

STATE OF ALABAMA)

JEFFERSON COUNTY) August 17, 2010

The Commission met in regular session at the Birmingham Courthouse, Bettye Fine Collins, President, presiding and the following members present:

District 1 George F. Bowman

District 2 Shelia Smoot

District 3 Bobby Humphries

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the Minutes of August 10, 2010, be approved. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphries.

STAFF DEVELOPMENT

Multiple Staff Development

Land Planning & Development - 5 participants

| | | |
|-------------------|--|----------|
| Frank Humber | Birmingham, Alabama | \$117.00 |
| Philip Richardson | Green Building Focus Conference & Expo - Registration only | \$117.00 |
| Bill Mullins | August 24 - 27, 2010 | \$117.00 |
| Evan Williams | | \$117.00 |
| A. C. Alrey | | \$117.00 |

Sheriff's Office - 2 participants

| | | |
|----------------|----------------------|------------|
| James Perry | Louisville, Kentucky | \$1,691.25 |
| Anthony Pippen | NASRO Conference | \$1,691.25 |
| | August 1-6, 2010 | |

Individual Staff Development

| | | | |
|------------------|---------------|--|----------|
| Beth Cardwell | Family Court | Clanton, Alabama | \$10.00 |
| | | Promoting Healing and Prevention Seminar | |
| Travis A. Hulsey | Revenue | Guntersville, Alabama | \$484.23 |
| | | Government Finance Officers Assn. of Alabama | |
| | | Summer Conference | |
| | | August 18-20, 2010 | |
| Bobby Black | Roads & Trans | Birmingham, Alabama | \$600.00 |
| | | Alabama Concrete Industries Assn. ACI/CT Certification Class | |
| | | July 6-9, 2010 | |

Motion was made by Commissioner Bowman seconded by Commissioner Humphries that the Staff Development be approved. Voting "Aye" Bowman, Humphries, Carns, Collins and Smoot.

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.

RECOMMENDED THAT THE ENCUMBRANCE JOURNAL BE APPROVED (THIS REGISTER IS ON FILE IN THE PURCHASING DEPARTMENT)

1. COOPER GREEN MERCY HOSPITAL (PHARMACIES) FROM VOICE TECH, VENICE, FL, FOR ANNUAL SOFTWARE LICENSE AND SUPPORT FEE FOR PHARMACY INTERACTIVE VOICE RESPONSE SYSTEM FOR SIX (6) PHARMACY LOCATIONS FOR THE PERIOD OF 3/15/10 TO 3/31/11. REFERENCE TAG # 1000125709/1 \$7,450.00 TOTAL
2. EMERGENCY MANAGEMENT AGENCY (EMA) FROM ALLCOM WIRELESS, INCORPORATED, BIRMINGHAM, AL, FOR DSL INFRASTRUCTURE FOR REYTHEON INTEROP SIFTS, SPARE AND PROFESSIONAL INSTALLATION.

SAP PURCHASE ORDER # 2000046169 \$5,375.00 TOTAL

3. COOPER GREEN MERCY HOSPITAL (LAB) FROM ALERE NORTH AMERICA, BOSTON, MA, TO PAY PAST DUE INVOICES FOR BNP SUPPLIES FOR BIOSITE TRIAGE METERS. SAP PURCHASE ORDER # 2000037916
\$18,000.00 TOTAL

4. COOPER GREEN MERCY HOSPITAL (DATA PROCESSING) FROM MEDICAL INFORMATION TECHNOLOGY, CHICAGO, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO COVER INVOICES FOR INTERFACE SUPPORT FOR MEDITECH HOSPITAL INFORMATION SYSTEM.. SAP PURCHASE ORDER # 2000040027
\$12,000.00 TOTAL

5. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM ERGON, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PLANT MIX ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/09 TO 9/30/10. SAP PURCHASE ORDER # 2000036250 \$30,000.00 TOTAL REFERENCE BID # 277-07

6. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM VULCAN MATERIALS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR GRAVEL AND STONE ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/09 TO 9/30/10. \$24,000.00 TOTAL REFERENCE BID # 93-08

7. ROADS AND TRANSPORTATION BESSEMER FROM AAA ENVIRONMENTAL SERVICE, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR RENTAL OF PORTABLE TOILET.
SAP PURCHASE ORDER # 2000035892 \$137.00 TOTAL

Motion was made by Commissioner Smoot seconded by Commissioner Bowman that the Purchasing Minutes be approved. Voting "Aye" Smoot, Bowman, Carns, Collins and Humphries.

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
8/17/2010

| Profit Center | Vendor # | Name | Text | Business Area | Amount | DocNo |
|---------------|----------|------------------------|--|--------------------------------|-----------|------------|
| DISTRICT 1 | 1000193 | JEFFERSON CO TREASURER | UNIFORMS FOR DEPUTY CORONER | CORONER/MEDICAL EXAMINER | 53.90 | 1900042238 |
| DISTRICT 1 | 1005354 | DEBORAH ANDREWS | REIMBURSEMENT INSURANCE | CGH: ADMINISTRATION | 103.25 | 1900037934 |
| DISTRICT 1 | 1026211 | PATRICIA WALKER FOR | RESIDENT REFUND | CO HOME: BUSINESS OFFICE | 358.67 | 1900042630 |
| DISTRICT 1 | 1026212 | MARY BRASHER | FOR RESIDENT REFUND | CO HOME: BUSINESS OFFICE | 1,540.63 | 1900042628 |
| *DISTRICT 1 | | | | | 2,056.45 | |
| DISTRICT 2 | 1000193 | JEFFERSON CO TREASURER | OFFICE SUPPLIES | LAND DEVELOPMENT | 69.96 | 1900042652 |
| DISTRICT 2 | 1003377 | ACCA DISTRICT MEETINGS | NACO BREAKFAST | COMMISSIONER, DISTRICT 2 | 25.00 | 1900042847 |
| *DISTRICT 2 | | | | | 94.96 | |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | BPW MEMBERSHIP DUES 2010-2011 | COMMISSIONER, DISTRICT 3 | 50.00 | 1900042244 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | TRAVEL REIMBURSEMENT | R&T: ADMINISTRATION | 33.90 | 1900042466 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | HOSE; CDL RENEWAL | R&T: HIGHWAY MAINT-KETONA | 67.25 | 1900042623 |
| DISTRICT 3 | 1000193 | JEFFERSON CO TREASURER | FENCE SUPPLIES | R&T: BRIDGE MAINT/CONSTR | 143.60 | 1900042644 |
| DISTRICT 3 | 1023150 | JONES & BERRY PC | J&B TRUST ACCT TR60 ROW ACQ MORGAN ROAD | R&T: ADMINISTRATION | 22,000.00 | 1900042254 |
| DISTRICT 3 | 1023150 | JONES & BERRY PC | J&B TRUST ACCT TR 71 ROW ACQ MORGAN ROAD | R&T: ADMINISTRATION | 625.00 | 1900042264 |
| DISTRICT 3 | 1024053 | SARAH CHRISTINE GANEY | TR68.0010 GRAHAM RELO MOVE COST MORGAN RD | R&T: ADMINISTRATION | 3,287.79 | 1900042446 |
| *DISTRICT 3 | | | | | 26,207.54 | |
| DISTRICT 4 | 1000193 | JEFFERSON CO TREASURER | REIMB DOROTHEA RUTLEDGE MILEAGE | HUMAN RESOURCES ADMIN | 26.16 | 1900042632 |
| DISTRICT 4 | 1000193 | JEFFERSON CO TREASURER | MILEAGE REIMBURSEMENT | GEN SVCS: ADMIN | 9.68 | 1900042608 |
| DISTRICT 4 | 1000193 | JEFFERSON CO TREASURER | UPS CHARGE | GEN SVCS COMMUNICATIONS | 21.04 | 1900042607 |
| DISTRICT 4 | 1000193 | JEFFERSON CO TREASURER | STAMPS | GEN SVCS: ADMINISTRATION | 64.68 | 1900042711 |
| DISTRICT 4 | 1000193 | JEFFERSON CO TREASURER | PLAQUE FOR GEORGE BOWMAN | GEN SVCS: ADMINISTRATION | 65.00 | 1900042636 |
| DISTRICT 4 | 1000193 | JEFFERSON CO TREASURER | FOOD; OFFICE SUPPLIES | YOUTH DETENTION: SUPPORT SVCS | 136.98 | 1900042648 |
| DISTRICT 4 | 1002876 | ANNE-MARIE ADAMS | COMPENSATION FOR ELECTIONS MGR 7/13/10 | GEN SVCS: ELECTIONS | 8,400.00 | 1900042854 |
| DISTRICT 4 | 1026239 | PEG INC | PROFESSIONAL SERVICES | GEN SVCS: ADMINISTRATION | 552.50 | 1900042821 |
| *DISTRICT 4 | | | | | 9,276.04 | |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | STRAINERS | ES: CONSTRUCT SEWER LINE | 117.12 | 1900042586 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | UPS BATTERIES FOR AERATION BASINS | ES: INSTRUMENT SHOP | 30.48 | 1900042574 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | GENDER CHANGER | ES: INSTRUMENT SHOP | 9.30 | 1900042626 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | PARTS; GASKETS | ES: PACKAGE WWTP & PUMP STATIO | 186.77 | 1900042722 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | BATTERIES; STARTER COILS | ES: PACKAGE WWTP & PUMP STATIO | 485.13 | 1900042610 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | BUSHES | ES: CONSTRUCT SEWER LINE | 110.00 | 1900042612 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | PURCHASED CLEANING SUPPLIES | ES: LEEDS WWTP | 6.00 | 1900042702 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | RADIO BATTERIES; WIRE; VACUUM | ES: VALLEY CREEK WWTP | 499.23 | 1900042633 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | FIRST AID SUPPLIES; SHOP VAC; WEEDEATER CORD | ES: VILLAGE CREEK WWTP | 486.16 | 1900042622 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | CASES OF HOT HANDS | ES: PACKAGE WWTP & PUMP STATIO | 266.92 | 1900042799 |
| DISTRICT 5 | 1000193 | JEFFERSON CO TREASURER | KEYS COPIED; RADIO REPAIR; FIREHOSE | ES: VALLEY CREEK WWTP | 481.75 | 1900042790 |
| *DISTRICT 5 | | | | | 2,678.86 | |
| JOINT RESPON | 1000193 | JEFFERSON CO TREASURER | RECORDED LEVIES IN PROBATE COURT | SHERIFF ENFORCE-BIRMINGHAM | 70.00 | 1900042600 |
| JOINT RESPON | 1000194 | GENERAL RETIREMENT SYS | JOHN LEON JR. - MILITARY CONVERSION | SHERIFF ENFORCE-BIRMINGHAM | 1,109.28 | 1900042617 |
| JOINT RESPON | 1000194 | GENERAL RETIREMENT SYS | RYAN HOLLEY - MILITARY CONVERSION | SHER CORRECT-BIRMINGHAM | 1,420.80 | 1900042618 |
| JOINT RESPON | 1000194 | GENERAL RETIREMENT SYS | CHAD KING - MILITARY CONVERSION | SHER CORRECT-BIRMINGHAM | 1,491.64 | 1900042619 |
| JOINT RESPON | 1026221 | MARYBETH BURDELAK | ASSESSORREIM_BURDELAK_JUNE2010GRADASSMNT | PER BD: TESTING | 160.53 | 1900042788 |
| JOINT RESPON | 1026222 | MAPLE CHEN | ASSESSORREIM_CHEN_JUNE2010GRADASSMNT | PER BD: TESTING | 145.25 | 1900042797 |
| JOINT RESPON | 1026224 | ANDREW DECESARE | ASSESSORREIM_DECESARE_JUNE2010GRADASSMNT | PER BD: TESTING | 175.00 | 1900042798 |
| JOINT RESPON | 1026225 | ERIC KUO | ASSESSORREIM_KUO_JUNE2010GRADASSMNT | PER BD: TESTING | 125.00 | 1900042792 |
| JOINT RESPON | 1026226 | STACEY SMIEL | ASSESSORREIM_SMIEL_JUNE2010GRADASSMNT | PER BD: TESTING | 175.00 | 1900042789 |
| JOINT RESPON | 1026228 | ALTHEA TRUMAN | ASSESSORREIM_TRUMAN_JUNE2010GRADASSMNT | PER BD: TESTING | 125.00 | 1900042791 |
| JOINT RESPON | 1026229 | ACHOR UJARI | ASSESSORREIM_UJARI_JUNE2010GRADASSMNT | PER BD: TESTING | 125.00 | 1900042794 |
| JOINT RESPON | 1026230 | ALLEN WATSON | ASSESSORREIM_WATSON_JUNE2010GRADASSMNT | PER BD: TESTING | 321.83 | 1900042795 |
| JOINT RESPON | 1026231 | IZABELA WIDLAK | ASSESSORREIM_WIDLAK_JUNE2010GRADASSMNT | PER BD: TESTING | 173.00 | 1900042796 |
| JOINT RESPON | 1026241 | ALTINASE THOMAS | ASSESSORREIM_THOMAS_JUNE2010GRADASSMNT | PER BD: TESTING | 125.00 | 1900042813 |
| JOINT RESPON | 1026242 | JOSEF ALBRIGHT | ASSESSORREIM_ALBRIGHT_JUNE2010GRADASSMNT | PER BD: TESTING | 74.33 | 1900042814 |
| JOINT RESPON | 1026227 | JILLIAN STEVENS | ASSESSORREIM_STEVENS_JUNE2010GRADASSMNT | PER BD: TESTING | 125.00 | 1900042793 |
| *JOINT RESPON | | | | | 5,941.66 | |
| ** | | | | | 46,255.51 | |

Motion was made by Commissioner Bowman seconded by Commissioner Smoot that the Unusual Demands be approved. Voting "Aye" Bowman, Smoot, Carns, Collins and Humphries.

REQUEST FOR CERTIFICATION

Tax Collector - Southern Satellite

Accounting Assistant I

Office of Senior Citizens Services

Coordinator Senior Citizen Services

Roads & Transportation - Highway Engineering & Construction - Bridge Maint & Construction

Skilled Laborer

Public Works Coordinator

Laborer III

Roads & Transportation - Hwy Maint. - Bessemer

Herbicide Applicator

Truck Driver

Heavy Equipment Operator

Asst. Hwy Maint/Const Supt

Laborer II - 2 positions

Roads & Transportation - Hwy Maint. - Ketona

Skilled Laborer

Laborer II - 3 positions

Laborer III

Environmental Services - Village Creek WWTP

Wastewater Treatment Plant Shift Supervisor

Jefferson Rehabilitation & Health Center - Environmental Services

Housekeeping Assistant - 3 positions

Cooper Green Mercy Hospital - Palliative Care Unit

Medical Clerk

Cooper Green Mercy Hospital - Medical/Surgical

Flex Staff Nurse

Cooper Green Mercy Hospital - CCU - 7 South

Medical Clerk

Cooper Green Mercy Hospital - Newborn Nursery High Risk

Flexipool Staff Nurse

Cooper Green Mercy Hospital - Labor/Delivery

Staff Registered Nurse - 2 positions

Charge Nurse

Flexipool Staff Nurse

Cooper Green Mercy Hospital - Charge Nurse

Cooper Green Mercy Hospital - Laboratory

Medical Laboratory Technician - 2 positions

Cooper Green Mercy Hospital - Physical Therapy

Occupational Therapist

Physical Therapy Assistant

Cooper Green Mercy Hospital - Dietary

Administrative Assistant I

Cooper Green Mercy Hospital - Housekeeping

Housekeeping Supervisor

Motion was made by Commissioner Humphries seconded by Commissioner Carns, that the Request for Certification be approved.

Voting "Aye" Humphries, Carns, Bowman, Collins and Smoot.

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Cooper Green Mercy Hospital \$11,995

Add an Occupational Therapist (Gr. 28) and delete a Health Services Administrator (Gr. 26). Annual difference \$5,907. No Additional Funds Required.

B. OTHER BUDGET TRANSACTIONS

2. General Services \$8,150

Shift funds and add purchasing memorandum to purchase a Kubota mower. No Additional Funds Required.

3. Information Technology \$297,132

Shift funds and add purchasing memorandum to purchase an IBM server, IBM tape library and brocade SAN fabric switch. No Additional Funds Required.

C. FOR INFORMATION ONLY

Shift funds and add purchasing memorandum to purchase a new server, tape drive, virus protection software and backup de-duplication software. No Additional Funds Required.

Motion was made by Commissioner Bowman seconded by Commissioner Smoot that the Budget Amendments be approved. Voting "Aye" Bowman, Smoot, Carns, Collins and Humphryes.

Aug-17-2010-751

WHEREAS, the Jefferson County Commission has been designated by the State of Alabama as a recipient for Emergency Shelter Grant Program funds; and

WHEREAS, the Emergency Shelter Grant Program does allow entitlement local governments to contract with nonprofit homeless agencies for the implementation of the program, in providing assistance to homeless individuals and families; and

WHEREAS, the Jefferson County Commission desires to enter into a contract agreement with First Light (SESG10-05-03T-FLT/ESG-10-016) for an amount not to exceed \$25,000.00; and

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to execute a State Emergency Shelter Grant Program agreement between Jefferson County, Alabama and First Light. The cost will be paid with State funds.

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman, Collins and Smoot.

Aug-17-2010-752

WHEREAS, the Jefferson County Commission has been designated by the State of Alabama as a recipient for Emergency Shelter Grant Program funds; and

WHEREAS, the Emergency Shelter Grant Program does allow entitlement local governments to contract with nonprofit homeless agencies for the implementation of the program, in providing assistance to homeless individuals and families; and

WHEREAS, the Jefferson County Commission desires to enter into a contract agreement with Aletheia House (SESG10-03T-ALE/ESG-10-016) for an amount not to exceed \$30,000.00; and

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to execute a State Emergency Shelter Grant Program agreement between Jefferson County, Alabama and Aletheia House. The cost will be paid with State funds.

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman, Collins and Smoot.

Aug-17-2010-753

WHEREAS, the Jefferson County Commission has been designated by the State of Alabama as a recipient for Emergency Shelter Grant Program funds; and

WHEREAS, the Emergency Shelter Grant Program does allow entitlement local governments to contract with nonprofit homeless agencies for the implementation of the program, in providing assistance to homeless individuals and families; and

WHEREAS, the Jefferson County Commission desires to enter into a contract agreement with AIDS Alabama, Inc. (SESG10-05-03T-AIDS/ESG-10-016) for an amount not to exceed \$50,000.00; and

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to execute a State Emergency Shelter Grant Program agreement between Jefferson County, Alabama and AIDS Alabama, Inc. The cost will be paid with State funds.

Motion was made by Commissioner Humphries seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphries, Carns, Bowman, Collins and Smoot.

Aug-17-2010-754

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

WHEREAS, Jefferson County authorized in its year 2009 Annual Plan the use of a portion of its annual grant for Housing Rehabilitation Activities pursuant to 24 CFR 570 of the CDBG regulations; and

WHEREAS, said Annual Plan authorizes the funding of the Emergency Home Repair Grant Program initiatives allowable as part of its Housing Rehabilitation Activities; and

WHEREAS, Vista Roofing and Restoration was selected through the competitive bid process to provide roofing replacement in support of Jefferson County's Emergency Home Repair Programs.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Agreement between Jefferson County and Vista Roofing and Restoration in the amount of \$150,000.00, to be paid for with CDBG funds, is hereby approved and the Commission President is authorized to sign said Agreement.

Motion was made by Commissioner Humphries seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphries, Carns, Bowman, Collins and Smoot.

Aug-17-2010-755

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and RX Advantage, Inc. to provide drugs and supplies as required for patients at Jefferson Rehabilitation and Health Center beginning August 1, 2010 in the amount of \$377,000.

CONTRACT ID: 000819

RX ADVANTAGE PHARMACY SERVICES AGREEMENT

THIS AGREEMENT entered into this 1st day of June, 2010, by and between Jefferson County, Alabama, hereinafter called "The County", and Rx Advantage, Inc. located at 7101 Hwy 90, Suite 300, Daphne, Alabama 36526 hereinafter called "the Contractor". The effective date of this agreement shall be August 1, 2010.

WHEREAS, the County desires to contract for pharmacy services for the Jefferson Rehabilitation and Health Center, hereinafter called "The Facility".

WHEREAS, the Contractor desires to furnish said pharmacy 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 SERVICE:** This Contract and all 4 Addendums results from Jefferson County's Request for Prices No. 66-10, dated of

which the terms are included herein by reference. The Contractor shall perform all necessary pharmacy services provided under this Contract as required by the County. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following: SPECIFICATIONS: (Attachments on file in the Minute Clerk's office)

- Offeror will be required to carry a full line of pharmaceuticals, including unit dose and injectable drugs and maintain a 100% service level.
- The Offeror is requested to make a proposal to the Facility for Pharmaceutical Services. (See Attachment I. Jefferson Rehabilitation & Health Care, Patients/Residents Statistics) Although the facility currently uses a Single Card Dosage System; this should not preclude the Vendor from proposing viable alternatives for the Facility to consider. The Offeror should include in its proposal a detailed description for each proposed solution or alternative including equipment description, ordering processes, forms utilized, back up systems, delivery times, etc. The Offeror may propose one or more solutions to providing pharmaceutical services to the facility. Any proposed solution by the Offeror shall describe in detail how the Offeror will make available to Facility the following services:
- Provide drugs and supplies as required for patients and the facility in accordance with state and federal laws and regulations, Jefferson County Commission policies and procedures, and community standards of practice.
- Label all medications according to state and federal laws
- Propose to the Facility a solution to providing routine and timely pharmacy service which shall include a minimum: coverage for five (5) days per week and emergency pharmacy service twenty four (24) hours per day, seven (7) days per week. In the event that a drug order is needed prior to vendor's routine delivery, the pharmacy supplier arranges for another supplier in the locale of the Facility to provide such service. Medication provided by vendor through other suppliers will be delivered within a maximum response time of two hours. All ordering and billing for medication provided by other suppliers will be handled by the primary vendor.
- Offeror shall stock and maintain emergency kits at the Facility's premises for use on order of a physician vendor until used for a resident. Any medications or other supplies used for a resident shall be billed in accordance with the billing procedures agreed to by both parties.
- Offeror shall stock and maintain a "Stat Box, Documed or similar system" at the premises of facility. The contents shall be determined by the Medical Director and the Director of Nursing Services and shall remain the property of vendor until used for a resident. Any such medications and other supplies used for a resident shall be billed in accordance with the billing procedures agreed to by both parties.
- Maintain drug profiles on all patients that include all drugs dispensed and facility-furnished information on the resident's age, condition, and drug allergies. Offeror will review these profiles prior to dispensing each new prescription to assist in preventing adverse drug reactions.
- Provide utilization reports and drug profiles to the facility upon request.
- Provide drug information and consultation to licensed nursing staff related to dispensing formulary, and drug utilization.
- Attempt to secure coverage for non-covered (non-formulary) medications ordered for residents eligible for drug-related benefits under Medicaid or other third-party provider programs.
- Offeror shall provide and maintain all equipment (treatment carts, medication, etc.) and supplies necessary for proper functioning of the system proposed. The Offeror's proposal shall include sufficient description of all equipment including name, stock number and literature. All equipment provided and/or installed by Offeror must be new equipment.
- At the facility's written request, Offeror will assist in the accounting, destruction, and reconciliation of unused non-controlled substances as required by State and Federal law.
- Offeror shall provide at no cost and at minimum quarterly programs for professional staff of the facility that would enhance the effectiveness of the pharmaceutical service; said in-service education to be conducted by vendor or its designees.
- Offeror shall develop in conjunction with the facility a LTCF Pharmacy policy and procedure manual at no additional cost. The Offeror will provide ten (10) copies at no charge to the facility. The policy and procedure manuals will be updated, as needed by Offeror.
- Offeror will provide orientation session periodically to new employees, as needed and requested by the facility at no additional cost.
- Offeror will describe in detail its quality assurance or continuous quality improvement program including the facility's involvement. The Offeror will describe how the Offeror proposes to provide therapeutic studies, as needed and requested by the Facility.
- Offeror will provide medication profiles, including behavioral management information, for facilities patient care planning conference.
- Offeror will monthly provide drug pass observation and report finding to the Director of Nursing. The drug pass observation

will be exactly as those required by the state in a survey.

- Offeror will conduct semiannually a mock survey for the pharmaceutical services.
- Offeror will describe forms that will be used, how forms are to be generated, costs of forms and frequency of use, etc. At a minimum, the Offeror will describe how the following will be provided:

1. Physician Order Forms, Medication Administration Records, Activities of Daily Living, Treatment Records and Behavior Monitoring Sheets, Antipsychotic Monitoring Sheets, New Order Change Order Forms, ER/Stat Box Requisition Forms, Medication Reorder Forms, Medication Delivery Sheets, Medication Destruction Records, and Controlled Substance Inventory Records.

2. Describe how special nurse management reports will be provided that are utilized in tracking and monitoring systems and information. (Side Effects, Lab, Diet, Restraint, Treatment, Therapy, Antibiotic, and Psychoactive Reports)

3. In-servicing for the nursing staff will be provided as necessary to assure proper use of the forms. Offeror will provide orientation sessions periodically to new employees as needed and requested by facility at no additional charge.

4. Describe timeline for forms to be delivered to Jefferson County Facility

- Offeror will describe in detail the order system to be utilized by the Facility; how training for the system will be provided; equipment needed and provided by successful Offeror to facilitate order entry by utilizing a drug scanner.
- If the successful Offeror cannot supply the item ordered an equivalent product will be supplied by the vendor at the contract price. The substituted item must be approved by the pharmacy as an acceptable substitute. Facility should also have access to any Generic Pricing Program offered by the supplier to other accounts.
- The facility contracts with various hospice services. Pharmaceutical Services for Hospice patients are provided by Birmingham Area Hospice through a pharmacy of their choice.

3. **NONDISCRIMINATION:** The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. It is hereby agreed by and between the parties hereto, pursuant to Section 601, Title Six of the Civil Rights Act of 1964, that neither party shall in the performance of its obligations under this contract discriminate against any person on the basis of race, color, religion, natural origin, sex, or age.

4. **NON-RECRUITMENT/ NON-SOLICITATION OF EMPLOYEES:** PHARMACY and FACILITY recognize and acknowledge that employees who are engaged in Pharmacy services, billing and electronic data processing activities possess special, unique and extraordinary technical talents which are in great demand in the present economy and further recognize and acknowledge that each party incurred substantial expense in recruiting and training such employees that would incur even greater expense if required to replace any such employee. Therefore, both parties agree not to recruit, either directly or indirectly, nor to hire an employee of the other party during the term of this Agreement and one (1) year after without the other party's written consent will result in damages for which the violating party shall pay the non-violating party the greater of the annual salary of the employee or the amount of twenty five thousand dollars (\$25,000.00). PHARMACY and FACILITY may waive its rights set forth in the paragraph, in any specific instance, provided the waiving party gives written notice thereof to the other party.

5. **RECORDS ANALYSIS:** Notwithstanding the foregoing, FACILITY agrees that the PHARMACY may use the data provided to the PHARMACY by the FACILITY for non-patient specific statistical analysis that does not identify to any other entity specific patient information or the identity of any patient, provider or payor and that does not identify FACILITY as the source of such data. PHARMACY may use such non-confidential information without restriction for purposes such as the development and /or marketing of a bench-marking database to compare utilization patterns in pharmacy. Such information may contain generic demographic data regarding patients, providers, claims and utilization data. PHARMACY may obtain this data from FACILITY'S library by periodically replicating data elements to a data warehouse

6. **INITIAL AND RENEWAL TERMS:** The term of this agreement will commence on August 1, 2010 and continue through and include July 31, 2011, ("initial term"). RFP will become effective upon bid award (or within 30 days of award notification, approval of the County Commission). The County, in its sole discretion, has the option to extend the contract on the same terms and conditions applicable during the initial term, for up to two (2) consecutive, additional one-year periods.

7. FINANCIAL

7.1 **Billing:** The PHARMACY will perform all billing and collection for Products provided to private pay residents and residents whose Products will be reimbursed by a third party payor (e.g., contractual private insurance, Medicare Part D or Medicaid), except for any Products provided to residents with respect to whom the applicable third-party payor pays FACILITY an amount intended to cover the cost of such Product ("Capitated Residents"), which amounts PHARMACY shall bill to FACILITY itself, in accordance with applicable laws and regulations. The PHARMACY will bill for such items at rates established in accordance with the following fee for service schedule. FACILITY shall assist PHARMACY in collecting from residents whose third-party insurance is not honored by PHARMACY, payment for PHARMACY's charges for Products provided to such residents.

The FACILITY shall be responsible for goods and services provided to the patient population of the FACILITY which are not covered by a third party as described above in section (3)(a) will be assessed a fee based upon the following fee for service structure.

1. Brand Name Medications: AWP15% + \$5.40 dispensing fee
2. Generic Medications: AWP30% + \$5.40 dispensing fee
3. OTC Medications Cost + 25%

7.2 Invoices: The PHARMACY will submit an itemized monthly invoice to the FACILITY for goods and services provided under this Agreement to the FACILITY itself or to Capitated Residents (including Medicare Part A residents under PPS). The FACILITY will remit payment in full within thirty (30) days of the billing date of the PHARMACY's invoice. Payments will be applied to interest and late charge penalties first and then any remainder will be applied to the principal sum. In the event the FACILITY fails to pay any invoice when due, the PHARMACY, at its option upon ten (10) days prior written notice to the FACILITY, shall have the right to: (a) declare all of the PHARMACY's outstanding invoices to the FACILITY immediately due and payable in full, and (b) require the FACILITY to pay on a COD basis for all Products delivered to the FACILITY until all of the PHARMACY's invoices to the FACILITY are current according to their respective terms.

The FACILITY will notify the PHARMACY within 30 days of the billing date of the PHARMACY's invoice indicating any amounts in dispute. In the event of any dispute arising from any claim or bill submitted by the PHARMACY, the PHARMACY will have access to all reasonable and necessary documents and records that would, in the discretion of the PHARMACY, tend to sustain its claim. Further, where the FACILITY is an intermediary in the processing of claims, the FACILITY will promptly furnish the PHARMACY any information regarding the status of the claim and will grant to any fiscal agency involved the right to discuss the status of the claim with the PHARMACY.

7.3 Termination for Default: If either party defaults in the performance of its obligations of this agreement and such default is not cured within sixty (60) days of the receipt of written notice (or ten [10] days in the case of an obligation to pay money), then the nondefaulting party will have the right in addition to any other rights it may have, by further written notice to terminate this agreement on any future date not less than ten (10) days from the date of such further notice; and provided that no notice of termination from the Facility will be valid unless it is current in its payment to the PHARMACY.

7.4 Termination By Either Party: PHARMACY and FACILITY agree that either party may terminate this Agreement at any time by providing the other party a thirty (30) day written notice under the following specific conditions only.

A. This Contract may be suspended or terminated by the County upon at least thirty (30) day written notice should the Contractor fail to perform in accordance with the terms of this Contract. Prior to termination, the County will provide adequate written notice to the Contractor affording it the opportunity to cure the deficiencies or to submit a specific plan to resolve the efficiencies within thirty (30) days after receipt of notice.

B. In the event of suspension or termination not the fault of the Contractor, the Contractor shall be compensated for all eligible expenditures to the date of suspension or termination, less any payment of reimbursement already made. There will be no payment on account of loss of anticipated profit or revenues or other economic loss arising out of such termination.

C. The FACILITY may terminate this Agreement immediately upon written notice to the PHARMACY in the event any one of the following occurs:

1. PHARMACY's licenses, DEA registration or other governmental approval necessary for its operation is revoked, terminated, not renewed or otherwise ended.
2. PHARMACY's Medicare or Medicaid certification is revoked, terminated, not renewed or otherwise ended.
3. PHARMACY ceases to maintain the liability insurance coverage required under Paragraph 9 of this Agreement.

7.5 Obligations Upon Expiration or Facility Termination: Upon expiration or sooner termination of this Agreement, the Facility, will return to the PHARMACY, in good working condition, all of the PHARMACY's equipment, formulary documents, policies and procedures, manuals, forms and any other documents, information, etc. belonging to the PHARMACY. The Parties acknowledge that such documents contain proprietary and/or trade secret information and the FACILITY will not reproduce or permit the reproduction of the PHARMACY's documents, policies and procedures manuals and forms, nor circulate such to any individual or entity. Termination of this agreement shall not relieve either party from liability for any breach of this agreement occurring prior to the effectiveness of such termination.

8. INDEPENDENT CONTRACTOR: PHARMACY and FACILITY hereby acknowledge that PHARMACY is an independent contractor and it, its agent, or employees shall not hold itself/themselves to be employees of the FACILITY, nor is this Agreement intended, nor shall it be construed, to allow FACILITY to exercise dominion, supervision or control over the manner or method by which PHARMACY, its agents, or employees perform the services which are the subject of this Agreement, or to allow PHARMACY to exercise dominion, supervision or control over FACILITY, its agents, or employees.

8.1 PHARMACY and FACILITY each shall be liable for its own debts, obligations, acts and omissions.

8.2 PHARMACY shall be liable for the payment of all required withholding, social security and other taxes or benefits on behalf of its agents and employees. FACILITY shall not withhold on behalf of PHARMACY, its agents, or employees, any sums for income tax, employment insurance, social security or other withholding or benefits pursuant to any law or regulation of any governmental body; PHARMACY shall indemnify and hold harmless FACILITY from any liability arising from PHARMACY's failure to make such payments or withholding.

8.3 PHARMACY shall promptly notify FACILITY in the event the Internal Revenue Service or any other governmental agency shall question or challenge the independent contractor status of PHARMACY. Each party shall bear its respective costs in the event of such inquiry.

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

10. PAYMENT TERMS: Except as otherwise provided in this Agreement, County shall pay Contractor for services rendered within thirty (30) days of receipt of an invoice from Contractor for such services. If County fails to make payment for services within thirty (30) days of receipt of invoice, Contractor may refuse to provide additional services or terminate Agreement upon thirty (30) days written notice to County, which notice may be sent by Contractor at such time as past payment becomes past due. County shall send all payments for services to Contractor at the address listed below:

RX ADVANTAGE, INC.
7101 HIGHWAY 90, SUITE 300
DAPHNE, AL 36526

11. 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, 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 in the Circuit Court of Jefferson County Alabama, Birmingham Division.

12. 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.

13. SEVERABILITY: If any term or provision of this Agreement is held invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each term and provision of this Agreement will be valid and enforceable to the full extent permitted by law, unless doing so will materially alter the relative benefits and burdens the parties bargained for herein.

14. NON-RECRUITMENT/ NON-SOLICITATION OF EMPLOYEES: PHARMACY and FACILITY recognize and acknowledge that employees who are engaged in Pharmacy services, billing and electronic data processing activities possess special, unique and extraordinary technical talents which are in great demand in the present economy and further recognize and acknowledge that each party incurred substantial expense in recruiting and training such employees that would incur even greater expense if required to replace any such employee. Therefore, both parties agree not to recruit, either directly or indirectly, nor to hire an employee of the other party during the term of this Agreement and one (1) year after without the other party's written consent will result in damages for which the violating party shall pay the non-violating party the greater of the annual salary of the employee or the amount of twenty-five thousand dollars (\$25,000.00). PHARMACY and FACILITY may waive its rights set forth in the paragraph, in any specific instance, provided the waiving party gives written notice thereof to the other party.

15. RECORDS ANALYSIS: Notwithstanding the foregoing, FACILITY agrees that the PHARMACY may use the data provided to the PHARMACY by the FACILITY for non-patient specific statistical analysis that does not identify to any other entity specific patient information or the identity of any patient, provider or payor and that does not identify FACILITY as the source of such data. PHARMACY may use such non-confidential information without restriction for purposes such as the development and /or marketing of a bench-marking database to compare utilization patterns in pharmacy. Such information may contain generic demographic data regarding patients, providers, claims and utilization data. PHARMACY may obtain this data from FACILITY'S library by periodically replicating data elements to a data warehouse.

16. EXCLUSIVITY: The parties hereby acknowledge that the pricing and terms of this Agreement have been based in part on FACILITY's engagement of PHARMACY to handle all of its existing and future billing pharmacy requirements. As such, FACILITY hereby grants to PHARMACY the exclusive right to provide all pharmacy services identified within the Agreement that may be required by FACILITY during the term of this agreement. In interpreting this paragraph, the date that professional services are rendered by FACILITY (or its employees, contractors, agents) shall determine whether PHARMACY has the exclusive right set forth above and not the date which PHARMACY receives the records and documentation necessary to perform its services. Accordingly, FACILITY hereby covenants and agrees to provide and/or make available to PHARMACY all information, records, and/or documents for all services rendered prior to the actual day on which this Agreement expires or terminates.

17. FORCE MAJEURE: PHARMACY shall be excused from performance under this Agreement for any period PHARMACY is prevented from performing any services pursuant hereto, in whole or in part, as a result of an "Act of God," war, civil disturbance, court order, labor dispute, third party telecommunications failure or other cause beyond its reasonable control, and such non performance shall not be

grounds for termination for default.

18. **INVOICING AND PAYMENT:** PHARMACY will render invoices for its services monthly and payment to PHARMACY for services and equipment shall be due upon FACILITY receipt of the invoice. Payment must be received by PHARMACY within thirty (30) days following the invoice date in order to avoid a 1.5% per month late charge on the unpaid balance. FACILITY will be offered, by PHARMACY, discount pricing at 3% net 30.

19. **PRICE ADJUSTMENTS:** PHARMACY may change prices for products and services provided by a supplier other than PHARMACY without notice to FACILITY. PHARMACY may increase other prices charged to FACILITY with a ninety (90) day written notice provided that any prepaid contracted services are not affected thereby and that any such increase will not exceed on a cumulative basis the greater of ten (10) percent annually or the annual increases in the preceding calendar years' Consumer Price Index (CPI).

20. **REMEDIES UPON DEFAULT OF PAYMENT:** If at any point FACILITY's unpaid account balance is overdue by sixty (60) days or more, PHARMACY has the right to interrupt all services until such time as the unpaid and overdue balance, including late charges, is paid in full. PHARMACY shall notify FACILITY of its overdue payment status at any time FACILITY's account shall become overdue by fortyfive (45) days or more. PHARMACY, at its sole discretion, may elect to provide for an alternative payment schedule to prevent FACILITY from losing services hereunder. FACILITY hereby agrees that it shall not have the right to withhold payment in response to any performance deficiency it believes may have occurred hereunder. Provided, however, that in the event FACILITY believes that PHARMACY's performance hereunder is in continued breach, then FACILITY shall have the right to remit all fees to an escrow agent until such time as all disputes hereunder have been resolved or the Parties otherwise agree to the release of said funds. FACILITY's selection of said escrow agent shall be subject to PHARMACY's consent, which shall not be reasonably withheld.

21. **ATTORNEY LEGAL FEES:** Except as otherwise specified in this Agreement, if any action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misinterpretation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to receive reimbursement for all legal expenses and other costs incurred in that action or proceeding.

22. **ENTIRE AGREEMENT:** This Agreement consists of this document and the Sections annexed in RFP #66-10 to or referenced in this document and it constitutes the entire agreement between the Parties. There are no understandings or agreements outside of this agreement and no change, waiver or discharge of obligations arising under this Agreement shall be valid unless in writing and executed by the Party against whom such change, waiver, or discharge is sought to be enforced. No waiver by any party of any default, breach, or violation of any term or provisions of this Agreement shall be deemed to be a waiver of any other breach, default, or violation of the same or any other term or provision contained herein,

23. **ACCESS TO RECORDS:** Pursuant to Paragraph 1395x(v)(I) of Title 42 of the United States Code, until the expiration of four (4) years after each provision of services under this agreement, the Pharmacy shall make available, upon written request of the Secretary of the United States Department of Health and Human Services or upon request to the Comptroller General of the United States General Accounting Office or any of their duly authorized representatives, a copy of this agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs incurred under this agreement.

24. **CONFIDENTIALITY AND DISCLOSURE OF PATIENT INFORMATION:** PHARMACY acknowledges that in the course of providing the services called for by this Agreement it may have access to confidential protected health information, as defined in 45 C.F.R. ' 164.501 (APHI@). As set forth in 45 C.F.R. 164.504(e), PHARMACY may use and/or disclose this PHI solely (i) for the purposes of providing the services called for by this Agreement, (ii) for the proper management and administration of PHARMACY, or (iii) to carry out the legal responsibilities of PHARMACY. If PHARMACY discloses this PHI to another person or entity, PHARMACY must (i) obtain reasonable assurances from such other person or entity that the PHI will be held confidentially and used or disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and (ii) require such other person or entity to notify PHARMACY of any instances of which it is aware in which the confidentiality of the PHI has been breached. PHARMACY will (a) not use or further disclose PHI other than as permitted by this Agreement or required by law; (b) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement; (c) promptly report to FACILITY any use or disclosure of PHI not provided for by this Agreement of which PHARMACY becomes aware; (d) indemnify and hold harmless FACILITY from all liabilities, costs or damages arising out of or in any manner connected with a disclosure by PHARMACY of any PHI other than as permitted by this Agreement; (e) make available PHI in accordance with 45 CFR' 164.524; (f) make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR' 164.526; (g) make available the information required to provide an accounting of disclosures in accordance with 45 CFR' 164.528; (h) make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by PHARMACY on behalf of, FACILITY available to the Secretary of Health and Human Services and FACILITY for purposes of determining compliance with 45 CFR " 164.500 .534; (i) ensure that any agents, including subcontractors, to whom PHARMACY provides PHI received from, or created or received by PHARMACY on behalf of, FACILITY agree to the same restrictions and conditions that apply to PHARMACY with respect to such PHI; and (j) upon termination of this Agreement, for whatever reason, return or destroy, if feasible, all PHI received from, or created or received by PHARMACY on behalf of, FACILITY that PHARMACY maintains in any form, and retain no copies of such PHI,

or if such return or destruction is not feasible, PHARMACY will extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible. Any breach of this section of the Agreement shall permit FACILITY to terminate this Agreement immediately, upon written notice to PHARMACY.

25. **CONFIDENTIAL INFORMATION:** PHARMACY and FACILITY recognize that, in connection with the performance of services and delivery of products hereunder, each may disclose ("Disclosing Party") to the other ("Receiving Party") certain of their respective confidential and proprietary information ("Confidential Information") which includes, without limitation, all business documents, manuals, materials, plans, pricing, methods, methodologies, business practices, reports, knowhow, proposals, financial data, apparatus, programs, software, protocols, or related information and all other information which the Disclosing Party designates orally or in writing as confidential or which the Receiving Party has reason to know is confidential or proprietary.

Receiving Party, for itself and for its agents, employees, representatives, contractors, subcontractors, successors and assigns (collectively, "Receiving Party Representatives"), agrees (i) to keep all Confidential Information confidential and in its or Receiving Party Representatives' possession and not to use or disclose any Confidential Information for any purpose other than the performance of this Agreement; (ii) to use commercially reasonable efforts to safeguard the confidentiality of, and to prevent any unauthorized access, disclosure and/or use of, any of the Confidential Information; (iii) to restrict access to Confidential

Information to those persons who are actively and directly participating in and who need to know such information in the performance of this Agreement; (iv) to cause any and all persons or entities who have access to Confidential Information by or through Receiving Party, including (without limitation) any Receiving Party Representatives, to observe and comply with the terms of this Agreement as if they were parties hereto; (v) not to use Confidential Information in any way that is detrimental to Disclosing Party, including, without limitation, to disclose Confidential Information to competitors of, or to compete with, directly or indirectly, Disclosing Party; and (vi) not to remove or modify any copyright notice and/or any indication of confidentiality set forth on or contained in any of the Confidential Information.

CONFIDENTIAL INFORMATION (Continued) Exceptions. Receiving Party shall not be obligated to maintain the confidentiality of Confidential Information (except to the extent it is PHI) that (i) becomes generally available to the public other than as a result of a disclosure by or through Receiving Party or any Receiving Party Representative, (ii) becomes available to the Receiving Party on a non-confidential basis from a source other than Disclosing Party, provided that such source is not prohibited from transmitting the information by a contractual, legal or fiduciary obligation, or (iii) was independently developed by or for Receiving Party without the use of Confidential Information and by personnel of Receiving Party who did not have access to Confidential Information.

Ownership of Confidential Information. Disclosing Party is and shall remain the sole owner of its Confidential Information and all data derived from it. Promptly after the termination of this Agreement, or at any time Disclosing Party requests, Receiving Party shall return to Disclosing Party, and/or delete and erase from Receiving Party's systems, all Confidential Information relating to this Agreement.

PHARMACY and FACILITY each recognizes that any violation of this Section by it may cause irreparable damage to the other, and agrees that upon a breach of the provisions of this Section or the threat thereof by either party, the other party shall be entitled to obtain an injunction, specific performance, or both, as well as any other equitable or legal remedy for such breach or threat, and the defense that a remedy in damages is adequate for such breach or threat is hereby waived.

In order to facilitate the performance of this Agreement and the activities contemplated hereunder, FACILITY may deem it necessary to disclose to PHARMACY certain proprietary and/or confidential information. As used herein, the term "proprietary and/or confidential information" shall mean all information of, or relating to the FACILITY that is not generally available or disclosed to the public, including but not limited to patient records, proprietary systems and methods for the delivery of services that may be amended, modified, improved or further developed.

PHARMACY acknowledges that all such information constitutes confidential and/or proprietary information of FACILITY and agrees to keep such information confidential in accordance with the terms of the Agreement and to the extent permitted by law.

26. **ASSIGNMENT:** Either party without the written consent of the other party may not assign this Agreement.

27. **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, subcontractor 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.

28. **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 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.

29. 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 Rehab & Health Center
200 N. Pine Hill Road
Birmingham, AL 35217
Attn: Sara Holloway, Business Manager
Joe Lewis, Materials Manager

Copy to: Rx Advantage, Inc.
7101 Hwy 90, Suite 300
Daphne, Alabama 36526
Attn: John D. McKay, President

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

Copy to: Purchasing Department
716 N Richard Arrington Jr. Blvd, Suite 830
Birmingham, AL 35203
Attn: Carmen Jones, Principal Buyer

30. 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.

31. INSURANCE:

The successful offeror will maintain such insurance as will 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 will 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 will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. Successful offeror is also required to include the RFP 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

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.

32. 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.

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

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

PHARMACY:

President - CEO

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collin

President, Commissioner

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman, Collins and Smoot.

Aug-17-2010-756

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute agreements between Jefferson County, Alabama and Samford University for Cooper Green Mercy Hospital to provide clinical education to Pharmacy students. This is a no cost agreement.

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman, Collins and Smoot.

Aug-17-2010-757

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Brick Sewer Replacement - 19th Court North, such certified bids having been open on Tuesday, July 13, 2010 and listed as follows:

| | Contractor | Amount Bid |
|----|--------------------------------|---------------------------|
| 1. | Bama Utility Contractors, Inc. | \$ 387,110.00 (Withdrawn) |
| 2. | Jordan Excavating, Inc. | \$ 393,916.00 |

- | | | |
|----|---|---------------|
| 3. | Russo Corporation | \$ 470,196.83 |
| 4. | Global Construction & Engineering, Inc. | \$ 479,531.00 |
| 5. | Baird Contracting Co., Inc. | \$ 527,957.00 |
| 6. | RaCon, Inc. | \$ 538,237.00 |

WHEREAS, after tabulation and certification by the Environmental Services staff, it has been recommended that the contract for the Brick Sewer Replacement - 19th Court North be awarded to Jordan Excavating, Inc., in the amount of \$393,916.00.

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

Motion was made by Commissioner Bowman seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Bowman, Smoot, Carns, Collins and Humphries.

Aug-17-2010-758

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Minnesota Avenue Sanitary Sewer Replacement, such certified bids having been open on Tuesday, July 27, 2010 and listed as follows:

| | Contractor | Amount Bid |
|----|---|---------------|
| 1. | Cherry Brothers, Inc. | \$ 615,111.71 |
| 2. | Global Construction & Engineering, Inc. | \$ 630,957.00 |
| 3. | Civil Contractors, LLC | \$ 647,355.70 |
| 4. | Russo Corporation | \$ 718,257.41 |
| 5. | Jordan Excavating, Inc. | \$ 735,155.00 |
| 6. | Baird Contracting Co., Inc. | \$ 773,904.00 |
| 7. | Jones Utility and Contracting Co., Inc. | \$ 790,550.00 |

WHEREAS, after tabulation and certification by the Environmental Services staff, it has been recommended that the contract for the Minnesota Avenue Sanitary Sewer Replacement be awarded to Cherry Brothers, Inc., in the amount of \$ 615,111.71.

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

Motion was made by Commissioner Bowman seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Bowman, Smoot, Carns, Collins and Humphries.

Aug-17-2010-759

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the 2010 Annual Collection System Rehabilitation, Contract 1, such certified bids having been open on Tuesday, July 27, 2010 and listed as follows:

| | Contractor | Amount Bid |
|----|-------------------------------|-----------------|
| 1. | Insituform Technologies, Inc. | \$ 978,343.75 |
| 2. | Suncoast Infrastructure, Inc. | \$ 1,150,704.50 |
| 3. | Reynolds Inliner, LLC | \$ 1,310,125.00 |

WHEREAS, after tabulation and certification by the Environmental Services staff, it has been recommended that the contract for the 2010 Annual Collection System Rehabilitation, Contract 1 be awarded to Insituform Technologies, Inc., in the amount of \$978,343.75.

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

Motion was made by Commissioner Bowman seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Bowman, Smoot, Carns, Collins and Humphries.

Aug-10-2010-760

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

DISPOSALS:

FAMILY COURT:

| | | |
|-------------|-------------------|-----------------------|
| 14000002363 | NOTEBOOK COMPUTER | WAREHOUSE FOR AUCTION |
| 14000002395 | NOTEBOOK COMPUTER | WAREHOUSE FOR AUCTION |

TRANSFERS:

COMMISSIONER BETTYE FINE COLLINS

| | | FROM: | TO: |
|-------------|--------------------------------|-------|------|
| 16000000287 | SEDAN 4DR IMPALA 07 (A076701) | 1004 | 2601 |
| 16000001384 | SEDAN 4 DR IMPALA 01 (A016701) | 1004 | 2601 |

FLEET:

| | | | |
|-------------|----------------------|------|------|
| 16000000254 | SEDAN 4DR CHARGER 07 | 2601 | 1004 |
|-------------|----------------------|------|------|

CORONER:

| | | | |
|-------------|---------------------------|------|------|
| 16000002252 | SEDAN 4DR CV 03 (A034102) | 4300 | 2601 |
|-------------|---------------------------|------|------|

BIO-SOLIDS:

| | | | |
|-------------|--------------------------|------|------|
| 16000001197 | TRUCKT3D WS 01 (E013204) | 7314 | 2601 |
|-------------|--------------------------|------|------|

INFORMATION TECHNOLOGY:

| | | | |
|-------------|---|------|------|
| 14000006792 | Dell Latitude D630 Laptop w/1908FP Monitor | 2210 | 1002 |
| 14000006793 | Dell Latitude D630 Laptop w/1908FP Monitor | 2210 | 1002 |
| 14000006794 | Dell Latitude D630 Laptop w/1 908FP Monitor | 2210 | 1002 |
| 14000006908 | DELL LATITUDE D630 LAPTOP COMPUTER | 2220 | 1002 |

DISPOSALS::

JEFFERSON REHABIBUSA 8306:

| | | |
|-------------|--------------------------|-----------------------|
| 14000001750 | EPSON PROJECTOR KIT 5350 | WAREHOUSE FOR AUCTION |
| 16000001316 | PRO CARE TRAINING SYSTEM | WAREHOUSE FOR AUCTION |

JEFFERSON REHAB/BUSA 8309:

| | | |
|-------------|------------------------------|-----------------------|
| 14000004897 | COPIER | WAREHOUSE FOR AUCTION |
| 14000004898 | COPIER | WAREHOUSE FOR AUCTION |
| 16000003313 | MEAL RETHERMALIZATION SYSTEM | SALVAGE |

JEFFERSON REHAB/BUSA 8313:

| | | |
|-------------|-------------------------|----------------------------|
| 14000004828 | TRANSCEIVER | OBSOLETE/NO LONGER IN DEPT |
| 14000004829 | TRANSCEIVER | OBSOLETE/NO LONGER IN DEPT |
| 14000006217 | VIDEO CASSETTE RECORDER | OBSOLETE/NO LONGER IN DEPT |
| 16000001072 | IMAGE CARD SYSTEM | OBSOLETE/NO LONGER IN DEPT |

JEFFERSON REHAB/BUSA 8314:

| | | |
|-------------|--------------------|-----------------------|
| 15000000889 | COUNTER SERVICES/S | WAREHOUSE FOR AUCTION |
| 15000000890 | TRAY WASHER 6LF | WAREHOUSE FOR AUCTION |
| 16000003429 | TOP BROILER 36 IN | WAREHOUSE FOR AUCTION |

TRANSFERS:

JEFFERSON REHAB/BUSA 8306:

| | | FROM: | TO: |
|-------------|-----------------------|-------|------|
| 14000001073 | Pill PROSIGNA CPU 550 | 8306 | 8304 |

JEFFERSON REHAB/BUSA 8309:

| | | | |
|-------------|-------------------------------|------|------|
| 16000003314 | WHIRLPOOL BATHING SYSTEM | 8309 | 8316 |
| 8000002339 | WHIRLPOOL BATH UNIT | 8309 | 8316 |
| 8000002340 | WHIRLPOOL BATH UNIT | 8309 | 8316 |
| 8000002341 | WHIRLPOOL BATH UNIT | 8309 | 8316 |
| 8000002342 | WHIRLPOOL BATH UNIT | 8309 | 8316 |
| 8000002343 | WHIRLPOOL BATH UNIT | 8309 | 8316 |
| 8000002344 | WHIRLPOOL BATH UNIT | 8309 | 8316 |
| 12000000227 | PATIENT LIFT | 8309 | 8316 |
| 16000003310 | PATIENT WEIGH SYS-SLING SCALE | 8309 | 8316 |

JEFFERSON REHAB/BUSA 8314:

| | | | |
|--------------|----------------------------|------|------|
| 160000001003 | 95 GOLF CART W/NEW BATTERY | 8314 | 8319 |
| 160000003589 | WHIRLPOOL BATHING SYSTEM | 8314 | 8316 |

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman, Collins and Smoot.

Communication was read from Roads & Transportation recommended the following;

1. AT&T to install 491' of buried cable and conduit along Pebble Creek Parkway in the Forestdale area.
2. Birmingham Water Works to install 3,540' of 8" pipe along Grist Mill Road between Sweeney Hollow Road and Tyler Loop Road in the Clay/Pinson area.

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the Utility Permits be approved. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphryes.

Aug-17-2010-761

A RESOLUTION AUTHORIZING AN INCREASE IN THE COUNTY FLEET BY PROVIDING ONE (1)

UNIT FOR USE BY THE ENVIRONMENTAL SERVICES DEPARTMENT(VILLAGE CREEK MAINTENANCE)

WHEREAS, the Jefferson County Commission supports the need for the Jefferson County Environmental Services Department within Jefferson County, and

WHEREAS, the Jefferson County Environmental Services Department is requesting that one (1) vehicle be used by the department.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the fleet of the Environmental Services Department be increased by the requested one unit and the Fleet Manager be and hereby is authorized to include this unit as part of that department's fleet.

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphryes.

Aug-17-2010-762

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: August 6, 2010
Purpose: Payment to Judge of Probate - Bessemer - Cost Bill
Case No. 44004 01 in the matter of CONDEMNATION
Jefferson. County v. James Hosey, et.al.
Tract No. 71 Project No. STPBH-7002(600) Morgan Road Widening
(Court Costs to Dismiss)
Price: \$168.00
Pay to the order of: Judge of Probate
Mailing Address: Probate Ct.
Bessemer, AL 35020

Fund #4022000000

Bus. Area #5100
GL Object #515710
Fund Center #5100000000
WBS #C.981.D
Functional Area: THR0
Check Delivery Code: 84

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphries.

Aug-17-2010-763

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: August 6, 2010
Purpose: Pay Verna L. Bullock Moving Cost Reimbursement for Tract 15.0010 (Owner) and Eligible incidental expenses for Project No. STPBH-7002(600)
Morgan Road Widening Project - 3033 Morgan Road, Bessemer Agent - Alan K. Dodd
Price: \$4,092.90
Pay to the order of: Verna L. Bullock
Mailing Address: 5976 Eastern Valley Road
McCalla, AL 35111

Fund # 4022000000
Bus. Area # 5100
GL Object -# 515710
Fund Center -# 5100000000
WBS #C.981.D
Functional Area THR0
Check Delivery Code #84

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphries.

Aug-17-2010-764

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Sales Agreement and Statements of Work with Dynamix Group, Inc. to purchase hardware, professional services, staff development and maintenance for the Data Center backup and recovery system project in the amount of \$297,728. No additional funds required.

Motion was made by Commissioner Humphries seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Humphries, Bowman, Carns, Collins and Smoot.

Aug-17-2010-765

WHEREAS, the Jefferson County Commission has become aware of the availability of Tiger II HUD grant funds for comprehensive

planning projects; and

WHEREAS, the existing comprehensive plan for the Shades Creek Watershed did not account for the Norfolk Southern intermodal facility or the warehouse development that property in the heart of that area has been annexed for; and

WHEREAS, the this development presents unique opportunities for economic development and challenges for providing for the protection existing development, and providing for appropriate supportive development; and,

WHEREAS, the cooperation and participation of the cities in this area, as well as that of many other agencies and organizations, will be critical to the success of such a planning effort, and for creating and maintaining the good balance the County needs for the future development of this area; and,

WHEREAS, the Regional Planning Commission of the Birmingham Area has offered to assist Jefferson County in this effort by co-applying for the above-referenced Tiger II grant money to fund this project, and by serving as a liaison involving the cities of Bessemer and Hoover as well as other agencies that will be important in assessing and addressing the long term impacts of the pending developments in this Watershed.

NOW, THEREFORE, BE IT RESOLVED that the County Commission hereby authorizes Commissioner Smoot and the Department of Land Planning & Development Services to prepare and file the application materials for the above-referenced grant, and to commit to the provision of the required matching funds in an amount not to exceed \$25,000.00; and the Commission further authorizes the Commission President to provide a letter stating same, on behalf of the entire Jefferson County Commission, for inclusion in the application package.

Motion was made by Commissioner Humphryes seconded by Commissioner Bowman that the above resolution be adopted. Voting “Aye” Humphryes, Bowman, Carns, Collins and Smoot.

Aug-17-2010-766

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute agreements between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and the following to provide funding for operations of Senior Citizen Centers for Fiscal Year 20109 - 2011 in the amount of \$10,000 each.

| | |
|----------------------|--|
| City of Adamsville | City of Warrior |
| City of Brighton | City of Vestavia |
| City of Center Point | First Presbyterian Church of Forestdale |
| City of Clay | Jefferson County Committee for Economic Opportunity - Hoopersville |
| City of Fairfield | Jefferson County Committee for Economic Opportunity - Midfield |
| City of Fultondale | Jefferson County Committee for Economic Opportunity - St. Joseph |
| City of Gardendale | New Hope Baptist Church - South Avondale |
| City of Graysville | New Hope Baptist Church - Ensley |
| City of Homewood | St. John Baptist Church - Dolomite |
| City of Hoover | Titusville Development Corporation |
| City of Hueytown | Town of Sylvan Springs |
| City of Tarrant | Western Area Family Branch YMCA |

Motion was made by Commissioner Humphryes seconded by Commissioner Bowman that the above resolution be adopted. Voting “Aye” Humphryes, Bowman, Carns, Collins and Smoot.

Aug-17-2010-767

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the Sponsor Agreement between Jefferson County, Alabama and Senior Service America, Inc. for the Senior Community Service Employment Program (SCSEP) to train and re-educate 102 seniors to enter the job market in the amount of \$950,846 (\$840,658-federal – \$110,188-local match).

Motion was made by Commissioner Humphryes seconded by Commissioner Bowman that the above resolution be adopted. Voting “Aye” Humphryes, Bowman, Carns, Collins and Smoot.

Aug-17-2010-768

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the official bond(s) of the following in the sum of \$2,000 each and that RLI Insurance Company, be and the same hereby is properly approved and that the President of this Commission be, and hereby is authorized, directed and empowered to note the approval of the County Commission of Jefferson County, Alabama upon said bonds.

Stanley Eugene Arrington

John William Bagents

Jonathan Neal Mitchell

There are three bonds for Deputy Sheriff (for Commission approval only)

Motion was made by Commissioner Bowman seconded by Commissioner Humphryes that the above resolution be adopted. Voting "Aye" Bowman, Humphryes, Carns, Collins and Smoot.

Aug-17-2010-769

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage and personal injury claim of Eloise Brown be denied.

Motion was made by Commissioner Bowman seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Bowman, Carns, Collins, Humphryes and Smoot.

Aug-17-2010-770

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and City of Pinson. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and City of Pinson (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County Commission recognizes that municipalities constitute a resource of the County that generates substantial social and healthful activity and improves and enhances the quality of life in Jefferson County; and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to assist in the development and promotion of said County resources.

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2010 upon completion and execution of this contract.
2. The County shall pay to the Contractee a lump sum payment of \$5,000 upon execution and execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide funds for HVAC repair work at City Hall.

ANY PASS-THROUGH FOR OTHER USE OR PURPOSE IS **PROHIBITED**.

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2010 whichever shall first occur.

5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.

6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope of Work of this agreement.

7. Contractee and the Contractee 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 Contractee 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.

8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee 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 this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

City of Pinson

Hoyt Sanders, Mayor

Motion was made by Commissioner Bowman seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Bowman, Carns, Collins Humphryes and Smoot.

Aug-17-2010-771

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and City of Pleasant Grove. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and City of Pleasant Grove (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County Commission recognizes that municipalities constitute a resource of the County that generates substantial social and healthful activity and improves and enhances the quality of life in Jefferson County; and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to assist in the development and promotion of said County resources.

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2010 upon completion and execution of this contract.
2. The County shall pay to the Contractee a lump sum payment of \$10,000 upon execution and execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide funds to upgrade the Community Center, Library and City Park.

ANY PASS-THROUGH FOR OTHER USE OR PURPOSE IS **PROHIBITED**.

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2010 whichever shall first occur.

5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.

6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid

by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope of Work of this agreement.

7. Contractee and the Contractee 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 Contractee 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.

8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee 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 this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

City of Pleasant Grove

Jerry W. Brasseale, Mayor

Motion was made by Commissioner Bowman seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Bowman, Carns, Collins Humphryes and Smoot.

Aug-17-2010-772

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and Town of Maytown. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Town of Maytown(hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County Commission recognizes that municipalities constitute a resource of the County that generates substantial social and healthful activity and improves and enhances the quality of life in Jefferson County; and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to assist in the development and promotion of said County resources.

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2010 upon completion and execution of this contract.
2. The County shall pay to the Contractee a lump sum payment of \$10,000 upon execution and execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide funds to upgrade their municipal park building for a kitchen and central heat and air.

ANY PASS-THROUGH FOR OTHER USE OR PURPOSE IS **PROHIBITED**.

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2010 whichever shall first occur.

5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years

from termination of the fiscal year set out above.

6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope of Work of this agreement.

7. Contractee and the Contractee 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 Contractee 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.

8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee 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 this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Town of Maytown

Ann H. Goolsby, Mayor

Motion was made by Commissioner Bowman seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Bowman, Carns, Collins Humphryes and Smoot.

Aug-17-2010-773

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the bid opening scheduled for 2:00 p.m. on August 17, 2010 , for the Bessemer Courthouse and Annex Renovations Project has been changed to 2:00 p.m. on August 24, 2010, in the Commission Chambers.

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Bowman, Collins and Smoot.

Aug-17-2010-774

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the lawsuit styled Jessica Edwards, et al. v. Jefferson County, Alabama, Civil Action No. 07-900873, pursuant to the following terms and conditions:

1. The sum of \$20,369,144.17, plus interest which has accrued since June 30, 2010, will be returned to the County.
2. The remaining \$30,000,000 in the escrow fund, less an amount of attorney fees and costs to be determined by the trial court, will be distributed to the taxpayers.
3. The County will not collect any retroactive tax imposed by Alabama Act 2009-811, attributable to the period January 12, 2009, through August 13, 2009.
4. The County will not oppose the class counsel's application for attorney fees and costs.
5. Class counsel will not seek attorney fees and costs from the County and, if the Court orders payment of attorney fees and costs

by the County, then the settlement agreement shall be null and void in its entirety.

6. The County has already paid into the escrow fund the sum of \$1,100,000 to cover the Special Master's fees and expenses in administering a refund. If the Special Master incurs less than \$1,100,000 in fees and expenses in administering the refund, the remaining balance will be returned to the County. If such fees and expenses exceed \$1,100,000 the County will pay the excess amount into the escrow fund, subject to the County's right to challenge the reasonableness of such fees and expenses.

Motion was made by Commissioner Humphries seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphries, Carns, Bowman, Collins and Smoot.

Commissioner Smoot requested that the following information be included in the August 17, 2010 Minutes.

From: Lembke, Matthew H. [mailto:mlembke@babc.com]
Sent: Fri 8/13/2010 5:45 PM
To: Sewell, Jeff
Cc: Darby, J. Patrick
Subject: Response to Commissioner Smoot's questions

Commissioner Smoot:

Here are the responses to the questions posed in your memo dated August 13:

What are the typical attorney fees and court costs in these types of cases?

Response: The typical attorney fees and costs in class cases vary according to the size of the fund. For a \$30 million fund, the range of attorney fees typically would be 20% to 40%. The court costs are not likely to be substantial here, probably less than \$100,000. The class will be notified of the plaintiff counsel's request for 35% and the class members will be given the opportunity to appear at a hearing to object. Judge Rains will decide the final amount of the fee award.

Who is responsible for selecting the Special Master?

Response: Judge Rains is responsible for selecting the Special Master, and he has already selected Birmingham attorney Ed Gentle. Mr. Gentle has a lot of experience in administering class settlements.

What is the process of selecting the Special Master?

Response: As noted above, Judge Rains has already selected Mr. Gentle, and Mr. Gentle has begun work.

Once the Special Master has been selected, does Jefferson County Commission approve the selection?

Response: No. The Commission has no ability to approve Judge Rains' selection.

How much will the distribution be per taxpayer?

Response: It will depend on how much each taxpayer paid in occupational tax. Each taxpayer will receive a pro rata share of the refund pool according to how much was paid in tax. The amount of the fund available for distribution will depend on the size of the fee award. If, for example, Judge Rains approved a fee of 25%, then every taxpayer would receive about 60 cents for every dollar he or she paid in tax.

Will the Commission be provided a report of the distribution breakdown prior to release of funds in escrow?

Response: No. The escrow fund is under the control of Judge Rains, and he will determine when the funds are released. The Commission no longer has any control over those funds.

What could cause fees and expenses for the Special Master to exceed 1.1 million to distribute the refund to taxpayers?

Response: When Mr. Gentle submitted a proposal to Judge Rains, he estimated that the cost to administer the refund would be \$1.1 million. If there is a class settlement, there will need to be an official notice of it sent to employers and published in the newspaper prior to the time that Judge Rains decides whether to approve it. Mr. Gentle had not included the cost of that official notice in the \$1.1 million. We would expect that, if there is any need for additional funds, it is likely to be \$50,000 or less.

Once the settlement has been approved and Special Master selected, how long before the refund is distributed?

Response: We expect Judge Rains to decide in November whether to approve the settlement. If he does and if no one appeals his approval, then the refunds should be distributed in early 2011. If there is an appeal of the approval, then refunds will not be distributed until that appeal is over. That could take as long as a year.

We hope this answers your questions. Please let us know if we can provide any additional information.

Jeff Sewell

Matt Lembke

Commissioner Collins stated that the meeting of the Jefferson County Commission would recess for five minutes to be reconvened for hearing of rezoning cases.

The Commission reconvened with the following members present:

- District 1 George F. Bowman
- District 2 Shelia Smoot
- District 3 Bobby Humphries
- District 4 Bettye Fine Collins
- District 5 Jim Carns

A quorum being present the President stated that the next order of business was to hear petitions for rezoning of certain properties in Jefferson County:

Aug-17-2010-775

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-2010-014 Mitchell Investments, LLP, owner; Robert R. Mitchell, agent. Change of zoning on Parcel ID# 14-36-2-0-22 in Section 36 Twp 16 Range 3 West from A-1 (Agriculture) to R-4 (Multi-Family) for a trash compacting site and playground for neighboring apartment complex. (Case Only: 1599 Stoney Brook Lane, Fultondale, AL 35068) (FULTONDALE) (1 Acre M/L)

Motion was made by Commissioner Carns seconded by Commissioner Bowam that Z-2010-014 be approved. Voting "Aye" Carns, Bowman, Collins, Humphries and Smoot.

Z-2010-009 Robert David Sox, Sr., as Trustee of the Robert David Sox, Sr. Living Trust, owner, Michael Odom, agent. Change of zoning on Parcel ID#s 43-9-3-0-2, 43-9-3-0-9, 43-9-4-0-3, 43-16-2-0-2, and 43-17-1-0-3 in Sections 9, 16, and 17 Twp 20 Range 5 West from A-1 (Agriculture) and C-3 (Commercial) to C-2 (Outdoor Amusement), C-1 (Commercial, and I-1 (Light Industrial) for motocross sports and entertainment complex, including motor sports dealership, parts and service; motorcycle, ATV and bicycle tracks; mountain biking and hiking trails; lodge and restaurant; amphitheater; RV area; rental cottages. (Case Only: 6961 Lowetown Road, McCalla, AL 35111) (LOWETOWN) (150 Acres M/L)

RECOMMENDED MODIFICATIONS IF APPROVED: Rezone only the property north of Lowetown Road to C-2; make the rezoning contingent upon the submission and approval of a preliminary drainage study, and a noise study conducted by a licensed acoustical engineer affirming that no more than 60 decibels of sound shall travel to any neighboring property while operating at maximum capacity; and the rezoning to be further subject to the following covenants:

1. a single commercial class driveway shall be installed as a single entrance along Lowetown Road,
2. all motocross riding/racing on the site shall cease by 10 PM,
3. the development shall maintain substantial conformance to the site plan,
4. the existing vegetation on the property shall be preserved with the exception of the minimum amount for clearing needed for development, and;
5. reversionary clause.

Motion was made by Commissioner Bowman seconded by Commissioner Collins that Z-2010-009 be denied. Voting "Aye" Bowman, Collins, Carns and Humphries. Commissioner Smoot abstained.

Thereupon the Commission Meeting was adjourned to meet Tuesday, August 24, 2010, at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk