest more effectively in Purchaser, or to put Purchaser more fully in possession of the Approved Beds. Each of the parties hereto will cooperate with the other and execute and deliver to the other parties hereto such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other party hereto as necessary to carry out, evidence and confirm the intended purposes of this Agreement.

ARTICLE IV - REPRESENTATION AND WARRANTIES

4.1 Representations and Warranties of the Seller. Seller hereby represents and warrants to Purchaser as follows:

4.1.1 Authorization; Enforceable Obligations. Seller has the corporate power, authority and legal right to execute, deliver and perform this Agreement. The execution, delivery and performance of this Agreement by Seller have been duly authorized by all necessary corporate action. This Agreement has been, and the other agreements, documents and instruments required to be delivered by Seller in accordance with the provisions hereof, including, without limitation, those set forth in Article III hereof (collectively, "Seller's Documents") will be at the time of such delivery, duly executed and delivered by Seller, and this Agreement constitutes, and the Seller's Documents, when executed and delivered, will constitute, the legal, valid and binding obligations of Seller as is a party thereto, enforceable against Seller in accordance with their respective terms.

4.1.2 No Third Party Options. There are no existing agreements, options, commitments or rights with, of or to any person to acquire any of the Beds or any interest therein.

4.1.3 Validity of Contemplated Transactions. The execution, delivery and performance of this Agreement by Seller does not and will not violate, conflict with or result in the breach of any term, condition or provision of, or require the consent of any other person under, (a) any Legal Requirement to which Seller is subject, (b) any judgment, order, writ, injunction, decree or award of any Governmental Body which is applicable to Seller, (c) Seller's Charter Documents, or (d) any mortgage, indenture, agreement, contract, commitment, lease, plan, Governmental Approval, or other instrument, document or understanding, oral or written, to which Seller is a party, by which Seller may have

rights or by which any of the Beds may be bound or affected, or give any party with rights thereunder the right to terminate, modify, accelerate or otherwise change the existing rights or obligations of Seller thereunder. Except as aforesaid, no Governmental Approval is required in connection with the execution, delivery or performance of this Agreement by Seller.

4.1.4 Compliance with Law; Governmental Approvals.

(a) Seller is, and at all times has been, in compliance in all material respects with each Legal Requirement that is or was applicable to it or to the conduct or operation of the Facility or the ownership and use of the Beds. No event has occurred or circumstance has been permitted to exist that (with or without notice or lapse of time) could constitute or result in a material violation by Seller of, or a failure on the part of Seller to comply with, any Legal Requirement or may give rise to any obligation on the part of Seller to undertake or to bear all or any portion of the cost of, any remedial action of any nature. Seller has not received any written notice from any Governmental Body or any other person regarding any actual, alleged, possible or potential material violation of, or failure to comply with, any Legal Requirement or Governmental Approval or any actual, alleged, possible or potential obligation on the part of Seller to undertake, or to bear all or any portion of the cost of, any remedial action of any nature.

(b) Schedule 4.1.5(b) contains a complete and accurate list of each Governmental Approval that is held by Seller that relates to the operation, ownership or use of the Beds. The Governmental Approvals listed in Schedule 4.1.5(b) collectively constitute all of the Governmental Approvals necessary to permit Seller to lawfully own and use the Beds in the manner in which they are currently owned, operated and used. Each Governmental Approval listed in Schedule 4.1.5(b) is valid and binding and is in full force and effect.

(c) Seller is, and at all times has been, in compliance in all material respects with all of the terms and requirements of each Governmental Approval listed in Schedule 4.1.5(b). No event has occurred and no circumstance has been permitted to exist that (with or without notice or lapse of time) could constitute or result in a material violation by Seller of, or a failure on the part of Seller to comply with, any term or requirement of any Governmental Approval listed in Schedule 4.1.5(b) or may result directly or indirectly in the revocation, withdrawal, suspension, cancellation or termination of, or any modification to, any Governmental Approval listed in Schedule 4.1.5(b). Seller has not received any written notice from any Governmental Body or any other person regarding any actual, alleged, possible or potential material violation of, or failure to comply with any term or requirement of any Governmental Approval or Legal Requirement relating to the ownership, operation or use of the Beds, or any actual, alleged, possible or potential revocation, withdrawal, suspension, cancellation or termination of, or any modification to, any Governmental Approval relating to the ownership, operation or use of the Beds. All applications required to have been filed for the renewal of the Governmental Approvals listed in Schedule 4.1.5(b) have been duly filed on a timely basis with the appropriate Governmental Body, and all other filings required to have been made with respect to such Governmental Approvals have been made on a timely basis with the appropriate Governmental Body.

4.1.5 Litigation. Except as listed on Schedule 4.1.6, no litigation, including any arbitration, investigation or other proceeding of or before any court, arbitrator or governmental or regulatory official, body or authority is pending or, to the best knowledge of Seller, threatened against Seller or which relates to the assets of Seller or the transactions contemplated by this Agreement, nor does Seller know of any reasonably likely basis for any such litigation, arbitration, investigation or proceeding, the result of which could adversely affect Seller, its assets or the transactions contemplated hereby. Seller is not a party to or subject to the provisions of any judgment, order, writ, injunction, decree or award of any court, arbitrator or governmental or regulatory official, body or authority which may adversely affect Seller, its assets or the transactions contemplated hereby.

4.1.6 Tax and Other Returns and Reports. All federal, state, local and foreign tax returns, reports, statements and other similar filings required to be filed by Seller ("Tax Returns") with respect to any federal, state, local or foreign taxes, assessments, interest, penalties, deficiencies, fees and other governmental charges or impositions, (including without limitation all income tax, unemployment compensation, social security, payroll, sales and use, excise, privilege, property, ad valorem, franchise, license, school and any other tax or similar governmental charge or imposition under laws of the United States or any state or municipal or political subdivision thereof or any foreign country or political subdivision thereof) ("Taxes") have been filed with the appropriate Governmental Body in all jurisdictions in which such Tax Returns are required to be filed, and all such Tax Returns properly reflect the liabilities of Seller for Taxes for the periods, property or events covered thereby. All Taxes, including, without limitation, those that are called for by the Tax Returns, or heretofore or hereafter claimed to be due by any taxing authority from Seller, have been properly accrued or paid. The accruals for Taxes contained in Seller's most recent financial statements are adequate to cover the tax liabilities of Seller with respect to the Facility and Seller's business as of that date and include adequate provision for all deferred taxes, and nothing has occurred subsequent to that date to make any of such accruals inadequate. Seller has not received any notice of assessment or proposed assessment in connection with any Tax Returns and there are no pending tax examinations of or tax claims asserted against Seller or any of its assets or properties. Seller has not extended, or waived the application of, any statute of limitations of any jurisdiction regarding the assessment or collection of any Taxes. There are no tax liens (other than any lien for current taxes not yet due and payable) on any of the assets or properties of Seller. Seller has no knowledge of any basis for any additional assessment of any Taxes. Seller has made all deposits required by law to be made with respect to employees' withholding and other employment taxes, including without limitation the portion of such deposits relating to taxes imposed upon Seller.

4.1.7 Beds Complete and Lien Free; CON. Seller has good, valid and marketable title to the Beds, free and clear of all mortgages, liens, pledges, security interests, charges, claims, restrictions and other encumbrances and defects of title of any nature whatsoever. CON [] is valid, is in good standing, and is not subject to further challenge.

4.1.8 Completeness of Disclosure. No representation or warranty by Seller in this Agreement nor any certificate, schedule, statement, document or instrument furnished or to be furnished to Purchaser pursuant hereto, or in connection with the negotiation, execution or performance of this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated herein or therein or necessary to make any statement herein or therein not misleading.

4.2 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller as follows:

4.2.1 Corporate Existence. Purchaser is a non-profit corporation, duly organized, validly existing and in good standing under the laws of the state of Alabama.

4.2.2 Corporate Power and Authorization. Purchaser has the corporate power, authority and legal right to execute, deliver and perform this Agreement. The execution, delivery and performance of this Agreement by Purchaser have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivery by Purchaser and constitutes the legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms.

4.2.3 Validity of Contemplated Transactions, etc. The execution, delivery and performance of this Agreement by Purchaser does not and will not violate, conflict with or result in the breach of any term, condition or provision of, or require the consent of any other person under, (a) any Legal Requirement to which Purchaser is subject, (b) any judgment, order, writ, injunction, decree or award of any Governmental Body which is applicable to Purchaser, or (c) the charter documents of Purchaser. Except as provided in this Agreement, no Governmental Approval is required in connection with the execution, delivery and performance of this Agreement by Purchaser.

ARTICLE V - AGREEMENTS PENDING CLOSING

5.1 Agreements of Seller Pending the Closing. Seller covenants and agrees that, pending the Closing and except as otherwise agreed to herein or in writing by Purchaser:

5.1.1 Required Approvals. As promptly as practicable after the execution of this Agreement, Seller shall make any and all filings required by Legal Requirements to be made by it in order to consummate the transactions contemplated hereunder. Between the execution of this Agreement and the Closing Date, Seller shall cooperate with Purchaser with respect to all filings that Purchaser elects to make or is required to make by Legal Requirements in connection with the transactions contemplated hereunder and shall cooperate with and assist Purchaser in obtaining all Governmental Approvals Purchaser elects to obtain or is required to obtain by Legal Requirements in connection with the transactions contemplated hereunder, including, without limitation, those set forth in Section 5.2.4 hereof. If requested by Purchaser, Seller will provide letters of support and testimony in support of the CON application at any hearing held in connection with State regulatory review of the CON application to relocate Beds.

5.1.2 Compliance with Laws, etc. Seller shall comply with all Legal Requirements applicable to the Facility, or Seller's operations, assets or properties in respect thereof, the noncompliance with which could materially affect the Facility or the Beds. Seller shall (a) maintain CON [] in good standing, (b) promptly disclose to Purchaser any challenges to or allegations made by any person regarding the validity of CON [] and any communications (whether oral or written) with SHPDA regarding CON [], and (c) take no action which could terminate, impair the validity of, or modify CON [], without Purchaser's prior written consent.

5.1.3 Update Schedules; Conditions. Seller shall promptly disclose to Purchaser any information contained in its representations and warranties herein or the schedules hereto which, because of an event occurring after the date hereof, is incomplete or is no longer correct or is misleading as of all times after the date hereof until the Closing Date; provided, however, that none of such disclosures shall be deemed to modify, amend or supplement the representations and warranties of Seller or the schedules hereto for the purposes of Article IV hereof, unless Purchaser shall have consented thereto in writing. Furthermore, Seller shall cooperate with Purchaser and use its best efforts to cause all of the conditions to the obligations of Purchaser and Seller under this Agreement to be satisfied on or prior to the Closing Date.

5.1.4 Sale of Beds; Negotiations. Seller shall not, directly or indirectly, transfer, assign, sell, pledge or otherwise encumber all or any part of the Beds, or initiate or participate in any discussions or negotiations or enter into any agreement to do any of the foregoing. Seller shall not provide any confidential information concerning the Beds to any third party other than in the ordinary course of business.

5.1.5 Access. Seller shall give Purchaser's officers, employees, counsel, accountants and other representatives free and full access to and the right to inspect, during normal business hours, all of the records, agreements, contracts and other documents relating to the Beds, provided that such investigation shall not unreasonably interfere with Seller's business operations.

5.1.6 Press Releases. Except as required by Legal Requirements, Seller shall not give notice to third parties or otherwise make any public statement or releases concerning this Agreement or the transactions contemplated hereby except for such written information as shall have been approved in writing as to form and content by Purchaser, which approval shall not be unreasonably withheld, conditioned or delayed.

5.1.7 Exclusive Dealing. So long as this Agreement remains in effect, Seller shall not, directly or indirectly, (a) take any action to

encourage, solicit, initiate, engage in discussions or negotiations or otherwise enter into any agreement with, or consider any inquiries or proposals, or (b) provide any information to, any corporation, partnership, person, or other entity or group, other than Purchaser and Purchaser's officers, employees, counsel, accountants and other representatives, concerning the sale of the Beds, or any transaction similar to the foregoing involving Seller.

5.1.8 Confidentiality. Unless and until the Closing has been consummated, Seller will hold, and shall cause their counsel, independent certified public accountants, appraisers and investment bankers to hold in confidence any confidential data or information made available to Seller in connection with this Agreement using the same standard of care to protect such confidential information. If the transactions contemplated by this Agreement are not consummated, Seller agrees that it shall return or cause to be returned to Purchaser all written materials and all copies thereof that were supplied to Seller by Purchaser and that contain any such confidential data or information.

5.2 Agreements of Purchaser Pending the Closing. Purchaser covenants and agrees that, pending the Closing and except as otherwise agreed to in writing by Seller:

5.2.1 Actions of Purchaser. Purchaser will not knowingly take any action that would result in a breach of any of its representations and warranties hereunder. Furthermore, Purchaser shall cooperate with Seller and use its best efforts to cause all of the conditions to the obligations of Purchaser and Seller under this Agreement to be satisfied on or prior to the Closing Date.

5.2.2 Confidentiality. Unless and until the Closing has been consummated, Purchaser will hold, and shall cause their counsel, independent certified public accountants, appraisers and investment bankers to hold in confidence any confidential data or information made available to Purchaser in connection with this Agreement with respect to the Facility using the same standard of care to protect such confidential information. If the transactions contemplated by this Agreement are not consummated, Purchaser agrees that it shall return or cause to be returned to Seller all written materials and all copies thereof that were supplied to Purchaser by Seller and that contain any such confidential data or information.

5.2.3 Press Releases. Except as required by Legal Requirements, Purchaser shall not give notice to third parties or otherwise make any public statement or releases concerning this Agreement or the transactions contemplated hereby except for such written information as shall have been approved in writing as to form and content by Seller, which approval shall not be unreasonably withheld, conditioned or delayed.

5.2.4 Required Approvals. Purchaser shall immediately file an application for a CON to relocate six (6) of the Beds to Princeton Baptist Medical Center ("Purchaser's Relocation CON Application"). However, if the Purchaser's Relocation CON Application is opposed, at Purchaser's sole discretion, Purchaser may withdraw said Relocation CON Application and shall not be obligated to purchase the Beds described in such Relocation CON Application.

ARTICLE VI - CONDITIONS PRECEDENT TO THE CLOSING

6.1 Conditions Precedent to Purchaser's Obligations. All obligations of Purchaser under this Agreement are subject to the fulfillment or satisfaction, prior to or at the Closing, of each of the following conditions precedent:

6.1.1 Representations and Warranties True as of the Closing Date. The representations and warranties of Seller contained in this Agreement, in any schedule hereto, or in any list, certificate or document delivered by Seller to Purchaser pursuant to the provisions hereof shall have been true and correct on the date hereof without regard to any schedule updates furnished by Seller after the date hereof and shall be true and correct on the Closing Date with the same effect as though such representations and warranties were made as of such date.

6.1.2 Compliance with the Agreement. Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

6.1.3 No Threatened or Pending Litigation. On the Closing Date, no suit, action or other proceeding, or injunction or final judgment relating thereto, shall be threatened or be pending before any court or other Governmental Body in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby, and no investigation that might result in any such suit, action or proceeding shall be pending or threatened.

6.1.4 Consents and Approvals. All Governmental Approvals required or necessary for the consummation of the transactions contemplated hereby, including approval of the Purchaser's Relocation CON Application(s) with regard to the Beds being purchased, shall have been obtained and all appeals thereof shall have been adjudicated or the time period for such appeal shall have expired, and the holders of any indebtedness of Seller, the parties (other than Seller) to any contract, commitment or agreement to which Seller is a party or subject, any Governmental Body having jurisdiction over Seller or Purchaser to the extent that their consent or approval is required or necessary under the pertinent debt, contract, commitment or agreement or other document or instrument or under applicable Legal Requirements, for the consummation of the transactions contemplated hereby in the manner herein provided, shall have granted such consent or approval.

6.1.5 Material Adverse Changes. The Beds shall not have been and shall not be threatened to be materially adversely affected in any way as a result of any event or occurrence.

6.1.6 Opinion of Counsel. Purchaser shall have received from counsel to Seller an opinion, dated as of the Closing Date, in form and substance reasonably satisfactory to Purchaser, regarding the Approved Beds.

6.1.7 No Injunction. On the Closing Date, there shall not be in effect any judgment, order, injunction or decree issued by a court of competent jurisdiction restraining or prohibiting consummation of the transactions contemplated by this Agreement.

6.2 Conditions Precedent to the Obligations of Seller. All obligations of Seller under this agreement are subject to the fulfillment or satisfaction, prior to or at the Closing, of each of the following conditions precedent:

6.2.1 Representations and Warranties True as of the Closing Date. The representations and warranties of Purchaser contained in this Agreement shall be true and correct on the Closing Date with the same effect as though such representations and warranties were made as of such date.

6.2.2 Compliance with this Agreement. Purchaser shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by them prior to or at the Closing.

6.2.3 Consents and Approvals. All Governmental Approvals, including, without limitation, approval of the Purchaser's Relocation CON Application(s) with regard to the Beds being purchased, required or necessary for the consummation of the transactions contemplated hereby shall have been obtained and all appeals thereof shall have been adjudicated or the time period for such appeal shall have expired, and any Governmental Body having jurisdiction over Seller or Purchaser to the extent that their consent or approval is required or necessary under the pertinent debt, contract, commitment or agreement or other document or instrument or under applicable Legal Requirements, for the consummation of the transactions contemplated hereby in the manner herein provided, shall have granted such consent or approval.

ARTICLE VII - INDEMNIFICATION

7.1 Method of Asserting Claims, Etc. In the event that any claims or demand for which Seller would be liable to an Indemnified Purchaser Party hereunder is asserted against or sought to be collected from an Indemnified Purchaser Party by a third party, the Indemnified Purchaser Party shall promptly notify Seller of such claim or demand, specifying the nature of such claim or demand and the amount or the estimated amount thereof to the extent then feasible (which estimate shall not be conclusive of the final amount of such claim and demand) (the "Claim Notice"). Seller shall have ten (10) days from the personal delivery or mailing of the Claim Notice (the "Notice Period") to notify the Indemnified Purchaser Party, whether or not it disputes its liability to the Indemnified Purchaser Party hereunder with respect to such claim or demand, and notwithstanding any such dispute, whether or not it desires, at its sole cost and expense, to defend the Indemnified Purchaser Party against such claim or demand.

(a) If Seller disputes its liability with respect to such claim or demand or the amount hereof (whether or not Seller desires to defend the Indemnified Purchaser Party against such claim or demand as provided in paragraphs (b) and (c) below), such dispute shall be resolved in accordance with Section 7.4 hereof. Pending the resolution of any dispute by Seller of its liability with respect to any claim or demand, such claim or demand shall not be settled without the prior written consent of the Indemnified Purchaser Party.

(b) In the event that Seller notifies the Indemnified Purchaser Parties within the Notice Period that it desires to defend the Indemnified Purchaser Party against such claim or demand then except as hereinafter provided, Seller shall have the right to defend the Indemnified Purchaser party by appropriate proceedings, which proceedings shall be promptly settled or prosecuted by them to a final conclusion in such a manner as to avoid any risk of Indemnified Purchaser Party becoming subject to liability for any other matter; provided, however, Seller shall not, without the prior written consent of the Indemnified Purchaser Party, consent to the entry of any judgment against the Indemnified Purchaser Party or enter into any settlement or compromises which does not include, as an unconditional term thereof, the giving by the claimant or plaintiff to the Indemnified Purchaser Party of a release, in form and substance satisfactory to the Indemnified Purchaser Party, as the case may be, from all liability in respect of such claim or litigation. If any Indemnified Purchaser Party desires to participate in, but not control, any such defense or settlement, it may do so at its sole cost and expense. If, in the reasonable opinion of the Indemnified Purchaser Party, any such claim or demand or the litigation or resolution of any such claim or demand involves an issue or matter which could have a materially adverse effect on the business, operations, assets, properties or prospects of the Indemnified Purchaser Party, including without limitation the administration of the tax returns and responsibilities under the tax laws of any Indemnified Purchaser Party, then the Indemnified Purchaser Party shall have the right to control the defense or settlement of any such claim or demand and its reasonable costs and expenses shall be included as part of the indemnification obligation of Seller hereunder; provided, however, that the Indemnified Purchaser Party shall not settle any such claim or demand without the prior written consent of Seller which consent shall not be unreasonably withheld. If the Indemnified Purchaser Party should elect to exercise such rights, Seller shall have the right to participate in, but not control, the defense or settlement of such claim or demand at its sole cost and expense.

(c) (i) If Seller elects not to defend the Indemnified Purchaser Party against such claim or demand, whether by not giving the Indemnified Purchaser Party timely notice as provided above or otherwise, then the amount of any such claim or demand, or if the same be defended by Seller or by the Indemnified Purchaser Party (but none of the Indemnified Purchaser Party shall have any obligation to defend any such claim or demand), then that portion thereof as to which such defense is unsuccessful, in each case shall be conclusively deemed to be a liability of Seller hereunder, unless Seller shall have disputed its liability to the Indemnified Purchaser Party hereunder, as provided in (a) above, in which event such dispute shall be resolved as provided in Section 7.4 hereof.

(ii) In the event an Indemnified Purchaser Party should have a claim against Seller hereunder that does not involve a claim

or demand being asserted against or sought to be collected from it by a third party, the Indemnified Purchaser Party shall promptly send a Claim Notice with respect to such claim to Seller. If Seller disputes its liability with respect to such claim or demand, such dispute shall be resolved in accordance with Section 7.4 hereof; if Seller does not notify the Indemnified Purchaser Party within the Notice Period that it disputes such claim, the amount of such claim shall be conclusively deemed a liability of Seller hereunder.

7.2 Payment. Upon the determination of the liability under Section 7.2 or 7.4 hereof, the appropriate party shall pay to the other, as the case may be, within ten (10) days after such determination, the amount of any claim for indemnification made hereunder. In the event that the indemnified party is not paid in full for any such claim pursuant to the foregoing provisions promptly after the other party's obligation to indemnify has been determined in accordance herewith, it shall have the right, notwithstanding any other rights that it may have against any other person, firm or corporation, to setoff the unpaid amount of any such claim against any amounts owed by it under any agreements entered into pursuant to this Agreement, the Seller's Documents or the Purchaser's Documents. Upon the payment in full of any claim, either by setoff or otherwise, the entity making payment shall be subrogated to the rights of the indemnified party against any person, firm or corporation with respect to the subject matter of such claim.

7.3 Arbitration. (i) All disputes under this Article VII shall be settled by arbitration in Birmingham, Alabama, before a single arbitrator pursuant to the rules of the American Arbitration Association. Arbitration may be commenced at any time by any party hereto giving written notice to each other party to a dispute that such dispute has been referred to arbitration under this Section 7.4. The arbitrator shall be selected by the joint agreement of Seller and Purchaser, but if they do not so agree within twenty (20) days after the date of the notice referred to above, the selection shall be made pursuant to the rules from the panels of arbitrators maintained by such Association. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto; provided, however, that any such award shall be accompanied by a written opinion of the arbitrator giving the reasons for the award. These provisions for arbitration shall be specifically enforceable by the parties and the decisions of the arbitrator in accordance herewith shall be final and binding and there shall be no right of appeal therefrom. Each party shall pay its own expenses of arbitration and the expenses of the arbitrator shall be equally shared; provided, however, that if in the opinion of the arbitrator any claim for indemnification or any defense or objection thereto was unreasonable, the arbitrator may assess, as part of his award, all or any part of the arbitration expenses of the other party (including reasonable attorneys' fees) and of the arbitrator against the party raising such unreasonable claim, defense or objection.

(ii) to the extent that arbitration may not be legally permitted hereunder and the parties to any dispute hereunder may not at the time of such dispute mutually agree to submit such dispute to arbitration any party may commence a civil action solely in the Circuit Court of Jefferson County Alabama or in the United States District Court for the Northern District of Alabama. Nothing contained in this Section 7.4 shall prevent the parties from settling any dispute by mutual agreement at any time.

7.4 Other Rights and Remedies Not Affected. The indemnification rights of the parties under this Article VII are independent of and in addition to such rights and remedies as the parties may have at law or in equity or otherwise for any misrepresentation, breach of warranty or failure to fulfill any agreement or covenant hereunder on the part of any party hereto, including without limitation the right to seek specific performance, rescission or restitution, none of which rights or remedies shall be affected or diminished hereby.

ARTICLE VIII - POST CLOSING MATTERS

8.1 Discharge of Business Obligations. From and after the Closing Date, Seller shall pay and discharge, in accordance with past practice but not less than on a timely basis, all obligations and liabilities incurred prior to the Closing Date in respect of the Beds.

8.2 Maintenance of Books and Records. Each of Seller and Purchaser shall preserve until the tenth (10th) anniversary of the Closing Date all records possessed or to be possessed by such party relating to any of the Beds prior to the Closing Date. After the Closing Date, where there is a legitimate purpose, such party shall provide the other party with access, upon prior reasonable written request specifying the need therefor, during regular business hours, to (i) the officers and employees of such party and (ii) the books of account and records of such party, but, in each case, only to the extent relating to the Beds prior to the Closing Date, and the other parties and their representatives shall have the right to make copies of such books and records; provided, however, that the foregoing right of access shall not be exercisable in such a manner as to interfere unreasonably with the normal operations and business of such party; and further, provided, that, as to so much of such information as constitutes trade secrets or confidential business information of such party, the requesting party and its officers, directors and representatives will use due care to not disclose such information except (i) as required by law, (ii) with the prior written consent of such party, which consent shall not be unreasonably withheld, or (iii) where such information becomes available to the public generally, or becomes generally known to competitors of such party, through sources other than the requesting party, its affiliates or its officers, directors or representatives. Such records may nevertheless be destroyed by a party if such party sends to the other parties written notice of its intent to destroy records, specifying with particularity the contents of the records to be destroyed. Such records may then be destroyed after the thirtieth (30th) day after such notice is given unless another party objects to the destruction in which case the party seeking to destroy the records shall deliver such records to the objecting party.

ARTICLE IX - MISCELLANEOUS

9.1 Termination.

9.1.1 Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated by written notice of termination at any time before the Closing Date only as follows:

(a) by mutual consent of Seller and Purchaser;

(b) by Purchaser, (i) at any time if the representations and warranties of Seller contained in Section 4.1 hereof were incorrect in any material respect when made or at any time thereafter, (ii) upon written notice to Seller given at any time after [_____], 2013, (or such later date as shall have been specified in a writing authorized on behalf of Seller and Purchaser) if all of the conditions precedent set forth in Section 6.1 hereof have not been met, (iii) at any time with regard to the purchase of the Beds for which Purchaser, in Purchaser's sole determination, is not able to obtain the requisite Governmental Approvals; (iv) at any time if Seller fails to comply with Section 5.1.3 hereof to the reasonable satisfaction of Purchaser;

(c) by Seller, (i) at any time if the representations and warranties of Purchaser contained in Section 4.2 hereof were incorrect in any material respect when made or at any time thereafter, (ii) upon written notice to Purchaser given at any time after [_____], 2013 (or such later date as shall have been specified in a writing authorized on behalf of Seller and Purchaser), if all of the conditions precedent set forth in Section 6.2 hereof have not been met, or (iii) upon written notice delivered to Purchaser within thirty (30) days of Purchaser's failure to comply with the provisions of Section 5.2.4 hereof to the reasonable satisfaction of Seller; or

(d) Purchaser may terminate its obligation to purchase the Beds described in each of the Relocation CON Applications if (i) Purchaser's Relocation CON application is denied by the Alabama Certificate of Need Review Board and Purchaser makes the determination not to appeal such denial; (ii) Purchaser's Relocation CON Application is denied by the Alabama Certificate of Need Review Board and Purchaser makes the determination to appeal such denial but subsequently determines not to continue such appeal or a subsequent appeal; (iii) Purchaser's Relocation CON Application is approved by the Alabama Certificate of Need Review Board but is appealed by a third party and Purchaser determines not to participate in such appeals process, or (iv) Purchaser's Relocation CON Application is opposed and Purchaser withdraws the Application under Section 6.1.5.

9.1.2 In the event of the termination and abandonment hereof pursuant to the provisions of this Section 9.1, this Agreement (except where otherwise provided herein) shall become void and have no effect, without any liability on the part of any of the parties or their directors, officers or equity holders in respect of this Agreement, unless the termination was the result of the representations or warranties of a party being materially incorrect when made or the material breach by such party of a covenant hereunder in which event the party whose representations and warranties were incorrect or who breached such covenant shall be liable to the other party for all costs and expenses of the other party in connection with the preparation, negotiation, execution and performance of this Agreement.

9.2 Brokers' and Finder's Fees.

9.2.1 Seller represents and warrants to Purchaser that all negotiations relative to this Agreement have been carried on by it directly without the intervention of any person, who may be entitled to any brokerage or finder's fee or other commission in respect of this Agreement or the consummation of the transactions contemplated hereby, and Seller agrees to indemnify and hold harmless Purchaser against any and all claims, losses, liabilities and expenses which may be asserted against or incurred by it as a result of Seller's dealings, arrangements or agreements with any such person.

9.2.2 Purchaser represents and warrants to Seller that all negotiations relative to this Agreement have been carried on by it directly without the intervention of any person who may be entitled to any brokerage or finder's fee or other commission in respect of this Agreement or the consummation of the transactions contemplated hereby, and Purchaser agrees to indemnify and hold harmless Seller against any and all claims, losses, liabilities and expenses which may be asserted against or incurred by it as a result of Purchaser's dealings, arrangements or agreements with or any such person.

9.3 Sales, Transfer and Documentary Taxes, etc. Seller shall pay all federal, state and local sales, documentary and other transfer taxes, if any, due as a result of the purchase, sale or transfer of the Beds in accordance herewith whether imposed by law on Seller or Purchaser, and Seller shall indemnify, reimburse and hold harmless Purchaser in respect of the liability for payment of or failure to pay any such taxes or the filing of or failure to file any reports required in connection therewith.

9.4 Expenses. Except as otherwise provided in this Agreement, each party hereto shall pay its own expenses incidental to the preparation of this Agreement, the carrying out of the provisions of this Agreement and the consummation of the transactions contemplated hereby.

9.5 Contents of Agreement; Parties in Interest; etc. This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby. It shall not be amended or modified except by written instrument duly executed by each of the parties hereto. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement, except for those provisions of that certain Letter of Intent between the parties dated July 8, 2011 which expressly survive termination thereof and which do not conflict with the terms hereof.

9.6 Assignment and Binding Effect. This Agreement may not be assigned prior to the Closing by any party hereto without the prior written consent of the other party. Subject to the foregoing, all of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and assigns of Seller and Purchaser.

9.7 Notice. Any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and personally or hand delivered or sent by overnight national courier service, postage prepaid and properly addressed. A written notice shall be deemed to have been given to the recipient party on the earlier of (i) the date it shall be delivered to the address required by this Agreement, (ii) the date delivery shall have been refused at the address required by this Agreement, and (iii) with respect to notices sent by overnight national courier service, the date as of which the such courier shall have indicated that the notice was delivered to the address required by this Agreement. Any and all notices referred to in this Agreement, or which any party desires to give the other, shall be addressed as follows:

To Purchaser: Baptist Health System, Inc.
3201 Fourth Avenue South
Birmingham, Alabama 35222
Attention: Shane Spees, President/CEO

With copy to: Adams and Reese LLP
1901 6th Ave. N., Suite 3000
Birmingham, AL 35203
Attention: Ann M. Huckstep

To Seller: Jefferson County, Alabama
[]
[]
Attention: []

9.8 Alabama Law to Govern. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Alabama.

9.9 No Benefit to Others. The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the parties hereto and, in the case of Article VII hereof, the other Indemnified Parties, and their successors and assigns, and they shall not be construed as conferring any rights on any other persons.

9.10 Schedules and Exhibits. All Exhibits and Schedules referred to herein are intended to be and hereby are specifically made a part of this Agreement.

9.11 Severability. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9.12 Waiver. The failure of any party to insist upon strict compliance with any of the provisions of this Agreement by another party shall not constitute a waiver of such party's right to demand exact compliance with said provisions.

9.13 Survival. All warranties, representations, obligations, duties, undertakings and Agreements made herein by any party, shall be true and correct as of the date of Closing and, to the extent not satisfied, or by their nature will not be satisfied, at Closing, shall survive the closing and the delivery of any bills of sale or documents of conveyance for a period of three (3) years from the Closing, and shall not be merged therewith.

9.14 Counterparts. This Agreement may be executed in any number of counterparts and any party thereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by the parties. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date above first written.

PURCHASER:

BAPTIST HEALTH SYSTEM, INC.

By:

Name:

As its:

SELLER:

JEFFERSON COUNTY, ALABAMA D/BA/ COOPER GREEN MERCY HOSPITAL

By:

Name: W. D. Carrington

As its: President

SCHEDULE 3.2.1(a)

BILL OF SALE

THIS General Assignment, Conveyance and Bill of Sale (this "Bill of Sale"), dated as of December 10, 2012, by and between the following parties:

ASSIGNOR: JEFFERSON COUNTY, ALABAMA D/B/A COOPER GREEN MERCY HOSPITAL ("Assignor"), and
 ASSIGNEE: BAPTIST HEALTH SYSTEM, INC., an Alabama nonprofit corporation ("Assignee").

This Bill of Sale is being delivered pursuant to that certain Purchase Agreement dated _____, 2012, by and among Assignor and Assignee (the "Purchase Agreement"), and is subject to all of the terms and conditions thereof. Any capitalized terms used but not otherwise defined herein shall have the meanings specified in the Purchase Agreement.

1. Conveyance. In consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt, adequacy and sufficiency of which Assignor hereby acknowledges, Assignor hereby sells, conveys, assigns, transfers and delivers unto Assignee, its successors and assigns, all of its right, title and interest in and to the Beds to have and to hold forever.
2. Title to Beds. Assignor hereby warrants and represents to Assignee that Assignor owns good title to the Beds free and clear of all liens, encumbrances, security interests and adverse claims, and Assignor for itself and its successors and assigns, does hereby and will warrant and forever defend the right and title to the Beds to Assignee, its successors and assigns, against the claims of all persons whomsoever.
3. Appointment. Assignor hereby constitutes and appoints Assignee its true and lawful attorney, with full power of substitution, in the name of Assignor or otherwise, and on behalf and for the benefit of Assignee: (a) to demand and receive from time to time any and all of the Beds; (b) to institute and prosecute, from time to time, in the name of Assignor or otherwise, any and all actions, suits and proceedings which Assignee deems proper to assert or enforce any claim, title, right, or actions, suits or proceedings in respect to the Beds; and (c) to execute such other documents and take such other action as may be necessary from time to time to carry out this Bill of Sale. Assignor hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable.
4. Cooperation. Assignor covenants and agrees that it will at any time and from time to time do, execute, acknowledge and deliver any and all other acts, deeds, assignments, transfers, certificates of title, conveyances, powers of attorney or other instruments that Assignee reasonably deems necessary or proper to carry out the assignment and conveyance intended to be made hereunder.
5. No Modification of Purchase Agreement. This Assignment is delivered pursuant to the Purchase Agreement and is subject in all respects to the provisions thereof and is not meant to alter, enlarge or otherwise modify the provisions of the Purchase Agreement.
6. Binding Effect. This Bill of Sale shall be binding upon and inure to the benefit of and be enforceable by the successors and assigns of Assignor and Assignee.
7. Alabama Law to Govern. This Bill of Sale shall be governed by and interpreted and enforced in accordance with the laws of the State of Alabama.

In Witness Whereof, the Assignor has executed this Bill of Sale effective as of the date first above written.

JEFFERSON COUNTY, ALABAMA D/BA/ COOPER GREEN MERCY HOSPITAL

By:

Name: W. D. Carrington

As its: President

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

**JEFFERSON COUNTY COMMISSION
 Finance Department
 Unusual Demands
 12/11/2012**

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR SEWER AND REVENUE MAILOUT AND GALV BUSH	GEN SVCS: ADMIN	218.26	1900067064
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR SEWER BILLING MAILOUT	GEN SVCS: ADMIN	73.35	1900065261
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PARKING REIMBURSEMENT FOR OVERPAYMENT - M. LOWE	GEN SVCS: ADMIN	20.00	1900066956
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR SEWER BLG, REVENUE AND PROBATE	GEN SVCS: ADMIN	9.14	1900067014
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MILEAGE/ACLS CERTIFICATION/STAPLES	CGH: PERSONNEL	743.43	1900067257
DISTRICT 1	1000240	GIATTINA FISHER AYCOCK	REIMBURSABLES FOR 2121 ELEVATOR PROJECT	GEN SVCS: ADMIN	461.96	1900067266
*DISTRICT 1					1,526.14	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	LUMBER & RIDGE FOR ROOFING - KETONA	R&T: HWAY MAINT-KETONA	123.25	1900066984
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SCREW POSTS & EXTENDERS FOR DESIGN	R&T: HWAY ENG & CONSTR	11.40	1900067067
DISTRICT 2	1000193	JEFFERSON CO TREASURER	INK, PLANNER, HOSE, SCREWS, DRILL BITS - KETONA	R&T: HWAY MAINT-KETONA	77.63	1900067066
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SAND FOR SANDBLASTING TRUCKBED - KETONA	R&T: HWAY MAINT-KETONA	186.60	1900067005
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SCREWS FOR TRILER BED	R&T: HWAY MAINT-KETONA	103.66	1900067015
*DISTRICT 2					502.54	
DISTRICT 3	1000301	INTL ASSOC OF ASSESSING	MEMBERSHIP DUES MARDIS IAAO 2013	BD OF EQUAL - BHAM STATE	175.00	1900067010
DISTRICT 3	1001461	BHAM REPORTING SVC	BARTON VS. JEFF CO BOE	BD OF EQUAL - BHAM STATE	464.10	1900067026
*DISTRICT 3					639.10	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE FOR EDUCATION PROGRAM TO HB	STORMWATER MGT AUTY INC	79.79	1900066991
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD FOR RESIDENT, APPLIANCE FOR KITCHEN, JANITORA	YOUTH DETENTION ADM	147.98	1900067009
DISTRICT 4	1029511	JAMES M MARTIN	SR GRANT REIMBURSEMENT - JAMES MARTIN	EMA	3,511.16	1900067008
DISTRICT 4	1029623	GARY OR DONNA CURL	SR GRANT REIMBURSEMENT - GARY CURL	EMA	4,000.00	1900067007

DISTRICT 4	1030086	GWOLYN EUGENE CAGLE	SR GRANT REIMBURSEMENT - GAROLYN CAGLE	EMA	4,000.00	1900066993
*DISTRICT 4					11,738.93	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REPLACEMENT CABLE OR DRAIN CLEANER	ES: LEEDS WWTP	74.00	1900065163
DISTRICT 5	1000193	JEFFERSON CO TREASURER	METER TOTE, BULBS, CLOTH FOR LAB, CLOCK	ES: TRUSSVILLE WWTP	77.83	1900065185
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FILTERS, BOLTS, PVC	ES: TRUSSVILLE WWTP	16.18	1900064960
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BULBS;POSTAGE;SOLDER;LUG & TAPE;SOCKET;	ES: VILLAGE ELE SHOP	403.14	1900065236
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FUSES;	ES: VILLAGE ELEC SHOP	275.00	1900065238
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FUSES;	ES: VILLAGE ELEC SHOP	250.00	1900065239
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SPOTLIGHT	ES: ADMIN ENG & CONSTR	29.99	1900065180
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHOP VAC;BACKFLOW PREVENTOR;	ES: VILLAGE ELEC SHOP	401.72	1900066983
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REFRESHMENTS FOR SUPERVISOR'S MEETING	ES: SANITATION ADMIN	428.38	1900065241
DISTRICT 5	1000193	JEFFERSON CO TREASURER	OTTERBOX CASE FOR CELL PHONE	ES: SANITATION ADMIN	36.94	1900065255
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REIMBURSEMENT TO EMPLOYESS	PER BD: TESTING	98.02	1900065298
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SWITCH VALVE FITTINGS SPOT LIGHT RENEWAL INHIBITOR	ES: VALLEY CREEK WWTP	1,309.78	1900066951
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CHAIN;WIPER BLADES;FLOOR STRPR;WATER;METRIC SET;	ES: FIVE MILE CREEK WWTP	360.18	1900066952
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INK CARTRIDGE, PHONE CHARGERS	ES: TURKEY CREEK WWTP	115.82	1900066953
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PIPE;SILICONE;PLUMBING;HEX;EPOXY;BEARINGS;CAPSCREW	ES: FIVE MILE MAINT SHOP	209.99	1900067063
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MURIATIC ACID;FUSE;ROUND METAL;ADEM;ADEM;	ES: FIVE MILE CREEK WWTP	321.13	1900067065
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERIES;MATS;CHARTS;MEMBERSHIP DUES;	ES: FIVE MILE CREEK WWTP	399.44	1900067021
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CABLE AND ATTACHMENTS FOR FLAG POLE	ES: LEEDS WWTP	32.84	1900066995
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FITTINGS,FUNNELS,COUPLING,PHONE CASE	ES: VILLAGE MAINT SHOP	373.34	1900067004
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HOLSTER FOR COUNTY CELL PHONE	ES: LEEDS WWTP	19.99	1900066994
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ACCIDENT REPORT FEE FOR COUNTY VEHICLE ACCIDENT	ES: BARTON LAB	5.00	1900067011
DISTRICT 5	1000193	JEFFERSON CO TREASURER	5/8"BOLTS,STEEL PUTTY,OIL FILTER,GFI PLUG,SCH 80 P	ES: PACK WWTP & PUMP STA	327.40	1900067012
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PAINT AND ACCESSORIES	ES: SANITATION ADMIN	57.55	1900067016
DISTRICT 5	1001216	ANNE-MARIE ADAMS/CLERK	JEFFCO V. CHALKVILLE - FILING FEE	COUNTY ATTORNEY	251.00	1900067013
DISTRICT 5	1028416	OPTUMINSIGHT INC	(FORMERLY INGENIX/OPTUMINSIGHT INV #7015251	HUMAN RESOURCES ADMIN	7,500.00	1900066937
*DISTRICT 5					13,374.66	
**					27,781.37	

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

Dec-10-2012-1026

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 11/13/12 -11/19/12

- COMMUNITY AND ECONOMIC DEVELOPMENT FROM THE BIRMINGHAM NEWS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY OLD OUTSTANDING INVOICES THROUGH 9/30/12. SAP PURCHASE ORDER # 2000060449 \$9,000.00 TOTAL
- ECONOMIC DEVELOPMENT - WORKFORCE INVESTMENT FROM GROVE PARTNERS OF BIRMINGHAM LLC DB/A BONUS CARE OF BIRMINGHAM, NASHVILLE, TN, TO PROVIDE SERVICE FOR JANITORIAL / CUSTODIAL SERVICE FOR THE PERIOD OF 11/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000069075 \$10,138.80 TOTAL
REFERENCE BID # 209-10
- ENVIRONMENTAL SERVICES: VALLEY CREEK WWTP FROM MCCAIN ENGINEERING, PELHAM, AL, FOR MAINTENANCE AND ANNUAL INSPECTIONS ON TWO (2) HOT WATER BOILER SYSTEMS, TO INCLUDE LABOR, MATERIALS AND INCIDENTALS. SAP PURCHASE ORDER # 2000069241 \$14,720.00 TOTAL
- COOPER GREEN MERCY HOSPITAL FROM KONE INCORPORATED, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR ELEVATOR MAINTENANCE AND REPAIR ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP P PURCHASE ORDER # 2000069259 \$17,490.00 TOTAL REFERENCE BID # 138-10
- GENERAL SERVICES: ADMINISTRATION FROM SOUTHLAND ELECTRIC COMPANY INCORPORATED, FOR PURCHASE AND INSTALLATION OF EMERGENCY GENERATOR AT THE JEFFERSON COUNTY COURTHOUSE. EMERGENCY PURCHASE PROCESSED IN ACCORDANCE WITH ADMINISTRATIVE ORDER 93-2. SAP PURCHASE ORDER # 2000069265 \$253,744.00 TOTAL REFERENCE BID # 15-13
- COOPER GREEN MERCY HOSPITAL (RADIOLOGY DEPARTMENT) FROM THE STATE OF ALABAMA DEPARTMENT OF PUBLIC HEALTH, MONTGOMERY, AL, TO PAY INVOICE #13-527 FOR ANNUAL FEE FOR RADIOACTIVE MATERIAL LICENSE (527) FOR FISCAL YEAR 2013. SAP PURCHASE ORDER # 2000069267 \$6,450.00
TOTAL
- FAMILY COURT - ADMINISTRATIVE SERVICES FROM PITNEY BOWES, LOUISVILLE, KENTUCKY, TO PURCHASE POSTAGE FOR PITNEY BOWES RESERVE ACCOUNT. SAP PURCHASE ORDER # 2000069268 \$40,000.00 TOTAL
- DISTRICT ATTORNEY - BIRMINGHAM WORTHLESS CHECK UNIT FROM KONICA MINOLTA BUSINESS SOLUTIONS, BESSEMER, AL, TO PURCHASE KONICA MINOLTA BIZHUB C654 COPIER FOR THE PERIOD OF 11/01/12 - 10/31/13. SAP PURCHASE ORDER # 2000069273 \$6,747.00 TOTAL REFERENCE BID # 150-11

9. ENVIRONMENTAL SERVICES SHADES SEWER LINE MAINTENANCE FROM P & H SUPPLY, WARRENTON, GA, PURCHASE ORDER FOR ORANGE 2500 PSI SEWER HOSE. SAP PURCHASE ORDER # 2000069274
\$5,340.00 TOTAL
10. ENVIRONMENTAL SERVICES WWTP FROM LHOIST NORTH AMERICA OF ALABAMA, CALERA, AL, TO AWARD CONTRACT FOR FOUNDRY LIME FOR THE PERIOD OF 12/01/12 - 11/30/13. REFERENCE BID # 21-13
11. ENVIRONMENTAL SERVICES: VILLAGE CREEK WWTP FROM LHOIST NORTH AMERICA OF ALABAMA, CALERA, AL, OPEN PURCHASE ORDER FOR FOUNDRY LIME FOR THE PERIOD OF 12/01/12 -11/30/13.
SAP PURCHASE ORDER # 2000069275 \$71,500.00 TOTAL REFERENCE BID # 21-13
12. ENVIRONMENTAL SERVICES: VALLEY CREEK WWTP FROM LHOIST NORTH AMERICA OF ALABAMA, CALERA, AL, OPEN PURCHASE ORDER FOR FOUNDRY LIME FOR THE PERIOD OF 12/01/12 -11/30/13.
SAP PURCHASE ORDER # 2000069276 \$125,000.00 TOTAL REFERENCE BID # 21-13
13. ENVIRONMENTAL SERVICES SHADES LINE MAINTENANCE FROM PORT CITY PIPE, MOBILE, AL, OPEN PURCHASE ORDER FOR MANHOLE RISER RINGS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13.
SAP PURCHASE ORDER # 2000069284 \$50,000.00 TOTAL REFERENCE BID # 189-10
14. GENERAL SERVICES ADMINISTRATION FROM KONE INCORPORATED, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR ELEVATOR MAINTENANCE AND REPAIR ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13.
SAP PURCHASE ORDER # 2000069286 \$85,720.00 TOTAL REFERENCE BID # 138-10
15. ENVIRONMENTAL SERVICES: PUMP STATION OPERATIONS FROM THE ESHELMAN COMPANY, BIRMINGHAM, AL, TO PURCHASE EBARA PUMP - MODEL I OODLMFU6266. SAP PURCHASE ORDER # 2000069302
\$11,343.00 TOTAL
16. ECONOMIC DEVELOPMENT - WORKFORCE INVESTMENT FROM THE STATE OF ALABAMA DEPARTMENT OF FINANCE INFORMATION SERVICES DIVISION, MONTGOMERY, AL, FYI 3 PURCHASE ORDER FOR DATA LINES FURNISHED TO ACCESS DATABASE FOR CASE MANAGEMENT FOR ALAWORKS.
SAP PURCHASE ORDER # 2000069304 \$7,722.00 TOTAL
17. COOPER GREEN MERCY HOSPITAL FROM DYNAMIX GROUP INCORPORATED, ATLANTA, GA, FOR MEMORY UPGRADE FOR EMR SERVERS - REFERENCE QUOTE # 20121105.1530 REV 01.
SAP PURCHASE ORDER # 2000069321 \$6,528.00 TOTAL
18. COOPER GREEN MERCY HOSPITAL FROM XEROX CORPORATION, BIRMINGHAM, AL, FOR MAINTENANCE OF XEROX NUVERA. SAP PURCHASE ORDER # 2000069336 \$7,380.00 TOTAL REFERENCE BID # 43-10
19. JEFFERSON REHABILITATION AND HEALTH CENTER FROM VEOLIA ES SOLID WASTE SE, MOODY, AL, OPEN PURCHASE ORDER FOR FYI 3 WASTE PICK-UP SERVICE FOR THE PERIOD OF 10/01/12 - 9/30/13.
SAP PURCHASE ORDER # 2000069339 \$35,000.00 TOTAL REFERENCE BID # 175-10
20. ENVIRONMENTAL SERVICES: FIVE MILE CREEK WWTP FROM PARKSON CORPORATION, FT. LAUDERDALE, FL, TO PURCHASE THREE (3) NYLON BRUSHES FOR SEWAGE TREATMENT EQUIPMENT - \$1,757 EACH.
SAP PURCHASE ORDER # 2000069352 \$5,271.00 TOTAL
21. ENVIRONMENTAL SERVICES DEPARTMENT - SHADES VALLEY FROM BIRMINGHAM WATER WORKS BOARD, BIRMINGHAM, AL, TO PROVIDE HYDRANT WATER FOR CREW TRUCKS ON AN AS NEEDED BASIS FOR THE PERIOD FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000069357 \$12,000.00 TOTAL
22. ACKNOWLEDGMENT FOR SHERIFF: BIRMINGHAM ENFORCEMENT FROM G T DISTRIBUTORS OF GEORGIA INCORPORATED, ROSSVILLE, GA, FOR FIELD DRUG TESTS (METHAMPHETAMINE, HEROINE AND COCAINE).
SAP PURCHASE ORDER # 2000039362 \$8,085.00 TOTAL
23. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM DIVERSIFIED INSPECTIONS, PHOENIX, AZ, PURCHASE ORDER FOR ANNUAL AERIAL LIFT INSPECTIONS (16 UNITS). SAP PURCHASE ORDER # 2000069363
\$5,600.00 TOTAL
24. ENVIRONMENTAL SERVICES PUMP STATION OPERATIONS FROM B & D ELECTRIC MOTOR COMPANY, BIRMINGHAM, AL, PURCHASE ORDER FOR 75 HP PUMP MOTOR. SAP PURCHASE ORDER # 2000069366
\$6,280.00 TOTAL
25. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM IMMUCOR INCORPORATED, ATLANTA, GA, FOR BLOOD BANK SUPPLIES FOR THE PERIOD 10/1/2012-09/30/2013 TO BE ORDERED AS NEEDED BY USER DEPARTMENT.
SAP PURCHASE ORDER # 2000069370 \$8,000.00 TOTAL REFERENCE BID # 23-11
26. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM ROBERT H. SWEDARSKY MALBOROUGH HOLDINGS LLC DB/A PENNSYLVANIA CYTOLOGY SERVICES, MONROEVILLE, PA, CONTRACT EXTENSION FOR PAP SMEARS TO

COMPANY, BIRMINGHAM, AL, TO PURCHASE ABB VARIABLE FREQUENCY DRIVE.

SAP PURCHASE ORDER # 2000069568 \$5,632.96 TOTAL

2. COOPER GREEN MERCY HOSPITAL: ADMINISTRATION FROM A D I, ATLANTA, GA, TO PURCHASE 16WAY DVMR - EMERGENCY PURCHASE PROCESSED IN ACCORDANCE WITH ADMINISTRATIVE ORDER 93-2.

SAP PURCHASE ORDER # 2000069571 \$5,248.99 TOTAL REFERENCE BID # 229-10

3. ENVIRONMENTAL SERVICES: LEEDS WWTP FROM GEO SPECIALTY CHEMICALS INCORPORATED, LITTLE ROCK, AR, TO PURCHASE LIQUID ALUM FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000069628 \$26,411.45 TOTAL REFERENCE BID # 133-12

4. ENVIRONMENTAL SERVICES: TURKEY CREEK WWTP FROM GEO SPECIALTY CHEMICALS INCORPORATED, LITTLE ROCK, AR, TO PURCHASE LIQUID ALUM FOR THE PERIOD OF 10/01/12 - 9/30/13.

SAP PURCHASE ORDER # 2000069629 \$20,000.00 TOTAL REFERENCE BID # 133-12

5. COOPER GREEN MERCY HOSPITAL, JEFFERSON REHABILITATION AND HEALTH CENTER, YOUTH DETENTION CENTER AND PACA MEMBERS FROM INTERSTATE BRANDS CORPORATION, BIRMINGHAM, AL, TO TERMINATE CURRENT CONTRACT DUE TO COMPANY CLOSING**BID RENEWAL APPROVED BY COMMISSION ON 3/12/12 FOR THE PERIOD OF 7/09/12 - 7/08/2013. REFERENCE BID # 85-11

6. COOPER GREEN MERCY HOSPITAL, JEFFERSON REHABILITATION AND HEALTH CENTER, YOUTH DETENTION CENTER AND PACA MEMBERS FROM FLOWERS BAKING COMPANY INCORPORATED, BIRMINGHAM, AL, TO AWARD CONTRACT FOR FRESH BREADS/ROLLS IN ACCORDANCE WITH STATE OF ALABAMA BID LAW SECTION 41-16-57(a) UNTIL 9/30/13. (REPLACEMENT VENDOR, SEE ITEM # 5). REFERENCE BID #'S 85-11, 40-13

7. GENERAL SERVICE - ADMINISTRATION FROM AMERICAN FACILITY SERVICES, ALPHARETTA, GA, TO AWARD CONTRACT FOR CUSTODIAL SERVICES - GROUP A FOR THE PERIOD OF 1/01/13 - 12/31/15. REFERENCE BID # 23-13

8. GENERAL SERVICE - ADMINISTRATION FROM SOUTHERN BUILDING MAINTENANCE INCORPORATED, BIRMINGHAM, AL, TO AWARD CONTRACT FOR CUSTODIAL SERVICES - GROUP B AND C FOR THE PERIOD OF 1/01/13 - 12/31/15. REFERENCE BID # 23-13

9. ENVIRONMENTAL SERVICES: VALLEY CREEK WWTP FROM HILE CONTROLS OF ALABAMA, PELHAM, AL, FOR ABB/K-TEK ULTRASONIC TRANSMITTERS, TRANSDUCERS AND ACCESSORIES.

SAP PURCHASE ORDER # 2000069583 \$6,992.00 TOTAL

10. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, PALATINE, IL, TO PAY FOR RECONCILED INVOICES FROM 3/12 - INVOICE # 5264344 (\$,658.36) AND INVOICE # 5261511 (\$9,658.36); ALSO COVERS LXI PROPERTY TAX FOR FY12 - INVOICE # 103133942 (\$4,695.12). SAP PURCHASE ORDER # 2000069569 \$24,011.84 TOTAL

11. ENVIRONMENTAL SERVICES: PACKAGE WWTP AND PUMP STATIONS FROM JIM HOUSE AND ASSOCIATES, BIRMINGHAM, AL, TO PURCHASE TROJAN UV 4000 PARTS - MODULE AND COMMUNICATION BOARDS: MODULES - \$2,326.00 EACH (THREE TIMES) AND , COMMUNICATION - \$2,906.00 EACH (THREE TIMES). ONE TIME PURCHASE.

SAP PURCHASE ORDER # 2000068385 \$15,696.00 TOTAL REFERENCE BID # 5-13

12. COOPER GREEN MERCY HOSPITAL FROM BAPTIST HEALTH SYSTEM, BIRMINGHAM, AL, TO AWARD BID FOR THE SALE OF FOURTEEN (14) GERIATRIC PSYCHIATRIC BEDS (CON). REFERENCE BID # 32-13 \$ 11,000.00 EACH PROJECTED REVENUE \$154,000.00- TOTAL

AMENDMENT NO. 1

For Week of 11/20/12 - 11/26/12

DELETE #12

12. COOPER GREEN MERCY HOSPITAL FROM BAPTIST HEALTH SYSTEM, BIRMINGHAM, AL, TO AWARD BID FOR THE SALE OF FOURTEEN (14) GERIATRIC PSYCHIATRIC BEDS (CON). REFERENCE BID # 32-13 \$ 11,000.00 EACH PROJECTED REVENUE \$154,000.00- TOTAL

ADD:

13. GENERAL SERVICES: ADMINISTRATION FROM SOUTHLAND ELECTRIC COMPANY, INC., BIRMINGHAM, AL FOR INSTALLATION OF BUS DUST AT COURTHOUSE. SAP PURCHASE ORDER # 20000069383 \$5,600.00 TOTAL

14. ROADS AND TRANSPORTATION FROM AMWATSTE, LLC, D/B/A MATTER MANAGEMENT BIRMINGHAM, SYLVAN SPRINGS, AL FOR DISPOSAL FEES FOR THE BESSEMER CAMP ON AN AS NEEDED BASIS FOR THE PERIOD 10/1/12 - 9/30/12. SAP PURCHASE ORDER # 20000069850 \$15,000 TOTAL

Motion was made by Commissioner Knight seconded by Commissioner Stephens that the Purchasing Report be approved. Voting

“Aye” Knight, Stephens, Bowman, Brown and Carrington.

Dec-10-2012-1027

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 11/13/12 -11/19/12

1. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY DEPARTMENT) FROM BACTERIN INTERNATIONAL, BELGRADE, MT, TO PAY INVOICE FOR SUPPLIES AS ORDERED BY MEMBER OF SURGICAL STAFF AT CGMH.
SAP PURCHASE ORDER # 2000069317 \$7,150.00 TOTAL
2. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM SHIN J. OH MUSCLE AND NERVE HISTOPHATHOLOGY LABORATORY, BIRMINGHAM, AL, BID EXTENSION TO PAY INVOICES FOR HISTOLOGICAL AND HISTOCHEMICAL PREPARATION AND INTERPRETATION. SAP PURCHASE ORDER # 2000069421
\$2,000.00 TOTAL

For Week of 11/20/12 - 11/26/12

1. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY DEPARTMENT) FROM COOK MEDICAL, CHICAGO, IL, TO PAY INVOICE FOR SURGICAL IMPLANTS AS PRESCRIBED BY PHYSICIAN AND ORDERED BY MEMBER OF CGMH SURGERY DEPARTMENT. SAP PURCHASE ORDER # 2000069602 \$2,024.35 TOTAL
2. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SMITH AND NEPHEW ORTHOPEDIC, HOMEWOOD, AL, TO PAY INVOICE FOR SURGICAL IMPLANTS AS PRESCRIBED BY DR. J. WEAVER AND ORDERED BY MEMBER OF CGMH SURGERY DEPARTMENT. SAP PURCHASE ORDER # 2000069607 \$1,225.09 TOTAL
3. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SMITH AND NEPHEW ENDOSCOPY, CHARLOTTE, NC, TO PAY INVOICE FOR SURGICAL IMPLANTS AS PRESCRIBED BY DR. J. FLOYD AND ORDERED BY MEMBER OF CGMH SURGERY DEPARTMENT. SAP PURCHASE ORDER # 2000069608, 2000069609
\$2,169.97 TOTAL
4. EXCEPTION FOR JEFFERSON REHABILITATION AND HEALTHCARE FROM HILL-ROM, BATESVILLE, IN, TO PAY INVOICES FOR MATTRESS AND BED RENTALS AS PRESCRIBED AND ORDERED BY MEMBER OF JRHC MEDICAL STAFF. SAP PURCHASE ORDER # 2000069543 \$2,925.00 TOTAL
5. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM COLLEGE OF AMERICAN PATHOLOGISTS, NORTHFIELD, IL, TO PURCHASE CAP LABORATORY SURVEYS AND PROFICIENCY TESTS. CAP# 154400101, CLIA#OID0301450. TESTS ARE NECESSARY FOR LABORATORY CERTIFICATION - ORDER DEADLINE 12/01/2012. SAP PURCHASE ORDER # 2000069666 \$16,002.00 TOTAL
6. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL FROM BUSINESS SYSTEMS AND CONSULTANTS, BIRMINGHAM, AL, TO PAY INVOICE # 4111 FOR \$231.00 AND INVOICE # 8726 FOR \$231.00 TO COVER TONER FOR SP3000 MACHINE IN MEDICAL RECORDS. PRODUCT ALREADY RECEIVED. SAP PURCHASE ORDER # 2000069444
\$462.00 TOTAL
7. EXCEPTION FOR JEFFERSON COUNTY FAMILY COURT FROM TAB PRODUCTS COMPANY C/O TAB OFFICE SYSTEM & SOLUTIONS, BIRMINGHAM, AL, TO PAY INVOICE # 2136914 FOR LEGAL FILE FOLDERS FOR CHILD SUPPORT CASES. PRODUCT ALREADY RECEIVED. SAP PURCHASE ORDER # 2000069514 \$1,078.00 TOTAL

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

Dec-10-2012-1028

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Reports for the week of For Week of 11/13/12 -11/19/12 and 11/20/12 - 11/26/12, 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, Brown and Carrington.

STAFF DEVELOPMENT

Multiple Staff Development

County Attorney - 3 participants

Shawna Smith	\$299.00
French McMillan	\$299.00
Theodore Lawson	\$299.00
CLE Seminar for maintenance of Bar license Birmingham, AL – December 18, 2012	

Sheriff's Office - 2 participants

James Guntharp	\$99.00
William McAnally	\$99.00
The Bullet Proof Mind: Mental Preparation for Combat Birmingham, AL – December 12, 2012	

Stormwater Authority - 2 participants

Amanda Elledge	\$127.98
Johanna Burwinkle	\$119.88
Stormwater Conference Chattanooga, TN – October 17-19, 2012 (mileage left off original request)	

Individual Staff Development

General Services

Steve Cockrell	\$125.00
NICET Certification Examination Birmingham, AL – January 15, 2013	

Environmental Services

Emily Kemp	\$239.00
Alabama Boundary Law Birmingham, AL – December 19, 2012	

For Information Only - Personnel Board

Cynthia Holiness	\$285.00
Government Finance Assn. of Alabama Conference Birmingham, AL – December 5-6, 2012	

Tiffany Owens	\$40.00
Jefferson State General Job Fair Birmingham, AL – November 8 & 15, 2012	

Tiffany Owens	\$25.00
Athens State University Job Fair Athens, AL – October 16, 2012	

Tiffany Owens	\$745.26
Auburn University Career Expo Auburn, AL – September 17, 2012	

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

BUDGET TRANSACTION

Environmental Services (Landfill) \$25,800

Increase expenditure budget to encumber the contract for the Shannon Landfill Groundwater Monitoring Well Installation Project. The budget will be taken from the Landfill's fund budget.

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

REQUEST FOR CERTIFICATIONS

Information Technology

Data Processing Coordinator - provisional & regular

Human Resources

A/Benefits Administrator - provisional

Benefits Administrator - provisional

Cooper Green Mercy Hospital - Medical Surgical

Staff Registered Nurse

Cooper Green Mercy Hospital - St. George's Clinic

Health Services Project Administrator - provisional & regular

Motion was made by Commissioner Knight seconded by Commissioner Stephens that the Request for Certifications be approved.

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

Dec-10-2012-1029

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Authorization for Release Notice (Southeast Transfer of Contract) between Jefferson County, Alabama and AT&T which provides for the transfer of telephone lines belonging to the Jefferson County E911 Emergency Communications District into their name and billing responsibility. This will reduce expenses by \$211,647.60 annually.

(Southeast Transfer of Contract)

Authorization for Release Notice

The under signed subscriber does hereby agree to transfer subscriber's telephone number(s) _____ to _____ (list attached) and thereby relinquish all claims to this number, together with all rights, privileges, benefits, refund rights and credits (excluding deposits) which may accrue or have accrued and are not yet, actually furnished to subscriber. AT&T Business Systems is neither required nor obligated to extend between scriber and new customer and any other person.

Payment of any refund or extension of any credits or other rights required by law in connection with the above number must be mane by AT&T Business Systems in the manner and to the person required by the applicable tariff or regulatory tariff or regulatory authority, notwithstanding anything to the contrary in this document.

It is understood that if this agreement is not returned to AT&T by _____ / _____ / _____, the services will be disconnected.

BILLING NAME OF FORMER SUBSCRIBER: Jefferson County Commission

LEGAL NAME OF FORMER SUBSCRIBER: Jefferson County Commission

PRINTED NAME OF FORMER SUBSCRIBER: Jefferson County Commission

SIGNATURE OF FORMER SUBSCRIBER: W. D. Carrington

<u>Account</u>	<u>Line ID</u>	<u>Cost Per Month</u>	<u>Location</u>	<u>Provider</u>
205 M78-0697	10.HRDC.501753.SC	\$173.02	2200 8TH AVE NORTH	AT&T
205 M78-1701	10.HRDC.501754.SC	\$109.37	2200 8TH AVE NORTH	AT&T
205 M78-1984	10.HRDC.501755.SC	\$175.05	2200 8TH AVE NORTH	AT&T
205 M78-3208	10.HRDC.501758.SC	\$175.05	2200 8TH AVE NORTH	AT&T
205 M78-3441	10.HRDC.501757.SC	\$161.14	2200 8TH AVE NORTH	AT&T
205 M78-4578	10.HRDC.501758.SC	\$193.32	2200 8TH AVE NORTH	AT&T
205 M78-5247	10.RTNV.500381.SC	\$311.50	2200 8TH AVE NORTH	AT&T
205 M78-7018	10.EMNC.500043.SC	\$16,033.50	5332 HWY 280	AT&T
205 M78-8815	10.HRDC.501760.SC	\$163.23	2200 8TH AVE NORTH	AT&T
205 481-4283		\$12.14	Bessemer PSAP	AT&T
205 481-4293		\$12.14	Bessemer PSAP	AT&T
205 481-8024		\$12.14	Bessemer PSAP	AT&T
205 481-8031		\$12.14	Bessemer PSAP	AT&T
205 481-8032		\$12.14	Bessemer PSAP	AT&T
205 481-8033		\$12.14	Bessemer PSAP	AT&T
205 327-8215	Centrex	\$10.09	2200 8TH AVE NORTH	AT&T
205 327-8218	Centrex	\$10.09	2200 8TH AVE NORTH	AT&T
205 327-8217	Centrex	\$10.09	2200 8TH AVE NORTH	AT&T

205 325-8218	Centrex	\$10.09	2200 8TH AVE NORTH	AT&T
205 327-8219	Centrex	\$10.09	2200 8TH AVE NORTH	AT&T
206 425-2782 782 0640		\$21.08	Bessemer PSAP	AT&T

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

Dec-10-2012-1030

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

Extension to the Agreement with Dr. Durwood Sims to provide educational services to jail inmates and to maintain the Jail Library for FY2012-2013 in the amount of \$36,000.

EXTENSION TO AGREEMENT

WHEREAS, Mike Hale, as Sheriff of Jefferson County, Alabama, and the Jefferson County Sheriffs Office (collectively the "Sheriff") and Dr. Durwood Sims ("Dr. Sims") have previously entered into an agreement to provide educational services for the Jefferson County Jail, Birmingham (the "Agreement"), a copy of which is attached hereto (on file in the Minute Clerk's office) and the terms and conditions of which are incorporated by reference; and

WHEREAS, the original term of the Agreement began on October 1, 2010 and remained in full force and effect until September 30, 2012; and

WHEREAS, the Agreement provided that the parties may extend the term of the Agreement for two (2) additional one-year terms; and

WHEREAS, the parties desire to extend the term of the Agreement.

NOW, THEREFORE, IN CONSIDERATION of the above and the below, the parties hereto agree as follows:

1. The term of the Agreement is hereby extended until September 30, 2013, with the effective date of such extension to be October 1, 2012.
2. Except as expressly stated herein, all provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties have caused the same to be executed by their duly authorized representatives.

Sheriff Mike Hale
Jefferson County Sheriff's Office
Dr. Durwood Sims

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

Dec-10-2012-1031

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Life South Community Blood Center to provide blood and blood products to Cooper Green Mercy Hospital for the period May 1, 2012 - April 30, 2013 in the amount of \$35,000 (\$2,000 FY12/\$33,000 FY13).

SUPPLEMENTAL PROVIDER BLOOD SERVICES AGREEMENT

LifeSouth Community Blood Centers, Inc. hereinafter referred to as "LifeSouth", a Florida not-for-profit corporation licensed by federal and state authorities, and authorized to do business in the State of Alabama, and Jefferson County Commission d/b/a Cooper Green Mercy Hospital, a public facility owned by Jefferson County, Alabama, hereinafter referred to as "Hospital", enter into this Agreement for the provision of certain blood components and services from LifeSouth to Hospital. In consideration of the covenants, obligations and benefits that are set forth in this Agreement, the parties agree as follows:

1. Duration of Agreement:
 - A. This Agreement will begin on the 1st day of May 2012 and will remain in effect for one (1) year until the 1st of May 2013. This Agreement supersedes any prior agreements, specifically, the Supplemental Provider Blood Services Agreement executed and dated May 24, 2012.
 - B. This Agreement will continue for two (2) successive one (1) year periods after the initial term, unless a party notifies the other party that it will not renew the Agreement, and such notice is received by the other party at least sixty (60) days prior to the end of the term.
2. Termination of Agreement:

Either party may terminate this Agreement by providing the other party thirty (30) days written notice.

3. Definition of Terms:

A. Inventory Components: Includes the following components: Liquid Red Cell Components, Fresh Frozen Plasma, Pooled Platelets, Cryoprecipitate, pooled Cryoprecipitate and Plateletpheresis (not otherwise defined).

B. Special Order Components: Includes the following components: Antigen Negative Red Cell Units, HLA Matched Plateletpheresis, Cross-Matched Plateletpheresis, Plateletpheresis held for a specific patient, Leukocytes, Irradiated Units, CMV Negative Units, Designated Units, Autologous Units and Directed Donor Units (donor units directed for use by a specific patient).

C. Components Removed From Inventory: Includes components designated for a specific patient that are removed from inventory at either the Hospital or a LifeSouth facility and Red Cell Components.

D. Non-Inventory Components: Includes components prepared and/or designated for a specific patient such as Leukocytes, Irradiated Units and Autologous Components, and that cannot be readily used for another patient.

E. Inventory Components with Special Requirements: Includes Antigen Negative Blood Cell Units, HLA Matched Plateletpheresis, Directed Donor Units and Cross-Matched Plateletpheresis.

F. Standards: All applicable current regulations of the Food and Drug Administration ("FDA") as listed in Title 21, CFR (including 21 CFR Parts 210-11, 600-640, and 820) and relevant FDA guidances; and the current edition of standards established by the AABB. Collectively, all of the forgoing shall be referred to as the "Standards".

G. Unacceptable Component for Transfusion: Any component that for any reason is not acceptable for transfusion by FDA, AABB, state laws and regulations and/or internal procedures or the Standard Operating Procedure for LifeSouth Customers ("SOP").

4. Responsibilities of LifeSouth as Supplemental Provider:

A. The parties intend that LifeSouth shall be a supplemental provider of the components and services referenced herein and attached as Exhibit A. LifeSouth will provide blood components and services to Hospital of consistently high quality that meet the Standards. As a supplemental provider, LifeSouth is under no obligation or responsibility to maintain minimum inventory levels of blood services or components to Hospital.

B. If inventory is available, LifeSouth will make all reasonable commercial efforts to provide blood components and services to Hospital in addition to those components and services agreed upon in Exhibit A. Hospital recognizes that LifeSouth's ability to furnish blood is conditioned upon an adequate volume of blood voluntarily donated to it and circumstances beyond its control could affect its ability to supply components.

5. General Services and Responsibilities of LifeSouth:

A. Responsibilities: LifeSouth will use all reasonable commercial efforts to supply the Hospital with the blood components and services specified in a timely manner when requested by Hospital.

B. Standards, Compliance and Accreditation: All blood components and services of LifeSouth will be provided in accordance with applicable regulations and the Standards. LifeSouth will obtain and maintain all licenses and permits that are required from governmental authorities and are necessary for LifeSouth to operate, and LifeSouth will maintain compliance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction. LifeSouth shall maintain accreditation by AABB or CAP, licensure by FDA, and adhere to relevant individual state requirements. Proof of such accreditation by LifeSouth is available at www.lifesouth.org.

C. Hospital Compliance: LifeSouth will cooperate with Hospital, as needed, to ensure Hospital's compliance with applicable standards promulgated by The Joint Commission ("TJC"), other accrediting agencies, and applicable law.

D. Transfusion Services: LifeSouth will not provide or perform transfusion services for the Hospital, except as may be provided for between the parties in separate written agreement(s).

E. Delivery: LifeSouth shall make deliveries to Hospital as determined by LifeSouth to meet Hospital's requests using all reasonable commercial efforts and subject to availability of blood components and services.

F. Disaster/Emergency Preparedness: LifeSouth handles disasters and emergencies utilizing developed disaster and emergency plans. These plans are organized by LifeSouth disaster plan coordinator(s) and committee(s) and include the redistribution of blood components for disaster and emergency needs. Additional information about LifeSouth's disaster and emergency plans is available at www.lifesouth.org.

6. General Responsibilities of Hospital:

A. Notice: The Hospital shall notify LifeSouth when Hospital determines that it requires blood components or services from LifeSouth.

B. Standards and Compliance: Hospital agrees to provide quality transfusion services (including proper storing, handling, and controlling of blood components) in accordance with federal law and the regulations of the AABB and the FDA (21CFR Parts 210-211, 600-640, and 820 and 42 CFR Part 493).

C. Accreditation: Hospital transfusion service shall meet CILIA requirements by maintaining accreditation through any qualified accrediting organization such as AABB, The Joint Commission ("TJC"), the Commission on Laboratory Accreditation ("COLA") and/or

College of American Pathologists ("CAP") for each location where transfusion services are provided. LifeSouth shall maintain accreditation by AABB or CAP, licensure by FDA, and adhere to relevant individual state requirements. Proof of such accreditation by Hospital shall be attached to this Agreement as Exhibit B.

D. Hospital-to-Hospital Transfers: If Hospital provides LifeSouth blood products or components to another medical facility without the consent of LifeSouth, Hospital is responsible for the cost of the component(s), any associated service(s) and costs. LifeSouth will not be responsible for billing the subsequent medical facility and is not liable or responsible for the blood component(s) shipped. If Hospital transfers blood components to another health care facility without the knowledge of LifeSouth, Hospital remains responsible for compliance with Section 14 of this Agreement as it relates to those transferred components.

E. Informed Consent: Hospital will be solely responsible for obtaining the informed consent of Hospital's patients for the receipt of transfusion(s).

7. Ordering Special Order Components:

A. Hospital will notify LifeSouth of the need for any special order components with as much advance notice as possible to assure blood is available when required for transfusion.

B. LifeSouth shall make best efforts to provide Special Order Components when requested by the Hospital. Special Order Components shall be delivered to the Hospital as soon as practicable.

C. When an order for Special Order Components is canceled after LifeSouth has located and/or shipped in the component(s), the Hospital shall pay the costs associated with locating and/or shipping the component(s).

D. If in providing Special Order Components, LifeSouth is required to use the services of third parties, Hospital will pay cost of such components and services at the actual cost of acquisition, plus the cost of transportation and associated special services which includes, but is not limited to, rare donor unit fees, unusual preservation, thawing or deglycerolization of red cell donor units.

8. Autologous Services:

A. Pursuant to a physician's request and the approval of the LifeSouth Medical Director, LifeSouth will draw the patient and provide Autologous Unit(s) to the Hospital.

B. Autologous Units are not returnable for credit and the service fee is non-refundable.

9. Directed Services:

A. Pursuant to a physician's request and the approval of LifeSouth's Medical Director, LifeSouth will draw donor(s) and provide Directed Donor Units to the Hospital.

B. The service fee for Directed Donor Units is non-refundable.

10. Return of Inventory Components:

A. If LifeSouth delivers Unacceptable Components for Transfusion, the Hospital may request and receive credit for the components upon return to LifeSouth. If these components are discarded at Hospital the reason for the discard and proof of discard is required before credit is issued.

B. Hospital will use the procedure documented in the SOP, available at www.lifesouth.org, when returning blood components to LifeSouth. The SOP may be modified at any time by LifeSouth and will be governed and modified in accordance with the Standards and all relevant state or federal laws, rules or regulations.

C. Hospital will receive full credit for any components returned at the request of LifeSouth, provided such components have not been entered or irradiated and have been properly stored by Hospital.

D. Blood components provided to Hospital on consignment, as designated on the shipping form, from LifeSouth are returnable for full credit, provided the components have not been entered or irradiated and have been properly stored by the Hospital.

E. LifeSouth will not accept the return or replacement of any components physically received by Hospital without accreditation. Hospital must comply and show proof of Hospital's current accreditation as defined in Section 6.C. for each of Hospital's facilities that will maintain and store blood components. Current accreditation shall be attached to this Agreement as Exhibit C. Hospital is responsible to provide proof to LifeSouth within five (5) days of re-accreditation status. Hospital will notify LifeSouth in writing of any change to Hospital's accreditation status within five (5) days.

11. Return of Other Components:

A. Special Order Components: Hospital is responsible for all costs associated with locating, shipping and/or other costs associated with the providing the special requirements of the component. Credit will not be issued for Special Order Components designated for a specific patient and removed from general inventory.

B. Components Removed From Inventory: Credit will not be issued for components designated for a specific patient and removed from general inventory.

C. Non-Inventory Components: Non-Inventory Components are not returnable for credit.

D. Components with Special Requirements: Components with Special Requirements may be returned for credit for the component

price only. Any associated costs and fees are non-refundable. Hospital is responsible for all costs associated with locating, shipping and/or other costs associated with the providing the special requirements of the component.

12. Billing, Payment and Default Remedies:

A. Hospital agrees to pay for all blood components and service fees, which includes expenses for recruitment, collection, testing, preparation, distribution, delivery and related services as agreed upon in The Blood Component and Fee Schedule and attached as Exhibit A. LifeSouth will issue a weekly cumulative invoice to Hospital for all blood components and services provided and items shipped to Hospital showing credit for items returned and/or transferred to other hospitals and any other credits earned.

B. If new testing procedures or compliance with new regulatory rules and regulations cause an increase in the basic cost of the aforesaid components or services, The Blood Component and Fee Schedule will be adjusted accordingly to allow LifeSouth to recover such costs immediately on a "make whole" basis.

C. All invoices from LifeSouth are due when rendered and are delinquent if not paid within thirty (30) days of the date of billing. Amounts that are delinquent will accrue interest at the rate of 1.5% per month from the first day after the due date until paid. In no event shall the interest rate be higher than the maximum interest rate allowed by law.

D. Should Hospital fail to pay invoices in a timely manner, LifeSouth may modify the payment terms of the Agreement, including, but not limited to, requiring Hospital to:

- (1) Provide cash deposits, before delivery, as security for payment;
- (2) Provide cash payments at the time of delivery (C.O.D.); or
- (3) Obtain a payment bond or letter of credit acceptable to LifeSouth. Such payment bond or letter of credit must be provided to LifeSouth at least thirty (30) days before a delivery is scheduled to secure that delivery.

E. If Hospital is delinquent in any payment obligation for more than thirty (30) days, Hospital shall be in default of this Agreement, and LifeSouth may, without further notice, pursue its legal remedies to collect amounts due it, including its attorney's fees, costs and expenses incurred in such collection activities, including pre litigation attorney's fees, costs and expenses. In addition, upon ten (10) days prior written notice after such default, LifeSouth may cease delivery of all blood components or services upon written notice to Hospital, and recover from

Hospital's premises any LifeSouth blood components. LifeSouth's attempt to pursue legal remedies in the collection of amounts due to it does not terminate this Agreement, nullify or otherwise impact Hospital's obligations under this Agreement, or prevent LifeSouth from seeking other legal remedies or damages for breach of this Agreement.

13. Limitations on Liability of LifeSouth:

A. LifeSouth's liability is expressly limited to its responsibility to provide blood components and services identified herein and in accordance with the Standards.

B. LifeSouth will not be responsible or liable for any costs, losses, injuries or damages due to failure to provide blood components and services when such failure is due to events, circumstances or acts of God over which the LifeSouth has no control.

C. LifeSouth will not be responsible for any occurrence resulting from the failure of the Hospital to comply with the Standards and rules of other applicable authorities.

D. LifeSouth will not be responsible or liable for any costs, losses, injuries or damages due to Hospital's failure to provide notification to LifeSouth of inventory levels below minimum levels or Hospital's failure to provide LifeSouth adequate notification of any demand on the daily inventory exceeding average daily usage.

E. LifeSouth will not be responsible for negligent, intentional or unauthorized disclosure of test results caused by the Hospital or its agents or representatives.

F. LifeSouth acknowledges that LifeSouth, LifeSouth's agents, and LifeSouth employees are not agents or employees of Hospital for any purpose and are not entitled to any type of leave, insurance, or other employee benefit from the Hospital. LifeSouth shall not represent itself to any third party as an agent or employee of Hospital.

G. Exclusion of Warranties: No laboratory test or other procedures are presently available which can assure that the blood and blood components and services provided under this Agreement are free from all agents, including but not limited to viruses and retroviruses, which may cause disease or illness. LifeSouth makes no warranties, expressed or implied, regarding the blood, blood components, tests or other procedures to be provided under this Agreement, and no provision of this Agreement creates any warranty of merchantability or fitness as to blood, blood components or products, tests or other procedures under this Agreement.

14. Quality Assurance:

A. For evaluation of potential disease transmission and other evaluations as agreed, Hospital agrees to provide written documents indicating disposition of blood components, date of infusion, and other information needed by LifeSouth for regulatory compliance purposes. Hospital agrees to report particular information regarding patients who may have contracted a disease which may be attributable to a transfusion or to a transfusion-related practice, using forms provided by LifeSouth.

B. LifeSouth agrees to follow all FDA policies regarding the notification to Hospital of blood components distributed to Hospital that were collected from donors subsequently found to be infectious and/or to be positive for transfusion transmitted diseases (including HIV and HCV), as outlined in 21 Code of Federal Regulations ("CFR") Parts 610.46 - 610.48.

C. Lookback Notification:

(1) If it is determined by LifeSouth that potentially HIV or HCV infectious blood or blood components were provided to the Hospital, LifeSouth will notify the Hospital in accordance with the CFR. Where required or allowed by law, notification of the Hospital may be provided through a State Department of Health or similar governmental agency. LifeSouth and Hospital will follow the requirements of the CFR and any FDA regulations or guidance concerning: notification of the Hospital by LifeSouth of potentially infectious blood and blood components; the quarantine of blood and blood components; lookback investigations; and any other relevant protocol as outlined in the CFR.

(2) When the donor of a previous blood donation tests repeatedly reactive for a viral marker on a subsequent blood donation, LifeSouth will initiate a lookback investigation.

D. Nonconforming Components: LifeSouth will notify the Hospital of nonconforming components and will provide Hospital with information necessary for notifying the patient's attending physician when such components have been transfused.

E. Market Withdrawals and Recalls: LifeSouth will process a retrieval for blood components when necessary, including but not limited to, inadvertent distribution of a component and/or post donation information about the donor or blood component.

F. Adverse Transfusion-Related Events: Hospital will immediately report to LifeSouth any component related adverse transfusion-related events involving LifeSouth components, including suspected transfusion-transmitted diseases.

15. Confidentiality:

A. HIPAA Compliance: LifeSouth is not a health plan, health care clearinghouse, or a health care provider that transmits health information in electronic form in connection with a transaction covered by Health Insurance Portability and Accountability Act ("HIPAA"), and therefore LifeSouth is not subject to HIPAA compliance requirements as it relates to the blood components and services provided for under this Agreement.

B. Patient Confidentiality: LifeSouth recognizes and acknowledges that by virtue of entering into this Agreement and by providing the blood components and services described herein, LifeSouth may have access to certain patient information, specifically as it relates to requests for reference laboratory services. LifeSouth agrees not to use or further disclose to a third party any protected health information or individually identifiable health information concerning a patient or donor, other than as permitted by this Agreement and as required for the treatment of a patient or donor, or as required by law, or where such disclosure is expressly approved of by Hospital in writing. LifeSouth will comply with any relevant and/or applicable federal and state laws, regulations and rules regarding the confidentiality of patient or donor information. The provisions of this paragraph will survive expiration of this Agreement, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.

C. State Department of Health: LifeSouth and Hospital will comply with any relevant state laws, regulations or rules requiring the reporting of information to the State Department of Health.

16. Indemnification:

A. LifeSouth and Hospital shall each be responsible for any and all liability resulting from the acts and/or omissions of their respective employees, officers, directors, agents and contractors. Neither party shall be liable for any liability resulting from the acts and/or omissions of the other party's employees, officers, directors, agents and contractors.

B. This provision shall survive termination of the Agreement.

17. Modifications to Agreement:

The parties may amend or modify this Agreement if both mutually consent and such consent is in writing and signed by both parties.

18. Notice to the Other Party:

A. All notices required or permitted by this Agreement shall be in writing.

B. The Hospital and LifeSouth will deliver notice to the other party by: personal delivery; mail (electronic, registered or certified, postage prepaid with return receipt requested); or by courier service such as Federal Express or United Parcel Service, provided such courier service provides a written receipt.

C. The Hospital and LifeSouth will deliver all notices to the following locations (street addresses only):

- | | |
|---------------|---|
| (1) LifeSouth | LifeSouth Community Blood Centers, Inc.
Corporate Headquarters
4039 Newberry Road
Gainesville, FL 32607
Attention: Kimberly E. Kinsell, General Counsel |
| (2) Hospital | Cooper Green Mercy Hospital |

1515 6th Avenue South
Birmingham, AL 35233
Sandra Hullett, MD
Attention: CEO & Medical Director

D. The Hospital or LifeSouth may change its address by written notice in accordance with this section.

19. Scope of Contract:

This is the entire agreement between the parties and supersedes all prior oral or written agreements, discussions or negotiations as to all matters addressed herein.

20. Attorneys' Fees:

In any litigation, including all appeals, to interpret or enforce the terms of this Agreement the prevailing party will be entitled to reasonable attorneys' fees from the non-prevailing party.

21. Status of Agreement:

It is expressly acknowledged by the parties that nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship between Hospital and LifeSouth, or to allow Hospital to exercise control or direction over the manner or method by which the services are performed that are described in the Agreement.

22. Governing Law:

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 this Agreement are to be delivered in Jefferson County, Alabama. The enforcement and interpretation of this Agreement will be governed by the law of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be in the Circuit Court of Jefferson County Alabama, Birmingham.

23. Changes in Laws:

The parties recognize that this Agreement is subject to applicable federal, state and local laws. Any provisions of law that invalidate, or otherwise are inconsistent with the terms of this Agreement, or that would cause one or both of the parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement; provided, however, that the parties shall exercise their best efforts to accommodate the terms and intent of the Agreement to the greatest extent possible within the requirements of the law.

24. Effect of Invalidity:

The provisions of this Agreement are severable. Should any part or provision of this Agreement, for any reason, be declared invalid or illegal, such invalidity or illegality shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid or illegal portions thereof eliminated.

25. Waiver:

No consent or waiver, express or implied, by a party hereto or any breach or default by the other party in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party. The giving of consent by a party in any one instance shall not limit or waive the necessity to obtain such party's consent in any future instance.

26. Headings:

The headings to the various sections of this Agreement have been inserted for convenience of reference only and shall not modify, define, limit or expand the express provisions of this Agreement.

27. Third Party Beneficiary:

There are no third party beneficiaries to this Agreement.

28. Non-Disclosure of Agreement:

Neither party will disclose any of the terms of this Agreement or Exhibits, including The Blood Component and Service Fee Schedule, without the express, prior, written consent of the other party, or unless required by law.

29. Assignment:

Without the prior written consent of the other party, neither party may assign any of its rights or delegate any of its obligations herein described. This Agreement inures to the benefit of, and is binding upon, the successors and assigns of the parties. Each party agrees and avers that it will not unreasonably withhold consent.

IN WITNESS WHEREOF, Hospital and LifeSouth have duly executed this Agreement on the date first written above.

LifeSouth Community Blood Centers, Inc.

Nancy Eckert, President, Chief Executive Officer

Cooper Green Mercy Hospital

Sandra Hullett, MD - CEO & Medical Director

Jefferson County Commission

W.D. Carrington President

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

Dec-10-2012-1032

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Rebecca Dossett, Ph.D. to provide psychotherapy services for indigent HIV infected patients at Cooper Green Mercy Hospital's St. George's Clinic for FY2012-2013 in the amount of \$11,000.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of October, 2012 by and between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital-St. George's Clinic, hereinafter called "the County", and Rebecca Dossett, Ph.D., hereinafter called, "the Contractor". The effective date of this agreement shall be October 1, 2012.

WHEREAS, the County desires to contract for a qualified psychologist service for Cooper Green Mercy Hospital's St. George Clinic, hereafter called "the Hospital"; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth provide there are no Merit System or Classified employees available to fill this position.
2. **SCOPE OF SERVICES:** The Contractor shall perform all necessary professional services provided under this Contract as required by the Hospital. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the services of a qualified Psychologist to provide counseling services to HIV infected patients at the Hospital's St. George Clinic as well as their caregivers. Patients will be referred from the Hospital and fees will be paid by the county.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:**

The Contractor shall be available to render psychological counseling services to the Hospital at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2013. However, the Contract may be extended, at the County's option, for two (2) additional one-year periods, not to exceed three (3) full years.
4. **COMPENSATION:** The Contractor shall be compensated at the rate of \$110.00 per hour for services for patients without a billable third-party insurance for services rendered payable monthly per submission of an approved invoice not to exceed \$11,000.00 for the contract period. Invoices shall include patient name, services rendered, and date of service, and provider license number.
5. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance for this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligate for same under this contract.
6. **NON-DISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
7. **CONFIDENTIALITY:** Both Contractor and County agree to abide by all federal, state, and local laws pertaining to confidentiality and disclosure with regard to all information and records obtained or reviewed in the course of providing services. Neither party to the Agreement shall use the name of the other party in any promotional or advertising material without the prior written consents of the other party.
8. **TERMINATION OF CONTRACT:** This contract may be terminated by the Count 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 Contractor.
9. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its description resulting from the performance of the Contractor, its agents, and Subcontractors or employees under this Contract.
10. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties and no change of any term of provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the

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

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

12. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to the 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 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 contractors nor any of its officers, partners, owners, agents, representatives, employees or parties 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 the 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 the Agreement.

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

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

12. Any violation of this certification shall constitute a breach and default of the Agreement which shall be cause for termination. Upon such termination contract 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 the presents to be executed by their duly authorized representative.

CONTRACTOR:

Rebecca Dossett, Ph.D.

JEFFERSON COUNTY, ALABAMA:

Sandral Hullett, M.D., CEO and Medical Director

Cooper Green Mercy Hospital

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, Brown and Carrington.

Dec-10-2012-1033

WHEREAS, Cooper Green Mercy Hospital has received services from Amancia Carrera for the Comprehensive Minority and Health Disparities grant study awarded by the University of Alabama at Birmingham as a subgrant to Cooper Green Mercy Hospital; and

WHEREAS, Cooper Green Mercy Hospital received grant funds from the University of Alabama at Birmingham to pay for work performed for the Comprehensive Minority and health Disparities grant study; and

WHEREAS, Ms. Carrera is entitled to compensation for services provided in connection with this grant from July 21, 2012 through September 10, 2012, and Cooper Green Mercy Hospital has available grant funds remaining to pay for said services; and

THEREFORE, BE IT RESOLVED, that the Chief Financial Officer is directed to facilitate payments to Amancia Carrera in the amount of \$5,860.00, and directed to return the remaining unused grant funds received for the Comprehensive Minority and Health Disparities grant study to the University of Alabama at Birmingham.

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

Knight, Stephens, Bowman, Brown and Carrington.

Dec-10-2012-1034

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an extension to the agreement between Jefferson County, Alabama and Rural Metro of Central Alabama to provide ambulance services for residents at Jefferson Rehabilitation & Health Center for FY2012-2013 in the amount of \$7,000.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama d/b/a Jefferson Rehabilitation and Health Center, hereinafter called the "County" and Rural Metro hereinafter called "the Contractor" to provide Rehabilitation Services for the JRHC.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties referenced above, which was approved by the Jefferson County Commission on June 1, 2010 and recorded in Minute Book 160, Pages) 44-45, is hereby amended as follows:

Amend the Terms of Work paragraph as follows: This contract will be effective October 1, 2012 through September 30, 2013.

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

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission

CONTRACTOR

Rural Metro

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

Dec-10-2012-1035

WHEREAS, Ken Lowery desires to be re-appointed to the Planning and Zoning Commission of Jefferson County; and

WHEREAS, this appointment of a second term will begin upon approval by the Commission.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that Ken Lowery is hereby re- appointed to the Planning and Zoning Commission with his term ending December 14, 2016.

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

Dec-10-2012-1036

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that request from S Shade Crest, Inc, applicant; Mohammad Ali Marashinia, President/Store Manager; d/b/a Shades Crest Town and Country located at 3430 Morgan Road, Bessemer, AL 35022 for a 050 Retail Beer (off-premise only) and a 070 Retail Table Wine (off-premise only) license, be and here by is approved.

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

Dec-10-2012-1037

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-2010-018 Jimmy Caddis, Bonnie Gooden, Wanda Graham, and Howard Properties, LLC, owners; Kevin Howard, agent. Change of zoning on parcel ID# 38-31-4-0-19 in Section 31 Twp 19 Range 4 West from A-1 (Agriculture) to C-P (Preferred Commercial) for compliance for an existing insurance office. (Case Only: 2154 Eastern Valley Road; Bessemer, AL 35022) (BESSEMER)(0.72 Acres M/L)

RESTRICTIVE COVENANT: The property owner may continue to utilize the existing driveway in conjunction with the existing insurance office and current state of development on the property, However, should the nature of the business or use of the property change, or any expansion or additional development of the property be undertaken, a commercial class driveway, designed and constructed in accordance with the specifications of the Department of Roads & Transportation, shall be installed.

Z-2011-006 Wanda M. and Donald W. Meadows, owners; Jeff Kendrick, agent. Change of zoning on Parcel ID# 8-9-0-0- part of 40 in Section 9 Twp 15 Range 2 West from A-1 (Agriculture) to I-3 (Industrial) to replace an access to existing industrial property. (Case Only: 2439 Happy Top Road, Morris, AL 35116) (MAJESTIC) (1.3 Acres M/L)

RESTRICTIVE COVENANTS: 1. the property shall be used strictly for access only; and 2.the access point on Happy Top Road, and the design and construction specifications of the driveway connection to Happy Top Road, must be approved by the Department of Roads and Transportation.

Z-2012-024 Otis R. Robinson, owner; Freddy L. Hunt, agent. Change of zoning on Parcel ID# 7-6-0-0-10 in Section 6 Twp 15 Range 3 West from A-1 (Agriculture) to I-3(S)(Strip Mining) for a retention pond for an existing strip mining operation. (Case Only: 2600 Warrior Jasper Road, Warrior, AL 35180)(SLOAN MOUNTAIN) (3.8 Acres M/L)

RESTRICTIVE COVENANTS: A copy of the permit as approved by the Alabama Surface Mining Commission shall be submitted to the office of Land Planning and Development Services.

Motion was made by Commissioner Knight seconded by Commissioner Stephens that Z-2010-018, Z-2011-006 and Z-2012-024 be approved. Voting "Aye" Knight, Stephens, Bowman, Brown and Carrington.

Dec-10-2012-1038

RESOLUTION BY JEFFERSON COUNTY, ALABAMA, COMMISSION

WHEREAS Act 95-769 requires the Jefferson County Board of Registrars to implement a voter file maintenance process, and

WHEREAS Act 95-769 also requires the Jefferson County Commission to pay the cost of postage necessary to mail certain notices to voters and to subsequently apply for and receive reimbursement for such costs from the State of Alabama, and

WHEREAS the Alabama Secretary of State has indicated that her office is willing to serve as the agent for the Jefferson County Commission for the purposes of paying postage costs and collecting reimbursements for such costs from the State Elections Fund as provided for in Act 95-769, and

WHEREAS the Alabama Secretary of State served as the agent for the Jefferson County Commission in 1997, 2001, 2005 and 2009, for the purposes of paying postage costs and collecting reimbursements from the State Elections Fund as provided for in Act 95-769, now therefore

BE IT RESOLVED BY the Jefferson County Commission that it hereby agrees to appoint the Secretary of State to serve as its agent for the purposes of paying postage costs necessary for the mailing of certain notices to voters as required by Act 95-769 and collecting reimbursements for such costs from the State Elections Fund as provided in the Act, and now

BE IT FURTHER RESOLVED that the Chairperson of the Jefferson County Commission is authorized to execute an agency agreement to be entered into between this county and the Office of the Alabama Secretary of State.

Adopted this 10th day of December of the year 2012.

STATE OF ALABAMA

DATE: DECEMBER 10, 2012

COUNTY OF JEFFERSON

AGENCY AGREEMENT

The Jefferson County Commission hereby authorizes the Alabama Secretary of State to act as its agent for the purposes of paying postage necessary for the mailing of certain notices to voters as required by Act 95-769 and collecting reimbursements from the State Elections Fund associated with compliance with Act 95-769. The County Commission understands that the Secretary of State will be paying postage on the voter notifications required by §17-4-30(a), Code of Alabama (1975) for which the Commission will be obligated to reimburse the Secretary of State by this agreement and that such reimbursement shall occur from monies the County is entitled to for such costs from the State Elections Fund pursuant to §17-4-31, Code of Alabama (1975). The County Commission also agrees that the business reply mail account fee and business reply mail postage charges will remain its responsibility for which it may be reimbursed by the State of Alabama under the normal operation of the Act.

W. D. Carrington, Chairperson

County Commission

Acceptance by the Secretary of State:

Beth Chapman

Secretary of State

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

Dec-10-2012-1039

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 T. JOE KNIGHT as its representative on the Jefferson County Emergency Management Agency ("EMA") Council.

Cooperative Agreements with the Alabama Department of Homeland Security to provide grant funds as follows:

- a. FY2012 SMA LEL - Law enforcement Sustainment Regional LE Team for Jefferson County Sheriff's Office to purchase additional equipment and training - \$25,000
- b. FY2012 SMA BERT - Bessemer Heavy Team to purchase additional equipment and training - \$16,153
- c. FY2012 SMA BHAZ - Birmingham Hazmat to purchase additional equipment and training - \$6,233
- d. FY2012 SMA BHHV - Birmingham Heavy Rescue to purchase additional equipment and training - \$8,243
- e. FY2012 SMA BHMD - Birmingham Medium Team to purchase additional equipment and training - \$8,243
- f. FY2012 SMA - Homewood Medium to purchase additional equipment and training - \$10,713
- g. FY2012 SMA MBMD - Mt. Brook Medium Rescue to purchase additional equipment and training - \$1,903
- h. FY2012 SMA TR00 - Trussville Swift Water Rescue to purchase additional equipment and training - \$6,000
- i. FY2012 SMA VHMD - Vestavia Hills Medium Rescue to purchase additional equipment and training - \$7,248

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

Dec-10-2012-1040

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and University of Alabama Health Services Foundation, P.C., Division of General Pediatric and Adolescent Medicine to provide physician services by qualified physicians and nurses to the Jefferson County Youth Detention Center for the residents thereof in the amount of \$97,342.08 for FY 2012-2013.

CLARITY NO. 4439

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 7th day of January 2010 (sic), by and between Jefferson County, Alabama, hereinafter called "the County", and University of Alabama Health Services Foundation, P.C., Division of General Pediatric and Adolescent Medicine (the Division of GPAM), hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2012.

WHEREAS, the County desires to contract for medical services for the Jefferson County Youth Detention Center; and

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

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

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

2. SCOPE OF SERVICES:

The Contractor shall provide physician services by qualified physicians and nurses to the Jefferson County Youth Detention Center for the residents thereof. Said services shall be provided at the Center on Monday, Wednesday and Friday mornings, except holidays as follows:

- Complete a screening, health related history, and physical examination within 72 hours of admission, and to provide sick call treatment whenever necessary.

- Prescribe appropriate immediate treatment, or referral upon discharge for identified problems
- Initiate referral to mental health or other medical care services when such a referral is indicated
- Treatment of sexually transmitted diseases (STD) and pregnancy tests
- Follow up care of residents who were treated at emergency rooms or hospital when possible,
- Provide access to physician on-call (via telephone) 24 hours daily including weekends and holidays.
- Complete and update medical records and follow up and document all referral services.
- Conduct health education classes and group sessions for residents.
- Provide in-service continuing education of employees and training of new employees,
- Provide updated licenses and professional liability insurance of medical staff. Jefferson County shall:
- Furnish such clinical space and equipment as may be mutually agreed upon
- Provide such medical supplies and medication as recommended by the Contractor

Both parties acknowledge that there is no obligation whatsoever to provide emergency room or hospital care or physicians services at or in any emergency room or hospital.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render medical services at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2011 with renewal, at the County's option and County Commission approval, for two (2) additional one year terms, not to exceed three (3) full years.

4. COMPENSATION: The Contractor shall be compensated for services rendered at a total cost of \$97,342.08 paid in equal monthly installments of \$8,111.84 upon submission of an approved invoice.

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 the Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the 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: 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

7. 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.

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 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.

9. **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. (Sign attached Jefferson County's Alabama Equal Employment Opportunity Certification Form)

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

12. **LIABILITY:**

A. The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.

B. The Contractor will indemnify and save 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 COUNTY agrees, to the extent allowed by law, to indemnify and save harmless the Contractor, its corporate officers and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of services to the COUNTY its agents, subcontractor or employees under this contract.

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

Client: Jefferson County Youth Detention Center
140 2nd Ct. No.
Birmingham, AL 35204

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

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

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

15. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract.

Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$100,000 per occurrence.

16. **HOLD HARMLESS AND INDEMNIFICATION:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, 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 Contractor, 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.

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

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

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

JEFFERSON COUNTY, ALABAMA

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION FORM

Contractor/Vendor Name: University of Alabama Health Services Foundation

Address: 500 22nd Street, South Suite 502
Birmingham, AL 352030

The Contractor acknowledges receipt of Jefferson County's Equal Employment Opportunity Contractor Compliance Administrative Order and certifies that it is an equal opportunity employer and agrees to the requirements of the Policy and the Equal Employment Opportunity Clause therein. It further certifies that it will require all subcontractors to execute an Equal Employment Opportunity statement and certification of compliance in accordance with Jefferson County Administrative Order 08-4 as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.
3. The Contractor will include the provisions of paragraph (1) in every subcontract or purchase order. .1. The Contractor shall certify to the County its compliance with this policy prior to receipt of any contract or business with the County.

The Contractor will furnish to the County, upon request, reports, notices, policies and/or information certifying compliance with this policy.

In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

Reid F. Jones, Executive Vic President

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;
Reid F. Jones, Executive Vic President

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

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

Dec-10-2012-1041

WHEREAS, The Jefferson County Commission and the City of Birmingham entered into a month-to-month contract for animal control services with BJC Animal Control Services, Inc., beginning October 1, 2007; and

WHEREAS, said month-to-month contract requires the parties to give thirty (30) days notice prior to termination of said contract.

NOW THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION hereby approves the extension of the aforementioned contract for an additional thirty (30) days.

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

Dec-10-2012-1042

WHEREAS, the Consolidated Plan regulations at 24 CFR 91.520 require grantees to provide a summary of progress in carrying out the strategic plan and action plan components of the Consolidated Plan through Consolidated Annual Performance and Evaluation Reports; and

WHEREAS, the Annual Performance and Evaluation Report contains a summary of resources and programmatic accomplishments, the status of actions taken during the year to implement our overall strategy, and a self-evaluation of progress made during the past year; and

WHEREAS, Jefferson County is a recipient of CDBG, HOME, and ESG entitlement funds and has certified that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of such funds;

NOW THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign the Consolidated Annual Performance and Evaluation Report [CAPER] for Program Year 2011.

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

Dec-10-2012-1043

BE IT RESOLVED by the Jefferson County Commission that the Department of Community & Economic Development is authorized to transfer Forty Five Thousand & 00/100 Dollars (\$45,000.00) from the 2009 Volunteer Housing Project to the 2009 Emergency Housing Project Housing budget.

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

Dec-10-2012-1044

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Murphree Road Improvements Project (CDBG10-03K-U04-MRI), such bids having been opened on October 17, 2012, and listed as follows:

Contractor	Base Bid	Notation	Total Bid
Southeastern Seal coating Inc.,	\$164,991.05		\$164,991.05

WHEREAS, after tabulation by the Mott Hatch MacDonald and consideration by the Jefferson County Office of Community & Economic Development, it has been recommended that the contract be awarded to the lowest responsible bidder Southeastern Seal coating Inc., for the base bid amount of \$164,991.05, and a total bid amount of \$164,991.05.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, and be hereby is authorized, empowered and directed to award and execute an agreement for the construction of the Murphree Road Improvements to Southeastern Seal coating Inc., for the bid amount of \$164,991.05, and a total amount of One Hundred Sixty Four Thousand Nine Hundred and Ninety One and 05/100 Dollars (\$164,991.05). This project will be funded with federal Community Development Block Grant Funds. This project is from the Program Year 2010.

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

Dec-10-2012-1045

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: November 9, 2012
 Purpose: Payment to Gloria Nelson for acquired Roadway and Utility Easement
 0.004 acres, more or less-(site address)- 1809 Etowah Circle, Project No. STPBH-7229(602) - Tract No. 17
 Agent: Rick Turner
 Price: \$500.00
 Pay to the order of: Gloria Nelson
 Mailing Address: 1809 Etowah Circle
 Birmingham, AL 35217

Fund #4022000000, Bus. Area 5100 - Object 514100 - Fund Center - 5100000000 - Functional Area THRO - WBS C.931.R.
 Check Delivery Code 84

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

Dec-10-2012-1046

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. Wane Sullivan, P.E. Director/County Engineer
 Department: Roads & Transportation
 Date: November 20, 2012
 Purpose: Payment of Storm Water Fees and Taxes for the Department of Roads and Transportation and the Department of Environmental Services - December 2012

2012 Storm Water Fees and Taxes \$2,468.60

Rds. and Transportation - General Services - (Separate Check)

Fund	Bus Area	GL	Cost/Fund	Functional Area
1013000000	5300	515710	5300000000	THRO

2012 Storm Water Fees and Taxes \$5,591.40

Environmental Services - (Separate Check)

Fund	Bus. Area	GL	Cost/Fund	Functional Area
7034000000	7100	515710	7100000000	ESSA

Amount: \$8,060.00 - Total to be paid on separate checks as referenced

Pay to the Order of: J. T. Smallwood, Tax Collector
 Courthouse

Room 160

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

Communication was read from Roads & Transportation recommended the following;

1. Charter Communications to install 1,117' of cable at 6050 and 6035 Lakeside Drive in Mt. Olive.
2. Charter Communications to install 3,094' of cable at the 5700 block of Acorn Lane and 1400 block of Acorn Way in Mt. Olive.
3. Fultondale Gas to install 5,254' of 4" gas main on Rosemary Road and 2,162' of 2" gas main on Wooddale Drive in Mt. Olive.
4. Trussville Utilities Board to install 460' of 6" and 160' of 8" water main at North Chalkville Road, Oak Street, Pine Street, and Rockridge Avenue.

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

Dec-10-2012-1047

A RESOLUTION RETIRING ONE COUNTY UNIT
AND PLACING ONE RETIRED COUNTY UNIT BACK INTO SERVICE

WHEREAS, the County Fleet Manager has determined that A973229 be retired due to unrepairable wreck damage, and
NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following retired vehicle AQ25301 be placed back into service, replacing the above referenced vehicle.

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, Brown and Carrington.

Dec-10-2012-1048

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Deed of Exchange of a certain Sanitary Sewer Easement as deeded to Jefferson County and as recorded in Deed Book 200803, Page 14354 in the Office of the Judge of Probate, Jefferson County, Alabama for the correct easement location as indicated in the Deed of Exchange.

RIGHT-OF-WAY DEED (SEWER)

TRUSSVILLE INDUSTRIAL PARK-PH3 CONTRACT 1

Deed of Exchange

THIS INSTRUMENT PREPARED BY:

STATE OF ALABAMA)

Hatch Mott MacDonald

2320 Highland Ave. S. Suite 175

JEFFERSON COUNTY)

Birmingham, Alabama 35205

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum One and no/100's Dollars (\$1.00) cash in hand paid by Jefferson County, the receipt whereof is hereby acknowledged, we, The City of Trussville, a municipal Corporation do hereby grant, bargain, sell and convey unto the said Jefferson County, its successors and assigns, a right-of-way and easement for sanitary sewer purposes, including the installation and maintenance of sewer pipelines, underground and on the surface, and underground and surface support facilities, including stations, access points, stubouts and manholes, said right-of-way and easement being located in Jefferson County, Alabama and described as follows, to-wit:

"Deed of Exchange" for that certain deed as recorded in Deed Book 200803, page 14354 in the Office of the Judge of Probate of Jefferson County, Alabama, as follows:

Sanitary Sewer Line S-1:

A twenty-foot wide easement, situated in the Northwest 1/4 of the Southwest 1/4 of Section 17, Township 16 South, Range 1 East and also in the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 16 South, Range 1 East, being 10 feet each side of, parallel with, and abutting the following described centerline:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 16 South, Range 1 East, Jefferson County, Alabama, said point being a 3-inch capped pipe, and run West along the South line of said Section a distance of 277.24 feet to a point, being an existing rebar and cap, and being the Southeast corner of the Jefferson County Sanitary Sewage Pumping Station; thence deflect an angle to the right of 90°44'25" and run in a Northerly direction a distance of 240.00 feet to a point, being an existing rebar and cap, and being the Northeast corner of said Jefferson County Sanitary Sewage Pumping Station; thence deflect an angle to the left of 90°44'25" and run in a Westerly direction along the Northerly line of said Pumping Station property a distance of 98.24 feet to a point; thence deflect an angle to the right of 92°16'35" and run in a Northeasterly direction a distance of 5.44 feet to the POINT OF BEGINNING of the herein described easement centerline; thence continue along the last described course in a Northeasterly direction a distance of 10.00 feet to the center of an existing sanitary manhole; thence deflect an angle to the right of 35°26'23" and run in a Northeasterly direction a distance of 14.34 feet to a point, being the center of Sanitary Manhole Number 1, Line S-1; thence deflect an angle to the right of 66°13' 37" and run in a Southeasterly direction a distance of 57.83 feet to a point, being the center of Sanitary Manhole Number 2; thence deflect an angle to the right of 50°22'23" and run in a Southeasterly direction a distance of 202.47 feet to a point, being the center of Sanitary Manhole Number 3; thence deflect an angle to the left of 53°05' 19" and run in a Southeasterly direction a distance of 112.66 feet to a point being the center of Sanitary Manhole Number 4; thence deflect an angle to the left of 12°00'57" and run in a Northeasterly direction a distance of 242.53 feet to a point being the center of Sanitary Manhole Number 5; thence deflect an angle to the left of 6° 33' 08" and run in a Northeasterly direction a distance of 221.85 feet to a point being the center of Sanitary Manhole Number 6; thence deflect an angle to the left of 9°45' 51" and run in a Northeasterly direction a distance of 185.90 feet to a point being the center of Sanitary Manhole Number 7; thence deflect an angle to the left of 5°13'57" and run in a Northeasterly direction a distance of 180.54 feet to a point being the center of Sanitary Manhole Number 8; thence deflect an angle to the left of 14°53'50" and run in a Northeasterly direction a distance of 139.24 feet to the ENDPOINT of the herein described easement said point being a point 10 feet beyond the center of Sanitary Manhole Number 9. This description is based upon a boundary survey dated June 14, 1997 prepared by Thomas H. Gachet PE/PLS for Paragon Engineering, Inc., Birmingham, Alabama, and an As-Built Location Survey dated April 7, 2009, revised date March 19,2012 and prepared by A. Frazier Christy, PE/PLS for Hatch Mott MacDonald of Birmingham, Alabama.

For the consideration aforesaid, the undersigned, The City of Trussville, a municipal corporation does grant, bargain, sell and convey unto Jefferson County the right and privilege of a perpetual use of said lands for public purpose, together with all rights and privileges necessary or convenient for the full 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 (except fencing) or the placement of spoil or fill dirt and/or heavy equipment or heavy objects on, over, across or upon said area herein conveyed without the written permission of the Jefferson County Commission or its authorized agent.

The undersigned, covenants with said Jefferson County that it is seized in fee-simple of said premises and has 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 the title to the aforegranted strip of ground from and against the lawful claims of all persons whomsoever.

In consideration of the above conveyance Jefferson County, does hereby remise, release, quit claim, and convey to The City of Trussville, a municipal Corporation all rights, title, interest, and claim in or to the following described real estate, to-wit:

Sanitary Sewer Line S-1:

A twenty-foot wide easement, situated in the Northwest 1/4 of the Southwest 1/4 of Section 17, Township 16 South, Range 1 East and also in the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 16 South, Range 1 East, being 10 feet each side of, parallel with, and abutting the following described centerline:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 16 South, Range 1 East, Jefferson County, Alabama, said point being a 3-inch capped pipe, and run West along the South line of said Section a distance of 277.24 feet to a point, being an existing rebar and cap, and being the Southeast corner of the Jefferson County Sanitary Sewage Pumping Station; thence deflect an angle to the right of 90°44'25" and run in a Northerly direction a distance of 240.00 feet to a point, being an existing rebar and cap, and being the Northeast corner of said Jefferson County Sanitary Sewage Pumping Station; thence deflect an angle to the left of 90°44'25" and run in a Westerly direction along the Northerly line of said Pumping Station property a distance of 98.24 feet to a point; thence deflect an angle to the right of 92°16'35" and run in a Northeasterly direction a distance of 5.44 feet to the POINT OF BEGINNING of the herein described easement centerline; thence continue along the last described course in a Northeasterly direction a distance of 10.00 feet to the center of an existing sanitary manhole; thence deflect an angle to the right of 33°58'21" and run in a Northeasterly direction a distance of 14.79

feet to a point, being the center of proposed new Sanitary Manhole Number 1; thence deflect an angle to the right of 68°14' 34" and run in a Southeasterly direction a distance of 54.15 feet to a point, being the center of proposed new Sanitary Manhole Number 2; thence deflect an angle to the right of 48°32' 30" and run in a Southeasterly direction a distance of 203.15 feet to a point, being the center of proposed new Sanitary Manhole Number 3; thence deflect an angle to the left of 51°24' 26" and run in a Southeasterly direction a distance of 113.19 feet to a point being the center of proposed new Sanitary Manhole Number 4; thence deflect an angle to the left of 13°01'10" and run in a Northeasterly direction a distance of 241.29 feet to a point being the center of proposed new Sanitary Manhole Number 5; thence deflect an angle to the left of 6° 29' 41" and run in a Northeasterly direction a distance of 212.61 feet to a point being the center of proposed new Sanitary Manhole Number 6; thence deflect an angle to the left of 7°40' 39" and run in a Northeasterly direction a distance of 194.88 feet to a point being the center of proposed new Sanitary Manhole Number 7; thence deflect an angle to the left of 6°40'32" and run in a Northeasterly direction a distance of 178.87 feet to a point being the center of proposed new Sanitary Manhole Number 8; thence deflect an angle to the left of 15°28'28" and run in a Northeasterly direction a distance of 140.71 feet to the ENDPOINT of the herein described easement said point being a point 10 feet beyond the center of proposed new Sanitary Manhole Number 9. This description is based upon an Boundary and Location Survey dated June 14, 1997 and prepared Thomas H. Gachet PE &LS for Paragon Engineering, Inc of Birmingham Alabama.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals, all on this _____ day of _____, 20_____.

Attest:

JEFFERSON COUNTY, ALABAMA
W.D. Carrington, President
Jefferson County Commission
Eugene A. Melton, Mayor
City of Trussville

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

Dec-10-2012-1049

WHEREAS, Jefferson County, Alabama has received a Notification of Grant Award (NGA) from the Alabama Department of Senior Services in the amount of \$18,385; and

WHEREAS, the grant funds will provide funding to supplement the salaries of the Information & Referral worker for FY2012-2013.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Statement of Grant Award with the Alabama Department of Senior Services and to accept grant funds in the amount of \$18,385.

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

Dec-10-2012-1050

WHEREAS, Jefferson County, Alabama has received a Notification of Grant Award (NGA) from the Alabama Department of Senior Services in the amount of \$99,955; and

WHEREAS, the grant funds will provide funding for the salary & benefits of two full-time Ombudsman for FY2012-2013.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Statement of Grant Award and Grant Agreement between Jefferson County, Alabama, through the Office of Senior Citizen Services and the Alabama Department Senior Services and to accept grant funds in the amount of \$99,955.

Grant Agreement Between Alabama Department of Senior Services State Ombudsman's Office Area Agency on Aging

This Grant Agreement is entered into by and between the Alabama Department of Senior Services, hereinafter referred to as "ADSS" and the Office of Senior Citizens Services, hereinafter referred to as "Grantee" for the Long Term Care Ombudsman CMP Medicaid Program.

PURPOSE: To utilize Medicaid Civil Penalty (CMP) funds for expansion of the Ombudsman Program following all Centers for Medicaid/Medicare/Services (CMS) and Alabama Medicaid Agency (AMA) guidance for use of these funds. CMS guidelines for CMP require that activities benefit residents in nursing homes. These activities include: information and assistance, planning and training, planning and ombudsman involvement as it relates to closure and relocation of residents, resident and family councils, other consumer involvement

activities, assuring quality care, facility improvement initiatives, training to benefit the quality of life and care of nursing home residents, technical assistance to facilities implementing quality assurance programs and Special Focus Facilities.

GRANTEE RESPONSIBILITIES:

The grantee will employ the equivalent of one (1) full-time employee to serve as lead local ombudsman and will provide backup ombudsman at all normal working hours to provide coverage during absence of lead ombudsman. All employees acting in capacity of ombudsmen must complete training and be certified by the State Long Term Care Ombudsman. These employees and their supervisors must be free of any conflicts of interest.

The grantee will provide information and assistance to individuals by the Ombudsman staff and other agency staff trained to provide information on Long Term Care and Medicaid Eligibility. The grantee will require a log of all I&A calls. The grantee will respond to a request for I&A during the same day whenever possible, and in all cases, within two (2) working days. Adequate staff and telephone coverage must be available to assure prompt responses and confidential access to an ombudsman must be available for individuals seeking assistance.

The grantee will require Ombudsman staff to provide a minimum of one (1) community outreach education activity per month on topics such as Medicaid eligibility, abuse, neglect, financial exploitation, residents' rights, volunteer recruitment for nursing home friendly visitors, and other topics to improve the quality of life for nursing home residents. Outreach can be providing information to community groups, media interviews, exhibits, etc.

The CMP Ombudsman will be a partner in the CMS initiative to Reduce Avoidable Hospital Admissions among Nursing Home Residents, an Alabama partnership to advance excellence and enhance care coordination in nursing homes. The goal of this partnership is to reduce avoidable hospitalizations. The key requirements of the Long-Term Care Ombudsman Program will be to partner with eligible nursing facilities, in addition to its required Title III Ombudsman services, to provide and document through the CMP on-site training to staff and caregivers on such issues as benefits counseling, resident and family rights, abuse, neglect and exploitation, and community services and supports for individuals exploring possible return to the community. The LTCO will be considered a key partner in advocating for resident and family empowerment. The LTCO will act as liaison with other AAA/ADRC staff to assist with project functions within the normal scope of the ADRC and the CDSMP programs.

The grantee will provide a minimum of three (3) nursing home in-services per quarter by the Ombudsman staff in Year 2013.

The grantee will provide a minimum of one (1) visit per quarter to each nursing home within the Planning & Service Area in Year 2013.

The grantee will work in collaboration with other LTC systems change initiatives to include, but not limit, ADRC "No Wrong Door", Title III Caregiver Program, Money Follows the Person and the evidenced based Chronic Disease Self-Management Program, Living Well Alabama.

The grantee will continue to develop relationships through the Ombudsman program with other programs and agencies with resources, services and interests which could benefit residents and/or the Ombudsman program.

The grantee will continue to develop the volunteer program through the Ombudsman to increase the number of volunteers who provide friendly visits, community outreach, issues advocate, pen pal, etc. in the nursing homes.

The grantee will abide by any guidance received from the State Ombudsman and the attached Scope of Services (Exhibit 1):

TERM OF GRANT AGREEMENT: The performance of this Grant Agreement shall cover the period October 1, 2012 to September 30, 2013. Funding is for this period only and may be revised for year 3 of the three year Medicaid Contract for CMP Funds ending in September 2014. This Grant Agreement is conditional upon the availability of funds. Should funds become unavailable during the term of the Grant Agreement, the Grant Agreement shall terminate upon notice by ADSS.

1. AAA acknowledges and understands that this agreement is not effective until it has received all required state government approvals. The AAA has fifteen (15) days to sign and submit this contract. Without a signed contract the AAA is entitled to no compensation for work performed after the start of this contract period.
2. AAA is in agreement to perform duties and produce outcomes as outlined in scope of services or annual operating element.
3. AAA agrees to participate in all training.
4. AAA agrees to provide all reporting accurately and meet all deadlines.

PAYMENT: Funds for this Grant Agreement shall not exceed \$99,955. Funds will be used for the purpose of this Grant Agreement only and shall be paid upon submission of a cash draw down form.

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

REPORTING: The grantee agrees to meet all program reporting requirements and deadlines as set out by the State Ombudsman. Reporting will be accurate and true. Numbers will be reported in SISR by the 10th of the month following the end of the monthly reporting period; however, quarterly written reports will be submitted to the State Ombudsman on the 10th of the month following the end of the quarter. Keep records of receipts, disbursement of funds, and expenditures and submit reports under terms set out by ADSS Fiscal Division.

All fiscal reports must meet deadlines. Grantees not providing accurate and timely reports may be subject to loss of funding. ADSS will monitor quarterly expenditure reports. Reports not reflecting expenditure of funds each quarter will be cause for an administrative review. Continued accumulation of unspent funds may result in the reallocation of funding prior to year end.

RECORDS RETENTION: The grantee will maintain completed records for five (5) years, plus the current year, to substantiate services performed pursuant to this Grant Agreement. Records must be kept safe and secure and destroyed or archived appropriately to protect confidentiality.

NOT TO CONSTITUTE A DEBT OF THE STATE: It is agreed by both parties that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26. It is further agreed that if any provision or amendment, either now in effect or which may, during the course of this Grant Agreement, be enacted, then that conflicting provision of the Grant Agreement shall be deemed null and void. The Grant Agreement's sole remedy for the settlement of any and all disputes arising under the terms of this Grant Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

ACCESS TO RECORDS: The Commissioner of ADSS, the Chief of Examiner of Public Accounts, or any of their duly authorized representatives shall have access to any pertinent books, documents, papers, and records relevant to this Grant Agreement to make audits, financial reviews, examinations, excerpts, and transcripts. Pertinent records are those dealing with all financial and other records pursuant to this Grant Agreement:

AMENDMENTS: Either party may, from time to time, request amendments to various provisions of this Grant Agreement. Such amendments, which are mutually agreed upon by both parties, must be incorporated as written amendments to this Grant Agreement and approved by both parties prior to implementation.

TERMINATION: Either party may terminate this Grant Agreement at any time by giving written notice of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination,

CONTRACT ASSURANCES: The Grantee agrees to abide by the attached Contract Assurances (Exhibit II)

IMMIGRATION LAW COMPLIANCE: The Grantee hereby certifies compliance with the requirements of §31-13-9(a) and (b), Code of Alabama 1975, as amended and has provided proper documentation to ADSS. (Exhibits on file in the Minute Clerk's office)

ALABAMA DEPARTMENT OF SENIOR SERVICES

Neal G. Morrison, Commissioner

Todd Russell

(for Legal Compliance/Form)

OFFICE OF SENIOR CITIZENS SERVICES

Barbara Shores, Executive Director

Jefferson County Commission

W.D. Carrington, President

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

Dec-10-2012-1051

WHEREAS, on October 9, 2012, the Jefferson County Commission accepted grant funds, from Senior Service America, Inc., in the amount of \$174,840.00 (\$154,579 federal funds/\$20,261 non-federal) at Minute Book: 163 - Pg: 611 for the training and education of 75 senior workers for re-entry into the job market for the period through September 30, 2012; and

WHEREAS, Senior Service America has amended the grant agreement to extend the term of agreement to June 30, 2013 and to increase grant funding to \$524,146 (\$463,406 federal funds/\$60,740 non-federal match).

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the amended agreement between Jefferson County, Alabama through the Office of Senior Citizen Service and Senior Service America, Inc. and to accept grant funds in the amount of \$524,146.

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

Dec-10-2012-1052

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Gloria Turner in the amount of Six Hundred Eighteen and 90/100 (\$618.90) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Gloria Turner .in the amount of \$618.90 and forward it to the County Attorney for disbursement.

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

Dec-10-2012-1053

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Barbara Pharris in the amount of One Thousand Tow Hundred Ninety Eight and 80/100 (\$1,298.80) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Barbara Pharris in the amount of \$1,298.80 and forward it to the County Attorney for disbursement.

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

Dec-10-2012-1054

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Catherine Dixon is hereby denied.

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

Dec-10-2012-1055

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reimbursement of prepaid room and board claim of Alfred M. Davis on behalf of Herbert L. Davis, in the amount of Two Thousand Five Hundred Twenty Five and 25/100 (\$2,525.25) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Alfred M. Davis in the amount of \$2,525.25 and forward it to the County Attorney for disbursement.

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

Dec-10-2012-1056

WHEREAS, the Jefferson County Personnel Board has re-graded the classification of Waste Water Treatment Plant Operator 1; and
WHEREAS, as a result of said re-grade some employees in the classification of Waste Water Treatment Plant Operator I are currently at salaries that exceed the new range of pay; and

WHEREAS, under the circumstances the Personnel Board authorizes a jurisdiction to redline salaries in the effected classification.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following persons, if approved by the Personnel Board, shall have their pay redlined:

<u>Employee Name</u>	<u>Class Step</u>	<u>Class Grade</u>	<u>Hourly Rate of Pay</u>
Brown, Ellis Genon	8	12	\$17.46

Graham Jr., Elton L.	8	12	\$17.46
Jones, Karon L.	8	12	\$17.46
Miles, Andre R.	8	12	\$17.46
Rockett III, John C.	8	12	\$17.46
Minniefield, Ernest	8	12	\$17.46
Reid, Terne J.	8	12	\$18.34
Coe, William T.	8	12	\$19.26
Frederick, Keith Alan	8	12	\$19.26
Harper, Earl	8	12	\$19.26
Hill, James D.	8	12	\$19.26
McIntosh, Enrico C.	8	12	\$19.26
Payne, Gerry E.	8	12	\$19.26
Carter, Douglas J.	8	12	\$19.26
McClain Jr., Herman	8	12	\$19.26
Mims Jr., Percy	8	12	\$19.26
Shears, Samuel	8	12	\$19.26
Johnson, Ronald	8	12	\$20.22
Lawler Sr., Eric T.	8	12	\$20.22
Williamson, James E.	8	12	\$20.22
Bauer, James M.	8	12	\$20.22
Glass, Malcolm	8	12	\$20.22
Goodson Jr., John R.	8	12	\$20.22
Hall, Richard B.	8	12	\$20.22
Hall, Richard L.	8	12	\$20.22
Harmon Jr., Willie G.	8	12	\$20.22
Hill, Robert J.	8	12	\$20.22
Huey, Natalie	8	12	\$20.22
Hughes, Joshua W.	8	12	\$20.22
Human, Ametra Nygren	8	12	\$20.22
Kelly, Donald H.	8	12	\$20.22
Leroy, Vincent F.	8	12	\$20.22
Light, Daniel J. W.	8	12	\$20.22
McClain, Willie K.	8	12	\$20.22
McDonough, Johnny L.	8	12	\$20.22
Rice, Harold L.	8	12	\$20.22
Sanders, William Ellis	8	12	\$20.22
Sexton, Mary B.	8	12	\$20.22
Sirns, Jason	8	12	\$20.22
Smitherman, James T.	8	12	\$20.22
Thomas, Emma J.	8	12	\$20.22
Weldon, Eugene	8	12	\$20.22
Wilder, Sherri C.	8	12	\$20.22

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

Dec-10-2012-1057

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment Two to the agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Hospital and AmSol, LLC to provide anesthesiologist and certified registered anesthetists services for the period November 1, 2012 - January 31, 2013 in the amount of \$480,000.

AGREEMENT AMENDMENT TWO

This Amendment Two ("Amendment") is made and entered into by and between the Jefferson County Commission, Alabama d/b/a Cooper Green Mercy Hospital, located in the City of Birmingham, Alabama ("Hospital"), and AmSol, LLC, a North Carolina limited liability company ("Contractor") to confirm extension of the Anesthesia Services Agreement ("Agreement") between the Parties approved by the Jefferson County Commission on February 14, 2012, and Amendment One to the Agreement dated July 13, 2012, for anesthesia services rendered on and after September 30, 2011.

WITNESSETH:

WHEREAS, the Jefferson County Commission desires to formally confirm extension of the Agreement and Amendment One through January 31, 2013, as provided in Section 9.1 of the Agreement, and;

WHEREAS, the Contractor also desires to confirm the extension of the Agreement.

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

The Agreement between the parties entered on the 14th day of February, 2012, which was approved by the Jefferson County Commission on February 14, 2012, and recorded in Minute Book 162, Pages 599-607, and Amendment One dated July 13, 2012, and approved by the

Jefferson County Commission on July 31, 2012, and recorded in Minute Book 163, Page 404, are hereby amended and confirmed as follows:

1. Contract is extended for the period commencing October 1, 2012, through January 31, 2013.
2. Parties agree that the monthly amount due is One Hundred Sixty Thousand and no/100 (\$160,000.00) Dollars by the first (1st) of each month.
3. Contractor agrees that the term of this contract may be changed should in-patient services at Cooper Green Mercy Hospital be terminated prior to January 31, 2013, and the compensation payment revised in accordance with services actually provided.
4. The County agrees to provide immediate written notice to Contractor should in-patient services be terminated prior to January 31, 2013.

Jefferson County Commission
W. D. Carrington, President

Cooper Green Mercy Hospital
Sandra Hullett, MD
CEO/Medical Director

AMSOL, LLC
A. Dale Hillard, CPA
Senior Vice President/CFO

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened Tuesday, December 18, 2012 at 2:00 p.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

The President stated that the next order of business was to hear a presentation by CH2M Hill on projected operating expenses and future capital requirements of the Jefferson County sewer system.

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, December 20, 2012.

President

ATTEST

Minute Clerk