

STATE OF ALABAMA)

JEFFERSON COUNTY) April 11, 2013

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

- District 1 - George F. Bowman
- District 2 - Sandra Little Brown
- District 3 - James A. (Jimmie) Stephens
- District 4 - Joe Knight
- District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of March 28, 2013, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

The Commission met in Work Session on April 9, 2013, and approved the following items to be placed on the April 11, 2013, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 and 2.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 7.
- Commissioner Carrington, Administrative Services Committee - Item 1 and Addendum Item 6.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 3.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 12 and Addendum Item 5.

Also added to the Regular Commission Meeting Agenda was Addendum Item 4.

Commissioner Brown announced that former Commissioner Reuben Davis passed away on April 7, 2013.

Apr-11-2013-248

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-2013-006 Lowe Town Community Development Corporation, Inc., owners; Jerry Cross, agent. Change of zoning on part of Parcel ID# 43-08-4-0-29 in Section 8 Twp 20 Range 5 West from A-1 (Agriculture) and C-3 (Commercial) to INSTITUTIONAL-2 for compliance for a community center and recreational facilities. (Case Only: 7390 Lowetown Road; McCalla, AL 35111) (LOWETOWN)(11.8 Acres M/L)

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2013-006 be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Z-2013-008 Mulkin Holdings, LLC, owners; Joel Mulkin, agent. Change of zoning on part of Parcel ID# 14-15-3-0-44.1 in Section 15 Twp 16 Range 3 West from I-3 (Industrial) to R-7 (Planned Unit Development) for a planned garden home subdivision. (Case Only: 4611 Shady Grove Road; Gardendale, AL 35071) (GARDENDALE)(26.4 Acres M/L)

RESTRICTIVE COVENANTS: 1. garages shall be placed towards the rear of the lots as shown on the plans submitted to the Planning & Zoning Commission on March 14, 2013; and, 2. the design of any public road within the development shall be subject to the approval of the Department of Roads and Transportation.

Motion was made by Commissioner Knight seconded by Commissioner Stephens that Z-2013-008 be approved subject to filing of covenants. Voting "Aye" Knight, Stephens, Bowman, Brown and Carrington.

Apr-11-2013-249

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. III to the agreement between Jefferson County, Alabama and Schneider Electric for the purchase of CitectSCADA software and one year of maintenance/support for the Warrior WWTP in the amount of \$28,368.

CONTRACT NO.: 00003566

Contract Amendment No. III

This Amendment to Contract entered into the 1st day of March 2013, between Jefferson County, Alabama, hereinafter referred to as "the County, and Schneider Electric, hereinafter referred to as the "Contractor" to provide CitectSCADA Software Support.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The contract between the parties referenced above, was approved by John Young on January 26, 2011, Contract no. 2729, onrtract Amendment I approved by Jefferson County Commission on March 27, 2012, contract Amendment II approved by Commission September 11, 2012, is hereby amended as follows:

2. Scope of Services

To incorporated Schneider Electric quote number SW0012 -1015A in the amount of \$13,500.00 and quote no. SW0012-1015B in the amount of \$14,868.00 herein by reference and attached hereto (on file in the Minute Clerk's Office).

All other terms and conditions of the original contract, amendments I and II remains the same.

WITNESS: JEFFERSON COUNTY COMMISSION
W. D. Carrington, President

WITNESS: Schneider Electric
Vanessa L. Collier

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
4/11/2013

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR REVENUE MAIL AND GAS FOR EMP VEHICLE	GEN SVCS: ADMIN	71.05	1900069266
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR ENV. SERVICES AND SEWER BILLING	GEN SVCS: ADMIN	9.08	1900069492
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MORGUE SCRUBS AND MEDICAL TRANSCRIPTION TAPES	CORONER/MED EXAM	240.03	1900069493
*DISTRICT 1					320.16	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	AIR TOOLS, DRYWALL TOOLS	R&T: HIWAY MAINT-BESS	223.83	1900069641
DISTRICT 2	1000193	JEFFERSON CO TREASURER	HERBICIDE LICENSE FEE - JOHN RILEY	R&T: HIGHWAY MAINT-KETONA	90.00	1900069653
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FILLER CAP, DRILL CHUCK KEY, FOAM, FUEL ADDITIVE	R&T: HIWAY MAINT-KETONA	233.77	1900069538
DISTRICT 2	1000193	JEFFERSON CO TREASURER	METAL TWIST NOZZLE & FRIGIDARE 8K BTU ELEC UNIT	R&T: HIWAY MAINT-BESS	252.94	1900069455

*DISTRICT 2					800.54	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	KEITH; COUNTRY IP BLOCKS ANNUAL MEMBERSHIP	INFO TECH: TECH SERVICES	179.00	1900069309
*DISTRICT 3					179.00	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD FOR RESIDENTS/EQUIPMENT	YOUTH DETEN: SUPPORT SVCS	149.18	1900069522
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - BLOOD PRESSURE CUFF / VEHICLE REPAIR	EMA	109.83	1900069539
DISTRICT 4	1030068	A. WAYNE & WANDA MIXON	SR REIMBURSEMENT - ARTHUR & WANDA MIXON	EMA	4,000.00	1900069669
DISTRICT 4	1030074	LESHIA HARPER	SR REIMBURSEMENT - LESHIA HARPER	EMA	3,750.00	1900069670
DISTRICT 4	1030209	LORI CARR	SR REIMBURSEMENT - LORI CARR	EMA	4,000.00	1900069671
DISTRICT 4	1030487	RUSSELL E MCCOMBS	SR REIMBURSEMENT - RUSSELL MCCOMBS	EMA	4,000.00	1900069672
DISTRICT 4	1030691	TERRY W HERREN	SR GRANT REIMBURSEMENT - TERRY HERREN	EMA	4,000.00	1900069636
DISTRICT 4	1030696	GREGORY T PENNINGTON	SR REIMBURSEMENT - GREGORY PENNINGTON	EMA	4,000.00	1900069667
DISTRICT 4	1030701	JAMES M WHEELER	SR GRANT REIMBURSEMENT - JAMES WHEELER	EMA	4,000.00	1900069637
DISTRICT 4	1030707	ALANDRA J COX	SR REIMBURSEMENT - ALANDRA COX	EMA	4,000.00	1900069668
DISTRICT 4	1030752	DONNA L SEWELL	SR REIMBURSEMENT - DONNA SEWELL	EMA	4,000.00	1900069666
DISTRICT 4	1030800	GAY NELL PARKER	SR REIMBURSEMENT - GAY NELL PARKER	EMA	4,000.00	1900069665
*DISTRICT 4					40,009.01	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BAGS/MOUSE PADS - CUSTOMER SERVICE TRAINING CLASS	ES: SANITATION ADMIN	371.00	1900069609
DISTRICT 5	1000193	JEFFERSON CO TREASURER	STARTER;LEVER;HOSE;	ES: FIVE MILE MAINT SHOP	261.55	1900069314
DISTRICT 5	1000193	JEFFERSON CO TREASURER	KEYS;CARBIDE END MILL;WATER;	ES: FIVE MILE CREEK WWTP	115.07	1900069316
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PIPE;COUPLING;MAGLITE;FUSE;PIPE;MED SUPPLIES;	ES: FIVE MILE MAINT SHOP	387.86	1900069315
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CARD READER;POSTAGE;CUTTER;MAGNET;CABLE;COURSE;	ES: INSTRUMENT SHOP	228.11	1900069390
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EMPLOYEES' REIMBURSEMENT	PER BD WORKFORCE DEV	221.96	1900069434
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERY TERMINAL,LAG BOLTS,EYE BOLTS,3 PHASE BREAK	ES: PKAGE WWTP & PUMP STA	340.50	1900069531
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PAINT THIN, PIPE FIT, ELECT WIRE, HVAC, AIR FILTER	ES: VALLEY CREEK WWTP	1,052.40	1900069559
DISTRICT 5	1031047	REGIONAL REPORTING SER, INC.	DEPO MASON V. HALE-KAREN FOWLER	COUNTY ATTORNEY	308.00	1900069555
DISTRICT 5	1031047	REGIONAL REPORTING SER, INC.	DEPO MASON V. HALE-GEORGE TABLACK/JEFF SMITH	COUNTY ATTORNEY	120.00	1900069557
DISTRICT 5	1031047	REGIONAL REPORTING SER, INC.	DEPO MASON V. HALE-DAVID THOMPSON/STEVEN MARTIN	COUNTY ATTORNEY	306.00	1900069556
DISTRICT 5	1031055	FIRST COMM A.M.E. CHURCH	SEWER EASEMENT AT 4501DECATUR HIGHWAY	ES: SANITATION ADMIN	500.00	1900069558
*DISTRICT 5					4,212.45	
**					45,521.16	

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

Apr-11-2013-250

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

For Week of 03/19/13 - 03/25/13

- COOPER GREEN MERCY HEALTH SERVICES FROM CARDINAL HEALTH, STONE MOUNTAIN, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FOR BLOOD BANK SUPPLIES.
SAP PURCHASE ORDER # 2000068827 CHANGE ORDER \$ 4,500.00 REFERENCE BID # 23-11
PURCHASE ORDER \$17,145.51 TOTAL
- COOPER GREEN MERCY HEALTH SERVICES FROM COLLEGE OF AMERICAN PATHOLOGIST, NORTHFIELD, IL, CHANGE ORDER TO ADD FUNDS TO PAY PAST DUE INVOICES FOR CAP LABORATORY SURVEYS FOR 2013.
SAP PURCHASE ORDER # 2000069666 CHANGE ORDER \$ 1,360.00 PURCHASE ORDER \$17,362.00 TOTAL
- ROADS AND TRANSPORTATION FROM VULCAN ASPHALT REFINING, COLUMBUS, GA, TO AWARD BID TO PURCHASE ASPHALT (EMULSIFIED) FOR THE PERIOD OF 4/1/2013 - 3/31/2014 ON AN AS NEEDED BASIS BY USER DEPARTMENT(S). REFERENCE BID # 66-13
- ROADS AND TRANSPORTATION FROM DUNN CONSTRUCTION, BIRMINGHAM, AL, TO AWARD BID FOR PURCHASE OF ASPHALT (PLANT MIX) FOR THE PERIOD OF 4/1/2013 - 3/31/2014 ON AN AS NEEDED BASIS BY USER DEPARTMENT(S). REFERENCE BID # 67-13
- ROADS AND TRANSPORTATION FROM SUPERIOR PRODUCTS INCORPORATED, BIRMINGHAM, AL, CONTRACT RENEWAL TO PURCHASE CONCRETE SAND FOR THE PERIOD OF 4/01/13 - 3/31/14 ON AN AS NEEDED BASIS BY USER DEPARTMENT(S). REBID IN 2014. REFERENCE BID # 58-11
- ROADS AND TRANSPORTATION - FLEET MANAGEMENT FROM MCPHERSON COMPANIES INCORPORATED, CHARLOTTE, NC, CONTRACT RENEWAL TO PURCHASE OIL AND LUBRICANTS FOR THE PERIOD OF 4/01/13 - 3/31/14 ON AN AS NEEDED BASIS BY USER DEPARTMENT(S). REBID IN 2015. REFERENCE BID # 76-12
- ROADS AND TRANSPORTATION FROM WADE SAND AND GRAVEL COMPANY INCORPORATED, BIRMINGHAM, AL, CONTRACT RENEWAL TO PURCHASE GRAVEL AND RIP RAP PRODUCTS FOR THE PERIOD OF 4/01/13 - 3/31/14 ON AN AS NEEDED BASIS BY USER DEPARTMENT(S). REBID IN 2015. REFERENCE BID # 91-12

For Week of 03/26/13 - 04/01/13

- GENERAL SERVICE - ADMINISTRATION FROM GOODWAY TECHNOLOGY, STAMFORD, CT, TO PURCHASE ONE (1) TOWER VAC COOLING TOWER VACUUM, ONE (1) COOLING TOWER VACUUM ACCESSORY KIT AND ONE (1) COOLING TOWER VACUUM FILTRATION SYSTEM. SAP PURCHASE ORDER # 2000071668 \$6,470.00 TOTAL

2. VARIOUS JEFFERSON COUNTY DEPARTMENTS FROM IRON MOUNTAIN, BIRMINGHAM, AL, TO EXTEND CONTRACT THROUGH MAY 31, 2013 FOR OFF SITE DATA PROTECTION. ADDITIONAL TIME NEEDED TO COMPLETE THE BID PROCESS. RESPONSES TO INVITATION BID # 80-13 ARE CURRENTLY BEING EVALUATED BY THE PURCHASING DIVISION. REFERENCE BID # 32-10
3. ROADS AND TRANSPORTATION FROM APAC ALABAMA INCORPORATED, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PATCHING MIX FOR THE PERIOD OF 10/01/12 - 09/30/13.
SAP PURCHASE ORDER # 2000068484 CHANGE ORDER \$100,000.00 REFERENCE BID # 89-10
PURCHASE ORDER \$101,000.00 TOTAL
4. VARIOUS JEFFERSON COUNTY DEPARTMENTS AND PACA MEMBERS FROM DELL MARKETING, L.P., ROCK ROUND, TX, FOR BID AWARD FOR MICROCOMPUTER EQUIPMENT AND ACCESSORIES FOR THE PERIOD OF 5/01/13 - 4/30/14. PACA MEMBERS RESPONSIBLE FOR THEIR OWN PURCHASES. REFERENCE BID # 77-13
AMOUNT PROJECTED FOR FUTURE JCC PURCHASES \$185,000.00 TOTAL
5. COOPER GREEN MERCY HEALTH SERVICES AND PACA MEMBERS FROM MIDWEST MEDICAL SUPPLY COMPANY LLC, ST. LOUIS, MO, FOR BID AWARD FOR ADULT RESUSCITATION BAGS AND ELECTRODES FOR THE PERIOD OF 4/11/13 - 4/11/2016. PACA MEMBERS RESPONSIBLE FOR THEIR OWN PURCHASES. REFERENCE BID # 78-13
6. ACKNOWLEDGMENT FOR COOPER GREEN MERCY HEALTH SERVICES FROM RICHARD - ALLEN SCIENTIFIC FOR EMERGENCY PURCHASE - THERMAL FISHER TISSUE PROCESSOR REPAIR. PURCHASE ORDER 2000072028, DATED 3/25/2013 APPROVED AS NEW BUSINESS ON 3/28/2013. PURCHASE ORDER PLACED IN "HELD STATUS" ON 3/25/2013 RESULTING IN OMISSION FROM THE 3/19/13 - 3/25/13 ENCUMBRANCE REPORT.
SAP PURCHASE ORDER # 2000072028 \$8,500.00 TOTAL

ADDENDUM NO. 1

For Week of 03/26/13 - 04/01/13

1. COUNTY ATTORNEY'S OFFICE FROM KONIC MINOLTA, BESSEMER, AL TO PURCHASE KONICA MINOLTA BIZHUB C654 COPIER. BUDGET AMENDMENT IN PROCESS. PURCHASE ORDER WILL BE PROCESSED ACCORDINGLY ON THE APPROPRIATE ENCUMBRANCE REPORT. REFERENCE BID #150-11 \$7, 430.00 TOTAL

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

Apr-11-2013-251

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

For Week of 03/19/13 - 03/25/13

1. EXCEPTION FOR COOPER GREEN MERCY HEALTH SERVICES FROM GLOBAL PHARMACEUTICAL, EFFINGHAM, IL. TO PAY INVOICES: 25173, 25172, 25171, 25164 AND 25154 FOR PHARMACY BENEFITS MANAGEMENT SERVICES. AGREEMENT EXPIRED - NEW CONTRACT TO PROVIDE SERVICES AWARDED TO DATA RX MANAGEMENT ON 9/11/12 (RFP # 16-11). SAP PURCHASE ORDER # 2000071965 \$16,891.10 TOTAL
2. EXCEPTION FOR COOPER GREEN MERCY HEALTH SERVICES FROM NEW TECH COMPUTER SYSTEMS, SHREVEPORT, LA, TO PAY INVOICES (318593, 318594, 318595, 318596, 318597 AND 318408) FOR SOFTWARE SUPPORT. CONTRACT EXPIRED. DEPARTMENT NOTIFIED. SAP PURCHASE ORDER # 2000071994 \$4,139.15 TOTAL

For Week of 03/26/13 - 04/01/13

1. EXCEPTION FOR COOPER GREEN MERCY HEALTH SERVICES - ADMINISTRATION FROM UAB HOSPITAL BUSINESS OFFICE, TO PAY OUTSTANDING INVOICE FOR HISTOLOGY CORONER CASES. CGMHS HISTOTECH LOST DUE TO MEDICAL LEAVE. SERVICES REQUESTED BY LAB SERVICES SUPERVISOR. INVOICES APPROVED BY CGHS MANAGER AND SUBMITTED VIA THE SAP SYSTEM. SAP PURCHASE ORDER # 2000072136 \$17,863.95 TOTAL
2. EXCEPTION FOR COOPER GREEN MERCY HEALTH SERVICES - ADMINISTRATION FROM JUDY PRINCE, BIRMINGHAM, AL, TO PAY OUTSTANDING INVOICE FOR PSYCHO SR SOCIAL WORKER WITH CLINIC PAIN MANAGEMENT PATIENTS. NO COMMISSION APPROVED CONTRACT SUBMITTED TO THE PURCHASING DIVISION. INVOICES APPROVED BY CGHS MANAGER AND SUBMITTED VIA THE SAP SYSTEM.
SAP PURCHASE ORDER # 2000072169 \$19,440.00 TOTAL

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

Apr-11-2013-252

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week of 03/19/13 - 03/25/13 and 03/26/13 - 04/01/13, be and hereby is approved.

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

STAFF DEVELOPMENT

Multiple Staff Development

Environmental Services (4 participants)

Richard Green	\$175.00
Daniel Robinson	\$175.00
David Ingram	\$175.00
Reflie Lucas	\$175.00
Survey Evidence & Procedure Seminar Prattville, AL – May 15, 2013	

Individual Staff Development

Board of Equalization

Lisa Meuse	(State funds)	\$255.00
Project Management Institute Certification Class Homewood, AL – May 9, 2013		

Revenue

Charles Bell	\$225.00
CRE Course IV Hoover, AL – May 1-3, 2013	
Charles Bell	\$110.00
CRE Update Hoover, AL – August 9, 2013	
Charles Bell	\$80.00
Large Manufacturing Hoover, AL – September 20, 2013	
Charles Bell	\$1,141.95
Tax Audit Henderson N.C. & Buford, GA – May 19-24, 2013	

Roads & Transportation

Kenneth Boozer	\$591.90
Alabama Technology Seminar of Shallow Foundation Design Orange Beach, AL – May 8-10, 2013	

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

BUDGET TRANSACTIONS

Position Changes and/or Revenue Changes

1. Fleet Management \$35,000

Use auction proceeds to cover equipment improvements for Bessemer Camp.

For Information Only

2. Personnel Board \$19,871.34

Shift funds from various accounts to equipment and data processing to purchase critical equipment and software for the Board's operations. Also, add purchasing memorandum to purchase an additional device for storage space.

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

REQUEST FOR CERTIFICATIONS

The Court has approved the initiation of the following certifications and/or has approved the filling of the positions below requested by the following department(s).

Environmental Services

Senior WWTP Maintenance Worker - 2 positions

Tax Assessor's Office - Bessemer

Administrative Assistant I

The court has not approved the initiation of the following certifications and/or has not approved the filling of the positions requested by the following department(s) at this time. If approved by the Commission, hiring of these positions will not commence until approved by the Court.

Inspection Services

Administrative Assistant III

County Attorney's Office

Paralegal

Legal Secretary

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

Apr-11-2013-253

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Microsoft Enterprise License Agreement between Jefferson County, Alabama and Software House International Corporation to provide for purchase of all Microsoft software products as needed for the period April 1, 2013 - March 31, 2014.

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

Apr-11-2013-254

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama and Mike Hale, in his official capacity as Sheriff of Jefferson County, Alabama for the loan of one portable x-ray machine (inventory # 071502) for the period March 12, 2013 - September 30, 2013.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into by Mike Hale, in his official capacity as Sheriff of Jefferson County, Alabama ("Sheriff Hale") and Jefferson County, Alabama (the "County"), wherein the parties hereto agrees as follows:

WHEREAS, Sheriff Hale maintains custody of inmates at the Jefferson County Jail in Birmingham (the "Jail");

WHEREAS, Sheriff Hale is obligated to provide necessary medical care to inmates at the Jail;

WHEREAS, some inmates for whom Sheriff Hale provides necessary medical care at the Jail require x-ray services;

WHEREAS, Sheriff Hale does not currently have access to an x-ray machine at the Jail;

WHEREAS, the County has in its possession a certain portable x-ray machine particularly identified by the County inventory number 071502 (the "Machine"); and

WHEREAS, Sheriff Hale and the County mutually agree that it would be in their combined best interest to allow Sheriff Hale the use of the Machine;

NOW THEREFORE, for the mutual consideration set forth herein, the amount and sufficiency of which is acknowledged by the parties to this MOU, Sheriff Hale and the County have entered into this MOU, whereby it is agreed that:

1. The Machine will be delivered to the Jail, where Sheriff Hale and/or medical personnel at the Jail shall have sole use of the Machine during the term of this MOU. During the term of this MOU, Sheriff Hale shall be solely responsible for all maintenance and repair costs for the Machine. During the term of this MOU, Sheriff Hale shall be solely responsible for all costs related to producing and interpreting any reports generated by the Machine.
2. This MOU shall be effective as of March 12, 2013 and shall expire September 30, 2013 unless terminated as provided for herein.
3. Either party may terminate this MOU upon providing thirty (30) days written notice to the other party. The Sheriff shall return the Machine to the County upon the termination of this MOU. Notice of termination shall be addressed as follows:

If to Sheriff Hale: Sheriff Mike Hale
2200 Reverend Abraham Woods Jr. Blvd.
Birmingham, Alabama 35203

With a copy to: Rob Riley
Jay Murrill
Riley & Jackson
3530 Independence Drive
Birmingham, Alabama 35209

If to the County: Jefferson County Commission President
Jefferson County Courthouse
716 North Richard Arrington, Jr. Blvd.
Birmingham, Alabama 35203

With a copy to: Jefferson County Attorney
Jefferson County Courthouse
716 North Richard Arrington, Jr. Blvd.
Birmingham, Alabama 3 5203

AGREED AND ACCEPTED:

Sheriff Mike Hale

AGREED AND ACCEPTED:

David Carrington, President

Jefferson County Commission

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

Apr-11-2013-255

WHEREAS, the Jefferson County Commission maintains an unclassified position of Medical Director/CGH Jefferson County Jails (94445) with a pay grade 255.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that effective March 30, 2013, the hourly rate assigned to pay grade 255 be changed from \$79.61 to \$96.16.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Business Associate Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and University of Alabama Health System to comply with HIPAA standards for the privacy and security of protected health information of patients of Cooper Green Mercy Health Services.

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is entered into by and between, Jefferson County Commission, dba Cooper Green Mercy Health Services (hereinafter referred to as "Covered Entity") and University of Alabama Health System (hereinafter referred to as "Business Associate").

RECITALS

WHEREAS, Covered Entity and Business Associate are parties to an agreement (the "Underlying Agreement") pursuant to which Business Associate provides certain services to Covered Entity and, in connection with those services, Covered Entity discloses to Business Associate certain individually identifiable protected health information ("PHI") that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended from time to time and the American Recovery and Reinvestment Act of 2009 ("ARRA"), as amended from time to time; WHEREAS, the parties desire to comply with the HIPAA standards for the privacy and security of PHI of patients of Covered Entity; NOW THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions herein contained, Covered Entity and Business Associate enter into this Agreement to provide a full statement of their respective responsibilities.

SECTION I - DEFINITIONS 1.1 Definitions.

Unless otherwise provided herein or on Exhibit 1.1. attached hereto, capitalized terms shall have the same meaning as set forth in the HIPAA regulations, 45 CFR Sections 160-103 and 164.501.

SECTION II - OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 Performance of Agreement. Business Associate, its agents and employees (collectively referred to as "Business Associate") agree to not use or further disclose PHI other than as permitted or required by the Agreement or as Required By Law.

2.2 Safeguards for Protection of PHI.

a. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

b. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity.

c. Business Associate agrees to, as of the Compliance Date of 42 US §17931 m comply with the requirements set forth in 45 CFR §164.308, 164.310, 164.312, and 164.316. Business Associate agrees to have reasonable policies and procedures in place to identify, detect, and respond to identity theft red flags, in compliance with Identity Theft Red Flags and Address Discrepancies under the Fair and Accurate Credit Transactions Act of 2003 Rules, if applicable to Business Associate.

2.3 Reporting of Unauthorized Use and Incident. Business Associate will within 5 days report to Covered Entity any use or disclosure of the PHI not provided for in this Agreement upon becoming aware of it and any security incident of which it becomes aware; and will indemnify and hold Covered Entity harmless from all liabilities, costs and damages arising out of or in any manner connected with the disclosure by Business Associate of any PHI. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement. To appropriately respond to an unauthorized or inappropriate disclosure of PHI, Business Associate agrees to establish and maintain a security incident response team. Business Associate agrees to pay the direct and indirect costs associated with the breach notification requirements as outlined in ARRA.

2.4 Use of Subcontractors. Business Associate agrees to ensure that any agent and/or subcontractor to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

2.5 Access to PHI. Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to protected health information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR Section 164.524. To the extent Business Associate uses or maintains an Electronic Health record of information of or about an Individual, then the Business Associate shall provide an electronic copy (at the request of Covered Entity, and in the time and manner designated by Covered Entity) of the PHI, to Covered Entity or, when and as directed by Covered Entity, to an Individual or a third party designated by the Individual, all in accordance with 42 U.S.C. §17935(e) as of its Compliance Date.

2.6 Amendments by Business Associate. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR Section 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

2.7 Access to DHHS. Business Associate agrees to make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity compliance with the Privacy Rule.

2.8 Access to Covered Entity. Upon reasonable notice, Business Associate shall make its facilities, systems, books and records available to Covered Entity.

2.9 Documentation of Disclosures. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

2.10 Accounting of Disclosures. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528. Each accounting shall provide (i) the date of each disclosure; (ii) the name and address of the organization or person who received the PHI; (iii) a brief description of the information disclosed; and (iv) for disclosures other than those made at the request of the subject, the purpose of which the information was disclosed and a copy of the request or authorization for disclosure. Business Associate shall maintain a process to provide this accounting of disclosures for as long as Business Associate maintains PHI received from or on behalf of Covered Entity.

2.11 Breach or Misuse of PHI. Business Associate recognizes that any breach of confidentiality or misuse of information found in and/or obtained from records may result in the termination of this Agreement and/or legal action.

SECTION III - PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

3.1 General. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure complies with the HIPAA Privacy Rule if done by Covered Entity.

3.2 Specific. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR Section 164.504(e)(2)(i)(B) or to create a Limited Data Set and use such Limited Data Set pursuant to a Data Use Agreement that meets the requirements of the Privacy Rule.

SECTION IV - OBLIGATIONS OF COVERED ENTITY

4.1 General. With regard to the use and/or disclosure of PHI by Business Associate, Covered Entity agrees:

a. to obtain any consent, authorization or permission that may be required by the Privacy rule or applicable state laws and/or regulations prior to furnishing Business Associate the PHI pertaining to an individual; and

b. that it will inform the Business Associate of any PHI that is subject to any arrangements permitted or required of Covered Entity under the Privacy Rule that may materially impact in any manner the use and/or disclosure of PHI by Business Associate under this Agreement, including, but not limited to, restrictions on the use and/or disclosure of PHI as provided for in 45 C.F.R. 164.522 and agreed to by Covered Entity.

SECTION V - TERM / TERMINATION

5.1 Term and Termination. The term of this Agreement shall be effective as of the date of execution of the underlying Agreement between the parties and shall terminate when all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity.

5.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may terminate this Agreement and the Underlying Agreement. Notwithstanding that option, as of the Compliance Date of 42 U.S.C. §17934(b), if either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of this B.A. Agreement then the non-breaching Party shall provide written notice of the breach or violation to the other Party that specifies the nature of the breach or violation. The breaching Party must cure the breach or end the violation on or before 5 days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the non-breaching Party, then the non-breaching Party may do the following: (i) if feasible, terminate this B.A. Agreement and the Agreement; or (ii) if termination of this B.A. Agreement or the Agreement is infeasible, report the problem to HHS.

Material Breach shall include Business Associate's improper use or disclosure of PHI and any changes or any diminution of Business Associate's reported security procedures or safeguards that render any or all of Business Associate's safeguards unsatisfactory to Covered Entity.

5.3 Termination After Repeated Violations. Covered Entity may terminate the Underlying Agreement without penalty if Business Associate repeatedly violates this Agreement or any provision hereof, irrespective of whether, or how promptly, Business Associate may remedy such violation after being notified of the same. In the event of such termination, Covered Entity shall not be liable for the payment of any services performed by Business Associate after the effective date of termination.

5.4 Effect of Termination.

5.4.1 Except as provided in Section 5.4.2, upon termination of this Agreement, for any reason, Business Associate cease and desist all uses and disclosures of Covered Entity's PHI and shall immediately return or destroy (if Covered Entity gives written permission) in a reasonable manner consistent with HIPAA, all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, provided, however, that Business Associate shall reasonably cooperate with Covered Entity to ensure that no original PHI records are destroyed. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. Except as provided in Section 5.4.2, Business Associate shall certify to Covered Entity that all PHI has been returned or destroyed within 30 days after termination or expiration of this Agreement. If PHI is destroyed, Business Associate must use a method approved by the American National Standards Institute and provide Covered Entity with a certificate of destruction.

5.4.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI.

5.4.3 Penalties, Investigations, and Cooperation. In addition to any damages recoverable under this B.A. Agreement, the parties acknowledge that certain breaches or violations of this B.A. Agreement may result in litigation or investigations resulting in civil liability and/or criminal penalties pursued by federal or state governmental authorities of the United States. Each party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority from additional information and documents or any governmental investigation, complaint, action or other inquiry.

SECTION VI - INDEMNIFICATION I INSURANCE

6.1 Indemnification. Business Associate shall indemnify, defend, and hold Covered Entity, its employees, directors/trustees/officers/representatives and agents (collectively the Indemnitees) harmless from and against all claims, causes of action, liabilities, judgments, fine, assessments, penalties, damages, awards or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, incurred by the Indemnitees and relating to or arising out of any breach or alleged breach of the terms of this Agreement by Business Associate or its agent or representative. Business Associate shall provide covered Entity with prompt notice of any claim that may trigger the foregoing indemnification requirements. Upon demand by the Covered Entity, Business Associate shall defend any investigation, claim litigation or other proceeding brought or threatened against the Covered Entity, at the Business Associate's expense, by counsel acceptable to the Covered Entity. Business Associate shall not enter into any settlement of a claim that triggers the indemnification requirements without the written consent of the Covered Entity.

6.2 Insurance. If Covered Entity requires, Business Associate shall obtain and maintain insurance coverage against improper uses and disclosures of PHI by Business Associate, naming Covered Entity as an additional named insured. Promptly following a request by Covered Entity for the maintenance of such insurance coverage, Business Associate shall provide a certificate evidencing such insurance coverage.

SECTION VII - DISCLAIMER

7.1 Disclaimer. COVERED ENTITY MAKES NO WARRANTY OR REPRESENTATION THAT COMPLIANCE BY BUSINESS ASSOCIATE WITH THIS AGREEMENT OR THE HIPAA REGULATIONS WILL BE ADEQUATE OR SATISFACTORY FOR BUSINESS ASSOCIATE'S OWN PURPOSES OR THAT ANY INFORMATION IN THE POSSESSION OF BUSINESS ASSOCIATE OR CONTROLLED, OR TRANSMITTED OR RECEIVED BY BUSINESS ASSOCIATE, IS OR WILL BE SECURE FROM UNAUTHORIZED USE OR DISCLOSURE, NOR SHALL COVERED ENTITY BE LIABLE TO BUSINESS ASSOCIATE FOR ANY CLAIM, LOSS OR DAMAGE RELATING TO THE UNAUTHORIZED USE OR DISCLOSURE OF ANY INFORMATION RECEIVED BY BUSINESS ASSOCIATE FROM COVERED ENTITY OR FROM ANY OTHER SOURCE. BUSINESS ASSOCIATE IS SOLELY RESPONSIBLE FOR ALL DECISIONS MADE BY BUSINESS ASSOCIATE REGARDING THE SAFEGUARDING OF PHI.

SECTION VIII - MISCELLANEOUS

8.1 Construction. This Agreement shall be construed as broadly as necessary to implement and comply with HIPAA, the HIPAA, privacy and security regulations, and ARRA. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, HIPAA regulations, and ARRA. 8.2 Notice. All notices and other communications required or

permitted pursuant to this Agreement shall be in writing, addressed to the party at the address set forth at the end of this Agreement, or to such other address as either party may designate from time to time. All notices and other communications shall be mailed by registered or certified mail, return receipt requested, postage pre-paid, or transmitted by hand delivery or telegram. All notices shall be effective as of the date of delivery of personal notice or on the date of receipt, whichever is applicable.

8.3 Modification of Agreement. The parties recognize that this Agreement may need to be modified from time to time to ensure consistency with amendments to and changes in applicable federal and state laws and regulations, including, but not limited to, HIPAA. The parties agree to execute any additional amendments to this Agreement reasonably necessary for each party to comply with HIPAA, including any requirements related to a Chain of Trust Agreement between the parties pursuant to the HIPAA security standards. This Agreement shall not be waived or altered, in whole or in part, except in writing signed by the parties.

8.4 Transferability. Covered Entity has entered into this Agreement in specific reliance on the expertise and qualifications of Business Associate. Consequently, Business Associate's interest under this Agreement may not be transferred or assigned or assumed by any other person, in whole or in part, without the prior written consent of Covered Entity.

8.5 Governing Law and Venue. This Agreement shall be governed by, and interpreted in accordance with, the internal laws of the State of Alabama, without giving effect to its conflict of laws provisions.

8.6 Binding Effect. This Agreement shall be binding upon, and shall ensure to the benefit of, the parties hereto and their respective permitted successors and assigns.

8.7 Execution. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute but one Agreement.

8.8 Gender and Number. The use of the masculine, feminine or neuter genders and the use of the singular and plural shall not be given an effect of any exclusion or limitation herein. The use of the word "person" or "party" shall mean and include any individual, trust, corporation, partnership or other entity.

8.9 Priority of Agreement. If any portion of this Agreement is inconsistent with the terms of the Underlying Agreement, the terms of this Amendment shall prevail. Except as set forth above, the remaining provisions of the Underlying Agreement are ratified in their entirety.

8.10 Survival. Sections 5.4.1, 5.4.2, 5.4.3, 8.1, 8.5 shall survive the termination for any reason or expiration of this B.A. Agreement.

8.11 No Third Party Beneficiaries. Nothing in this B.A. Agreement shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the day and year first above written.

COVERED ENTITY

BUSINESS ASSOCIATE

W. D. Carrington, President - Jefferson County Commission

_____, CFO

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

Apr-11-2013-257

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-2013-003 Willow Glenn Homeowners Association, Inc. and Willow Glenn, LLC, owners; Joel W. Mulkin, agent. Change of zoning on Parcel IDs# 12-17-4-0-218, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, and 240, Lots 305-320 and Common Areas A, B, and C according the map of intent of the Residential Townhome Subdivision of Willow Glenn 3rd Sector in Section 17 Twp 16 Range 1 West from R-T (Townhomes) to R-7 (Planned Unit Development) for a single family residential development. (Case Only: 2108 Greendale Circle; Birmingham, AL 35215) (CHALKVILLE)(1.97 Acres M/L)

RESTRICTIVE COVENANT: Single-car garages shall be permitted, however each unit shall have a double-wide driveway sufficient for the parking of at least two (2) vehicles such that no part of either extends over or into the roadway.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2013-003 be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Apr-11-2013-258

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

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

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

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

Apr-11-2013-259

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to execute this License Agreement between Jefferson County, Alabama and the Great Western Development Corporation for the Edgewater Community Park Project (CDBG10-03F-U03-EDG). The license shall cost the corporation \$1.00. There is \$200,000 in federal CDBG funds allocated to this project. This project is from the 2010 program year.

LICENSE

WHEREAS, Jefferson County is the owner of the park located as described in Exhibit A; and

WHEREAS, Jefferson County desires that said property be made and further developed as a park with CDBG funds administered by the Department of Community and Economic Development for the citizens of the Edgewater Community only; and,

WHEREAS, the Great Western Development Corporation, Inc., has requested from Jefferson County to operate the park aforementioned above; and

WHEREAS, the Great Western Development Corporation, Inc. has exhibited their commitment to operate the park in accordance with County requirements and in the interest of the citizens of the Edgewater Community.

WITNESSETH:

In consideration of the foregoing and the following, Jefferson County does hereby license and let unto the Great Western Development Corporation, Inc., (Licensee) property owned by Jefferson County located as described in Exhibit A, for the use Licensee as a Neighborhood park for use by citizens of Edgewater without discrimination for race, color, national origin, sex, handicap, religion or in any other manner.

LICENSEE SHALL:

1. Not dig within the park due to buried utilities and drainage lines without the written permission of Jefferson County. Further, any damage caused by digging, with or without permission, will be the responsibility of the Licensee.
2. Be responsible for scheduling events that take place at the Neighborhood Park.
3. Be responsible for prohibiting alcoholic beverages on the premises.
4. Be responsible for solving and controlling any and all problems or disturbances resulting from any confrontation between all parties present at said properties.
5. Be responsible for operating the park as a dusk to dawn park.

6. Be responsible for upkeep, maintenance, and cleanliness of the Neighborhood Park. Licensee accepts the Neighborhood Park "as is" without any alterations or additions. Any repairs or alterations to the park shall be approved by Jefferson County.
7. Be responsible for paying all required taxes.
8. Purchase and maintain throughout the term of this license and all extensions hereof comprehensive general public liability insurance, naming the Licensee and Jefferson County, Alabama, Jefferson County Commission and Commissioners and County employees as named insureds, with a company duly authorized and approved to do business in Alabama. Said insurance shall include minimum coverage as follows:
 - i. \$300,000.00 for personal injury liability and/or death from any one occurrence.
 - ii. \$100,000.00 for personal injury and/or death for any single injury or death.
 - iii. A clause obligating the insurance company to give not less than 30 days written notice to the President, Jefferson County Commission and the Director, General Services of Jefferson County, before cancellation thereof. No such cancellation shall relieve the insurance company for any insurance liability or responsibility for any occurrence, injury, death or claim whatsoever occurring or arising before the cancellation becomes effective.
 - iv. Workers compensation insurance if required by law, for all Licensees' employees.
9. Agree to hold harmless, indemnify and defend Jefferson County, its elected officials and employees from and against any and all claims, suits, judgments and liability whatsoever for damages of any nature, including personal injury or death of any person or loss or damage to personal property or real property or property rights of any person, firm or corporation in any manner arising out of this license and the use of said property and said park and recreational facilities by Licensee.
10. Pay to the County the sum of \$1.00 per year for the term of this agreement.
11. Be responsible for all expenses associated with the park, including garbage pick-up. If any utilities are associated with the park, it shall be sole responsibility of the licensee.
12. Be responsible for all landscaping activities, however, no trees, shrubs or plants shall be installed or removed without written permission from Jefferson County.
13. Be responsible for providing any and all security needed at the Neighborhood park.
14. Be responsible for providing proper signage indicating that the Great Western Development Corporation, Inc., is managing the Park. Signage shall contain proper contact information for reserving the complex for certain activities.

TERM OF AGREEMENT:

The term of this agreement shall begin upon execution and end ten (10) years from the date of execution, with five year renewals thereafter. At the conclusion of the first term, if Licensee's performance has been satisfactory to the County, the County will favorably consider Licensee for another contract term, provided, the County shall not be obligated to award said contract to Licensee. This agreement may be terminated without cause utilizing a thirty (30) day written notice by either party. Notice shall be addressed to and received by the parties below.

IN WITNESS WHEREOF, the parties have caused this agreement to be properly executed this day of , 2012.

GREAT WESTERN DEVELOPMENT CORPORATION, INC.

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

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

Apr-11-2013-260

WHEREAS, Greater Birmingham Habitat for Humanity, Inc. executed a certain mortgage for the acquisition/rehabilitation of a home located in Hueytown; and

WHEREAS, the rehabilitation of the home has been completed and it has been sold to a qualified homebuyer through Jefferson County's Neighborhood Stabilization Program (NSP) Agreement with Greater Birmingham Habitat for Humanity; and

WHEREAS, said mortgage is identified as follows: 314 Inglenook Dr., Hueytown, Alabama 35023
Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., dated July 20, 2010 and recorded in LR Book 201062 Page 14134 in the Probate Office of Jefferson County, Alabama,

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Satisfaction of Recorded Mortgage for the above referenced property be executed by the Commission President.

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama, does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., dated July 20, 2010 and recorded in LR Book 201062 Page 14134, in the Probate Office Jefferson County, Alabama, and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this the 11th day of April, 2013.

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama

By: W. D. Carrington

Its: President of the County Commission

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

Apr-11-2013-261

WHEREAS, Jefferson County, Alabama has received Emergency Solutions Grant funds from the U.S. Department of Housing and Urban Development; and

WHEREAS, the One Roof-Program Management Information System (PromisAL) is utilized to track and report information on the Emergency Solutions Grant programs; and

WHEREAS, it is necessary for all users to complete an End User Agreement Form.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President of the Commission is authorized to sign the attached End User Agreements.

One Roof Program Management Information System (PromisAL)

END USER AGREEMENT

Employees, volunteers, staff and any persons with access to the One Roof-Program Management Information System (One Roof-PromisAL) are subject to certain guidelines regarding its use. PromisAL contains a wide range of personal and private information on individuals and ALL such information must be treated carefully, confidentially, and professionally by all who access it.

Guidelines for use of PromisAL include; but are not limited to the following:

- User ID's and passwords must be kept secure and confidential and shall not be shared.
- Current client or Legal Guardian consent, as documented by a Release of Information (ROI), is required before entering, updating, editing, printing, or disclosing basic, identifying and non-confidential service transactions/information with other One Roof Member Agencies and/or their employees, volunteers and/or staff.
- Only general, non-confidential information is to be entered in the "other notes/comments" section of the Client Profile in PromisAL. Confidential information, including TB diagnosis, domestic violence and mental/physical health information, shall not be entered in this section.
- Confidential information obtained via PromisAL is to remain confidential, even if the end user's relationship with Jefferson County, Alabama changes or concludes for any reason.
- Information beyond basic identifying data, which includes all assessment screens (all screens beyond profile, agency, and community fields), is not to be edited. If an update or correction is needed, a new assessment must be created.
- The agency/organization end user is allowed to enter or modify data ONLY for clients being served by that agency/organization.
- Misrepresentation of the client through the deliberate entry of inaccurate information is prohibited.
- Client records shall NOT be deleted from PromisAL. If a client or legal guardian of a client chooses to rescind HMIS Release of Information, the appropriate record shall immediately become "inactive".
- Discriminatory comments based on race, color, religion, creed, national origin, ancestry, handicap, socioeconomic status, marital status, age, gender, and/or sexual orientation are NOT permitted in PromisAL. Profanity and offensive language are NOT permitted in PromisAL. Violators shall have their system Privileges revoked and they will NOT be allowed further access to PromisAL.
- PromisAL is to be used for business purposes only. Transmission of material in violation of any United States Federal or State of Alabama regulation/laws is prohibited, including material that is copyrighted, legally judged to be threatening or obscene, and/or considered

protected by trade secret. PromisAL shall NOT be used to defraud the Federal, State, Local or City government nor any individual entity nor to conduct any illegal activity.

- Any unauthorized access or unauthorized modification to computer system information/PromisAL database or interference with normal system operations will result in immediate suspension of your access to the PromisAL database and may jeopardize your employment status with Jefferson County, Alabama.

The original End User Agreement shall be kept on file at the Agency. Forms completed by individuals no longer employed by the Agency shall be kept on file at the Agency for a minimum of five years.

Failure to comply with the provisions of this End User Agreement is grounds for immediate revocation of system privileges and may be followed with other sanctions according to the MBSH-HMIS Standard Operating Procedures. Your signature below indicates your agreement to comply with this End User Agreement. This document remains in effect during the below named user's employment with this agency/organization.

 Employee Printed Name
 Employee Signature

W. D. Carrington
 Agency Official Printed Name
 Agency Official Signature

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

Apr-11-2013-262

WHEREAS, DLA Disposition Services had donated a 2003 Chevrolet 3500 passenger van to Jefferson County; and
WHEREAS, the Jefferson County Fleet Manager has determined the vehicle is fit for service.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the above referenced vehicle be used by the Jefferson County Sheriff for the purpose of transporting prisoners.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Fleet Manager is authorized to execute any documents necessary to enter said vehicle into service.

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

Communication was read from Roads & Transportation recommended the following:

1. AT&T Corporation to install 2,485' of buried cable at 600 Houston Street in Mulga.

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

Apr-11-2013-263

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and the City of Clay for use of County forces for roadway services to be billed based on work completed at the rate of \$65 an hour for equipment and \$35 per hour for personnel. (Exhibits on file in the Minute Clerk's Office)

CONTRACT FOR ROADWAY SERVICES

This Agreement is entered into this day of , 20 , by and between Jefferson County, Alabama, a political subdivision of the State of Alabama, (hereinafter called "the County"), and the City of Clay, Alabama, a municipal corporation, (hereinafter called "the City").

WHEREAS, certain thru-roads located within the municipal limits of the City have been determined by the City to be in need of immediate repair, maintenance and/or improvement as more particularly described in the Schedule of Work attached hereto (the "Schedule of Work") (on file in the Minute Clerk's Office); and

WHEREAS, the City desires to contract with the County to purchase certain roadway maintenance services from the County; and
WHEREAS, the County and the City desire to cooperate with one another to cause the Schedule of Work to be performed at the

earliest practicable date.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE AND BELOW, the City and County do mutually agree as follows:

Section 1. Performance of Work.

The County will cause the Schedule of Work (attached hereto as Exhibit "A") to be performed by its own forces but in any event in compliance with any and all rules, laws and regulations applicable to its undertaking, performance and completion of the Schedule of Work, including but not limited to, DOT regulations, public bid laws, and the related authority of any governmental body exercising jurisdiction (separately, concurrently or otherwise) over the parties and/or the undertakings of the parties pursuant hereto. This contract will terminate on September 30, 2013.

Section 2. Cost.

The County will provide roadway maintenance service in accordance with the labor, material and equipment price terms which are attached hereto as Exhibit B.

Each party shall maintain true and accurate books of account and records relating to the cost of the Schedule of Work supported by cancelled checks, vouchers, receipts, certificates, invoices, warrants, purchase orders and similar documentation, all which shall be open to inspection and copying by the parties and their duly authorized representatives upon reasonable notice, and at reasonable hours during normal business days.

Section 3. Payment.

At least five (5) days prior to the commencement of any services by the County, the City shall escrow with the County \$3000.00, the estimated cost for materials outlined in the Scope of Work. Should the escrow be extinguished prior to end of year then City will replenish escrow with sum equal to or greater than original sum. The City will reimburse the County for equipment and labor costs within thirty (30) days of invoicing of the same. Equipment and labor shall be billed based on hourly rates outlined in attached Schedule "B".

Section 4. No Inference of Control.

Neither the County's execution of this Agreement nor the performance of its undertakings hereunder shall in any way constitute an admission, acceptance or indicia of control of the roadways identified in the Schedule of Work notwithstanding any course of dealing or performance to the contrary.

The County will not assume any risk, liability or further responsibility for the roadways identified in the Schedule of Work except for issues related to workmanship for up to one (1) year from the date of completion..

Section 5. Termination.

Notwithstanding anything in this Agreement to the contrary, this Agreement shall be terminated and of no further effect in the event that the respective governing bodies for either party fails to approve appropriations for the funds otherwise necessary to allow the party to fulfill its future obligations hereunder.

This contract may be terminated by the County with a five (5) day written notice to the other party regardless of reason. In the event the County terminates the contract for convenience, the County shall reimburse the City the difference between advance payments received by the County for materials not used prior to the effective date of the termination.

Additionally, the City agrees to reimburse the County: (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination; and (2) for expenses sustained prior to the effective date of termination in performing services and

furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work.

Anything in this Agreement to the contrary notwithstanding, the County may immediately suspend any and all work to be performed hereunder in the event that the County is not paid or reimbursed by the other party for the cost of the work within thirty (30) days of invoicing of the same.

Section 6. Authority.

Each of the parties hereto does hereby represent and warrant that it has taken all necessary action for the approval of this Agreement and that the signature of its representative below has been duly authorized and is binding upon such party. Each of the parties hereto does further represent and warrant that this Agreement shall be enforceable against such party upon the execution hereof by such party's duly authorized representative.

Section 7. Assignment.

Neither this Agreement nor any of the rights or duties hereunder may be assigned or otherwise transferred in any way by either party hereto, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other party, which consent may be conditioned upon execution of an undertaking by the assignee pursuant to which the assignee agrees to assume the obligations of the assignor and to fulfill the assignor's duties hereunder, but such consent shall not otherwise be unreasonably withheld, conditioned or delayed.

Section 8.

Notices. All notices and other communications required or permitted to be given under this agreement shall be in writing and shall

be delivered either by (i) hand delivery, (ii) a recognized overnight courier who maintains verification of delivery (deemed to be received on a date delivered), (iii) United States mail, registered or certified, postage prepaid, return receipt requested (deemed received three (3) days after such mailing), or (iv) electronic mail (deemed received on the date sent providing the electronic mail was properly addressed and disclosed the number of pages transmitted and that the transmission report produced indicates that each of the pages of the electronic mail were received at the correct account) to each of the respective parties as follows:

If to the City: City of Clay, Alabama

Attention: Ronnie Dixon, City Manager
P. O. Box 345
Clay, Alabama 35048-0345
rdixon a@clayalabama.org (Electronic Mail)

If to the County:

Jefferson County, Alabama
Attention: E. Wayne Sullivan, Director
716 Richard Arrington Jr. Blvd. N., A-200
Birmingham, Alabama 35203
sullivanw a@jccal.org (Electronic Mail)

Either party may change its address at any time by written notice to the other party in the manner set forth above.

Section 9. Governing Law.

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

Section 10. Force Maieure.

Neither party is responsible for delays due to causes or occurrences beyond its control including, but not limited to, civil disobedience, acts of God, casualty or accident, war, labor disputes, or the like.

Section 11. Successors and Assigns.

This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

Section 12. No Third Parties Benefitted.

This Agreement is made and entered into solely for the benefit of the City and the County, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

Section 13. Further Assurances.

Each party hereto shall take any and all reasonable actions as may be necessary or appropriate from time to time to effectuate the provisions of this Agreement.

Section 14. Miscellaneous.

This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. The captions used herein are for convenience and shall not control interpretation of the text.

Section 15. Authority.

Each individual signing on behalf of a party hereto represents and warrants that he or she is authorized by such party to execute this Agreement on behalf of such party.

Section 16. Counterparts.

This Agreement may be executed in any number of counterparts, by original or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

JEFFERSON COUNTY, ALABAMA

CITY OF CLAY

W. D. Carrington, President

_____, Mayor

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

Apr-11-2013-264

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Supplemental No. 3 to the agreement between Jefferson County, Alabama and Engineering Design Technologies for the Patton Chapel Road Widening Project to change the scope of work and to extend completion date by six months, to end October 1, 2013, in the amount of \$31,687(total agreement amount \$332,264).

SUPPLEMENTAL #3 TO AGREEMENT TO PROVIDE
JEFFERSON COUNTY DEPARTMENT OF ROADS AND TRANSPORTATION
DESIGN AND CONSTRUCTION PLANS FOR THE WIDENING OF
PATTON CHAPEL ROAD FROM CRAYRICH DRIVE TO CHAPEL LANE

This document shall AMEND the scope of the original AGREEMENT identified as DESIGN AND CONSTRUCTION PLANS FOR THE WIDENING OF PATTON CHAPEL ROAD FROM CRAYRICH DRIVE TO CHAPEL LANE, dated July 17, 2007, Minute Book 154, Pages 50-59, by and between Jefferson County in the State of Alabama (hereinafter referred to as the COUNTY), and Engineering Design Technology, Inc. (hereinafter referred to as the CONSULTANT).

WITNESSETH

WHEREAS, the COUNTY desires to incorporate additional services of CONSULTANT to amend the design criteria to change the Super-elevation Tables from 6% to 4% required to minimize the impacts to the homeowner's front yard under provisions of ARTICLE VI - MISCELLANEOUS PROVISIONS, SECTION 1 - CHANGES OF WORK.

WHEREAS, the CONSULTANT shall provide all professional services necessary for the design and production of complete construction plans for the widening of Patton Chapel Road from Crayrich Drive to Chapel Lane.

NOW, THEREFORE, the COUNTY and CONSULTANT hereby AMENDS the AGREEMENT as follows:

I. ARTICLE I - SCOPE OF WORK

- 1. Re-design and update roadway plans to reflect change in Super-elevation Tables.
- 2. Re-survey affected area.
- 3. Change Right-Of-Way map, tract sketches and deeds to reflect required changes.

II. AMENDMENT TO ARTICLE IV - TIME OF BEGINNING AND COMPLETION

The CONSULTANT shall complete the Scope Of Work as outlined in this Supplemental within six (5) months after execution of this document. The amended expiration date shall be October 1, 2013.

III. AMENDMENT TO ARTICLE V - PAYMENT

For the work completed under this Supplemental Agreement the CONSULTANT will be compensated as follows:

- A. The Lump Sum of One Thousand Five Hundred Thirty Six Dollars (\$1,536) shall be total compensation for the additional survey work.
- B. The Lump Sum of One Thousand Seven Hundred Forty Dollars (\$1,740) shall be total compensation for the Right-of-Way map, tract sketches and deeds.
- C. The Lump Sum of Twenty Eight Thousand Four Hundred Eleven Dollars (\$28,411) shall be total compensation for the additional roadway plan changes.
- D. For the work contemplated under this Agreement the CONSULTANT shall be compensated a maximum Lump Sum of Thirty One Thousand Six Hundred Eighty Seven Dollars (\$31, 687).

Payment will be made in monthly installments and in amounts relative to the progress of work and subject to such evidence as the COUNTY may deem necessary.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the 13th day of March, 2013.

ENGINEERING DESIGN TECHNOLOGIES, INC.

Zachary Robertson, Vice President

RECOMMENDED:

E. Wayne Sullivan

Director/County Engineer

ATTEST:

JEFFERSON COUNTY COMMISSION

W. D. Carrington

President

Minute Clerk

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

Apr-11-2013-265

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that a Public Hearing be held on May 16, 2013, at the Regular Meeting of the County Commission at the Birmingham Courthouse for the purpose of considering a petition for annexation of property by the Rocky Ridge Fire District. Be it further resolved that notice hereof be published in the Birmingham News at least 15 days prior to the hearing.

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

Item Number 1 under New Business on the Regular Commission Meeting agenda was pulled.

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

Apr-11-2013-266

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the agreement between Jefferson County, Alabama and University of Alabama Health Services Foundation, P.C. to the Master Agreement to substitute a revised Addendum 1 to provide a flat fee of \$85.00 for each echocardiogram interpretation and to include Addendum 9 to provide part-time orthopedic surgeons for two (2) clinic days per week

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and University of Alabama Health Services Foundation, P.C. (hereinafter called "the Contractor") The effective date of this agreement shall be April 1, 2013.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on January 31, 2013, at M.B. 164, Pg. 327, is hereby amended as follows:

The contract is amended to substitute a revised Addendum 1 (attached hereto) to provide a flat fee of \$85.00 for each echocardiogram interpretation.

The contract is amended to include Addendum 9 (attached hereto) to provide part-time orthopedic surgeons for two (2) clinic days per week.

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

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

CONTRACTOR

Executive Vice President

ADDENDUM 1

To that certain

Master Agreement Between Contractor and

The University of Alabama Health Services Foundation
Cardiology Clinical Services

PURPOSE

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

SECTION 1

SERVICES

1.1 Cooper Green Mercy. UAHSF shall provide a Cardiology Physician to staff the Contractor's owned and operated Cooper Green Mercy. UAHSF shall be responsible for providing or arranging for physicians assigned to provide the services. UAHSF shall have the non-exclusive right and duty to provide Physician staffing at Cooper Green Mercy one half-day clinic session per week for a total of a four (4) hour session. The parties shall work together to determine the schedule for said services.

1.2 Compensation. During the term of this Agreement Cooper Green Mercy shall pay UAHSF at a monthly rate of \$4,997 Dollars based upon the most recent MGMA Physician Compensation and Production Survey. Compensation is targeted at the Survey's Median Level by specialty. In addition, the median compensation level will be increased to reflect UAHSF benefit rate and specialty specific malpractice insurance. The monthly rate will be adjusted based upon the time commitment or additional clinic sessions as requested by Cooper Green Mercy and as agreed to by UAHSF to provide services at the designated clinic in an agreement signed by both parties. Additionally, UAHSF shall be paid a flat fee of \$85.00 for each echocardiogram interpretation.

SECTION 2

TERM AND TERMINATION

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

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

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Addenda #1.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

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

Reid F. Jones

Executive Vice President

ADDENDUM 9

To that certain

Master Agreement Between Contractor and
The University of Alabama Health Services Foundation
Orthopedics Clinical Services

PURPOSE

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

SECTION 1

SERVICES

1.1 Cooper Green Mercy. UAHSF shall provide an Orthopedic Surgeons to staff the Contractor's owned and operated Cooper Green Mercy. UAHSF shall be responsible for providing or arranging for surgeons assigned to provide the services. UAHSF shall have the non-exclusive right and duty to provide surgeon staffing at Cooper Green Mercy two (2) clinic days per week for a total of eight (8) hours per session. The parties shall work together to determine the schedule for said services.

1.2 Compensation. During the term of this Agreement Cooper Green Mercy shall pay UAHSF at a monthly rate of \$23,119 based upon the most recent MGMA Physician Compensation and Production Survey. Compensation is targeted at the Survey's Median Level by specialty. In addition, the median compensation level will be increased to reflect UAHSF benefit rate and specialty specific malpractice insurance. The monthly rate will be adjusted based upon the time commitment or additional clinic sessions as requested by Cooper Green Mercy and as agreed to by UAHSF to provide services at the designated clinic in an agreement signed by both parties.

SECTION 2

TERM AND TERMINATION

2.1 Term and Termination without Cause. Subject to the termination provisions of this Addendum and the Master Agreement, this

Addendum shall have a term beginning April 1, 2013 and ending January 31, 2014.

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

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Addenda #9.

JEFFERSON COUNTY COMMISSION

W. C. Carrington, President

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

Reid Jones

Executive Vice President

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

Apr-11-2013-267

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Preferred Provider Agreement between Jefferson Alabama d/b/a Cooper Green Mercy Health Services and Board of Trustees of the University of Alabama for the University of Alabama Hospital, The Callahan Eye Hospital Health Care Authority, and the University of Alabama Health Services Foundation, P.C., and the University of Alabama Ophthalmology Services Foundation P.C., to provide health care services.

2012-2013 PREFERRED PROVIDER AGREEMENT

COOPER GREEN MERCY HEALTH SERVICES

This is an Agreement between the Board of Trustees of the University of Alabama for the University of Alabama Hospital, The Callahan Eye Hospital Health Care Authority, (Hospitals) and the University of Alabama Health Services Foundation, P.C., and the University of Alabama Ophthalmology Services Foundation P.C., (Foundations) and The Jefferson County Commission d/b/a Cooper Green Mercy Health Services (County).

I. RECITALS

1.1 County is duly licensed to do business in the State of Alabama and seeks to make quality health services available to its Beneficiaries.

1.2 Hospitals are acute care hospitals, duly licensed by the State of Alabama and accredited by the Joint Commission on the Accreditation of Healthcare Organizations.

1.3 Foundations are not-for-profit professional corporations incorporated under the laws of the State of Alabama. The Foundations employ physicians who work in the Hospitals and are members of the regular or part-time faculty of the School of Medicine or the School of Dentistry of the University of Alabama.

1.4 The Hospitals and Foundations desire to contract with County in order to provide services to County's Beneficiaries in a cost-effective manner.

II. DEFINITIONS AND PAYMENT AND AUTHORIZATION PROCEDURES

2.1 Covered Services means health care services provided to Beneficiaries by Hospitals and Foundations, including but not limited to UAB Hospital, UAB Highlands, UAB Spain Rehabilitation Hospital, UAB Center for Psychiatric Medicine, The Kirklin Clinic, The Kirklin Clinic at Acton Road and other clinics of Hospitals and Foundations. Hospitals and Foundations will not be required to provide Covered Services to any Beneficiary that are not offered by Hospitals and Foundations or where there is limited capacity at the Hospitals or Foundations as determined by the Hospitals and Foundations. Exclusions to the Covered Services are outlined as Attachment A.

2.2 Beneficiary means Jefferson County residents who are approved for coverage by Jefferson County, as evidenced by their inclusion on the County's Approved Beneficiary List. County shall maintain the Approved Beneficiary List and shall furnish Hospitals and Foundations with electronic access to the current Approved Beneficiaries List. If the electronic access is not available, County shall provide current list of Approved Beneficiaries on the 1st and 15th day of every month to Foundations and Hospitals in electronic format. The list shall include first, middle and last names, address, date of birth, sex, social security number and approval effective and termination dates of each Approved Beneficiary. County shall make its best efforts to provide Approved Beneficiaries with an Identification Card establishing Approved Beneficiary status.

2.3 Payment is due by County for Covered Services furnished to Beneficiaries within thirty (30) days of the receipt of an invoice from Hospitals and Foundations. Hospitals and Foundations shall submit such invoices monthly. If the payments are not received within 15 days

of due date, Hospitals and Foundations reserve the right to delay the furnishing of elective services to Beneficiaries.

2.4 Reimbursement for Covered Services shall be based on the Medicaid Enhanced Fee Schedule for Foundations Services and Medicaid Inpatient Per Diem rates and Medicaid Outpatient Fee Schedule for Hospitals Services. Parties agree that Hospital Inpatient and Outpatient reimbursement shall be "Case-Mix" adjusted. The initial Case-Mix weighting factor will be based on the previous contract period as calculated below. The Hospitals will compute their overall Medicaid Inpatient Case-Mix, excluding solid organ and bone marrow transplants, based on the most recently published CMS Medicare DRG relative weights. The Hospitals will also compute the Case-Mix of the Beneficiaries referred and admitted to Hospitals. The Case-Mix weighted Per Diem and Price per Outpatient Unit of Service shall be calculated using the following sample methodology:

Hospital's Current Medicaid Per Diem	\$1,689.66
Hospital's Medicaid Case-Mix (excluding solid organ and bone marrow transplants)	1.53
County Beneficiary's Case-Mix	2.87
Case-Mix Weighted Per Diem ($2.87/1.53 = 1.88 \times \1689.66)	\$3,169.49
Outpatient Current Medicaid Price per Unit of Service	\$200.00
Case-Mix Weighted Price per Unit of Service ($2.87/1.53 = 1.88 \times \200.00)	\$375.16

The Case-Mix weighting factor for the first 6 months will be based on patient utilization experience for the first six months of last year's Agreement using the same method described above and the first 6 months will be paid on this basis. For this Agreement, the calculation period shall be October 1, 2011 through March 31, 2012. The Hospitals' Case-Mix weighting factor will be adjusted on April 1, 2013 based on the previous six (6) months utilization (October 1, 2012 through March 31, 2013) under this Agreement. Hospitals shall be paid based on the updated Case-Mix weighting factor, effective April 1, 2013. Hospitals and Foundations shall be reimbursed for each inpatient and outpatient encounter for each patient covered under this Agreement. The calendar year inpatient day limit, Medicaid per diem and physician visit limitations and the outpatient visit limitation do not apply to reimbursement under this Agreement. Furthermore, the calculation for reimbursement for services provided by the physicians, including but not limited to hospital based physicians and regardless of the place of service, within a specialty (such as, Cardiology or Radiation Oncology) shall be Fee-for-Service based at Medicaid Enhanced Fee Schedule and determined by the services rendered by each individual physician to each individual patient covered under this Agreement.

Parties agree that Reimbursement for inpatient or outpatient surgeries, except those services listed below, shall be at \$2,400 per day and or per surgery at the Callahan Eye Hospital Health Care Authority. Procedure code numbers 76514 - Pachymetry Testing and 68761 - Punctum Plug shall be reimbursed at \$50.00 and \$145.00 per unit, respectively. All other services rendered by Callahan Eye Hospital Health Care Authority shall be reimbursed according to UAB Hospital reimbursement methodology. County shall reimburse Callahan Eye Hospital Health Care Authority for the actual cost of any subcontracted services provided to the Beneficiary and billed by Callahan Eye Hospital Health Care Authority. With the above exceptions, any outpatient or professional services provided at the Hospitals and Foundations, where there is not a Hospital Medicaid rate or Medicaid Enhanced Fee for Foundation services, such services shall be reimbursement at 50% of billed charges.

2.5 Access to Medical Records. Upon a reasonable written advance notice and subjected to any required patient consent and during regular business hours, Hospitals and Foundations shall allow County (including governmental agencies) to review and duplicate any records maintained pursuant to this contract in order to allow fiscal audit, medical audit, medical review, utilization review, and other periodic monitoring related to County patients only. Hospitals and Foundations shall also make County records available to applicable state and federal authorities and their agents involved in assessing the quality of care or investigating a County Beneficiary complaint. Upon request, Hospitals and Foundations shall assist in any such audit or review. If Hospitals and Foundations carry out any of its duties under this Agreement through an agreement with an individual or organization related to it, Hospitals and Foundations shall include in such agreement a requirement that such related party shall comply with this same requirement. Parties agree that such access to patient medical records shall be subject to Hospitals and Foundations policies and procedures related to access to Medical records and pursuant to section 4.6.

2.6 Beneficiary Referral Process and Authorization of Covered Services. Prior to a County Beneficiary referral to Hospitals and/or Foundations for Covered Services, the parties shall make best efforts to provide or obtain an authorization for services prospectively. However, Covered Services will be authorized retrospectively when it is not feasible for the parties to secure referral and authorization prior to the provision of Covered Services or the County fails to respond to requests for authorization in a timely manner. Hospitals and Foundations agree to make patient appointments at County's request prior to the receipt of an authorization, provided the authorization must be received within twenty-four hours from the time of referral and or appointment request. If an authorization is not received timely, then the Hospitals and Foundations may cancel such appointments at their discretion. Notwithstanding the foregoing, if the appointments are not cancelled or the service is emergent or Hospitals and Foundations are not aware at the point of service that the patient is a Beneficiary and the Covered Service is provided, then County agrees to issue a retrospective authorization for payment for such service rendered. Such authorizations shall

be communicated via e-mail or fax in a timely manner. Hospital or Foundations may request an authorization via e-mail, phone or fax and County shall respond to such authorization requests in timely manner. The Service Authorization Form with unique treatment authorization Control Number from County to Hospitals and Foundations shall include the Beneficiary demographics, including but not limited to the patient's full name, date of birth, social security number, sponsorship status and date or date range of the services authorized. Once a date range of services is authorized, the County will remain responsible for payment of those services even if the Beneficiary subsequently becomes unapproved for eligibility during the course of authorized services.

2.7 Post Inpatient Discharge Beneficiary Referral to County Ambulatory Care Center. At Beneficiary discharge from any inpatient treatment, the Beneficiary shall be referred to County ambulatory care center for follow-up care, diagnostic tests and/or procedures, provided such services are available at the County ambulatory care center. In the event the Beneficiary requires diagnostic tests and/or procedures that County does not provide and or are not available to the Beneficiary in a timely manner, and Hospitals and/or Foundations do provide, the Beneficiary may be referred to Hospitals and/or Foundations. This referral shall require a Service Authorization Form pursuant to the terms as outlined in section 2.6 above.

III. TERM AND TERMINATION

3.1 This agreement shall become effective for twelve (12) months beginning October 1, 2012 and ending September 30, 2013.

3.2 The terms of this Agreement shall apply to Covered Services that commence on or after the effective date of this Agreement.

3.3 This Agreement may be renewed for renewal terms of twelve (12) months upon the mutual written agreement of the parties, prior to the expiration of the then current term.

3.4 Either party reserves the right to terminate this agreement upon 30 days written notice with or without cause except that such termination shall be effective the last day of any month.

IV. RESPONSIBILITIES OF HOSPITALS AND FOUNDATIONS

4.1 Hospitals and Foundations shall provide Covered Services to Beneficiaries in the same manner as those services are provided to all other patients. Hospitals and Foundations shall not discriminate against any Beneficiaries in the provision of Covered Services.

4.2 Hospitals represent to County that at the time this Agreement is entered into, it possesses all licenses required by law to operate as a hospital in the State of Alabama; that it has been certified as meeting the Hospital Conditions of Participation for the Medicare program (Title XVIII of the Social Security Act of 1982, as amended); and that it is accredited by the Joint Commission on Accreditation of Healthcare Organizations. Hospitals agrees to maintain in good standing all such licenses, certifications and accreditations during such period of time as this Agreement is in effect and County reserves the right to terminate this Agreement immediately upon notice in writing to Hospitals if Hospitals fails to do so. Upon request, Hospitals agrees to furnish County with successive copies of Joint Commission on Accreditation of Healthcare Organizations certificates when such copies are received by Hospitals.

4.3 Hospitals agree to update and submit to County, upon request, a roster of active physicians on staff with admitting privileges at Hospitals.

4.4 Hospitals and Foundations agree that, upon termination of this Agreement for any reason, they will continue to provide Covered Services for specific conditions for which Beneficiary was an inpatient at the time of such termination, until such patient is discharged from the Hospital and County shall pay for such services in accordance with the terms of this Agreement.

4.5 Subject to compliance with Article XI, Hospitals and Foundations shall maintain for at least five (5) years, or longer periods required by law, all records relating to Covered Services and shall make such records available for inspection and audit upon reasonable prior notice by County, the applicable payer or governmental authorities having jurisdiction. Such access to records shall continue for a period of five (5) years following termination or expiration of this agreement.

4.6 Upon written request and subject to any required patient consent, Hospitals and Foundations agree to transfer a copy of the medical records of any Beneficiaries as requested subject to reimbursement of the maximum charge as set forth in section 12-21 6.1 of the Code of Alabama, which states that reasonable costs of reproducing copies of written or typed documents, or report shall not be more than one dollar (\$1.00) for each page of the first 25 pages, not more than 50 cents (\$.50) for each page in excess of 25 pages, and a search fee of five dollars (\$5.00). If the medical records are mailed to the person making the request, reasonable costs shall include the actual costs of mailing the medical records.

4.7 Hospitals and Foundations shall make best efforts to immediately notify County of any sanctions or exclusions by any governmental agency against any individual or entity that provides services to County-referred patients under this Agreement. Failure to comply with this provision could result in forfeiture of any and all monies due for services provided by above referenced individual or entity from the date of the sanction/exclusion forward.

V. RESPONSIBILITIES OF COUNTY

5.1 County agrees to guarantee payment to Hospitals and Foundations for all Covered Services provided to Beneficiaries in accordance with the provisions of Article VII.

5.2 County agrees to guarantee payment to Hospitals and Foundations for all Covered Services provided to Beneficiaries that were not

authorized by County, if Hospitals and Foundations can show that, at the time the patient was treated, the Hospitals and Foundations took reasonable steps to comply with the requirements of section 2.7 of this Agreement.

5.3 County agrees to make all past due payments within thirty days of the receipt of an invoice and execution of this Agreement.

VI. MARKETING, ADVERTISING AND PUBLICITY

6.1 None of the parties shall use either of the parties names, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without prior written notice from that party.

VII. PAYMENT AND BILLING

7.1 County shall arrange to pay Hospitals and Foundations based on claims sent to County's secured FTP site in an 837 format or repriced billings hand delivered on a CD or electronically sent to County on an excel spreadsheet pursuant to the terms of this Agreement.

7.2 Hospitals and Foundations shall not bill Beneficiaries for the difference between the payments agreed to in this Agreement and Hospitals' and Foundations' standard billed charges for Covered Services.

VIII. LIABILITY AND INSURANCE

8.1 Hospitals and Foundations shall only have a patient relationship with all Beneficiaries receiving Hospitals and Foundations services. County and Hospitals and Foundations are each independent entities. Nothing in this Agreement shall be construed or be deemed to create a relationship of employee and employer or principal and agent or any relationship other than that of independent parties working with each other solely for the purpose of carrying out the provisions of this Agreement.

8.2 Hospitals and Foundations and County at their sole expense, agree to maintain adequate insurance, or, in lieu of purchasing such coverage, Hospitals and Foundations and County shall be self-insured for professional liability and comprehensive general liability, and such other insurance, as shall be reasonably adequate to insure Hospitals and Foundations and County and their employees against any event or loss which may impair the ability of Hospitals and Foundations and County to fulfill their obligations as outlined in this Agreement.

IX. GENERAL PROVISIONS

9.1 Scope of Agreement; Governing Law; Amendment; Waiver. This Agreement, together with Attachment A, contains the entire Agreement between County and Hospitals and Foundations. It shall be construed and governed in accordance with the laws of the State of Alabama. This Agreement may not be modified or amended except by mutual consent in writing by the duly authorized representatives of County and Hospitals and Foundations. Waiver or breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.

9.2 Assignment and Subcontracting. No assignment or subcontracting of the rights, duties or obligations of this Agreement shall be made by any party without the express written approval of a duly authorized representative of the other parties.

9.3 Confidentiality/Records Maintenance. County and Hospitals and Foundations agree to keep confidential and to take all reasonable precautions to prevent the unauthorized disclosure of any and all records of the other party required to be prepared and/or maintained by this Agreement.

9.4 Bankruptcy and Insolvency. Parties agree that the County is currently in bankruptcy. Notwithstanding the current bankruptcy status of the County, in the event that any party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to any proceedings under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then, at the option of the other party, this Agreement shall terminate immediately and be of no further force and effect. This section 9.4 is only applicable once the County is out of the bankruptcy.

9.5 Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage prepaid, and shall be sent by certified mail, return receipt requested, to County and to Hospitals and Foundations at the addresses below:

To County: Walter Jackson, Deputy County Manager

Jefferson County

716 Richard Arrington Jr. Blvd. North

Birmingham, AL 35203

To Hospital: Pam Faust

619 19th Street South

Birmingham, AL 35233

Jane Yoakum

500 22nd Street South, Suite 506

Birmingham, AL 35233

Libby Bailey

1720 University Blvd

Birmingham, AL 35233

To Foundations: Patricia Pritchett
General Counsel
500 22nd Street South, Suite 504
Birmingham, AL 35233
Rett Grover
1720 University Blvd, Suite 406
Birmingham, AL 35233

9.6 Authorization. Section 3.1 of this Agreement notwithstanding, this Agreement shall not be effective or binding on the parties hereto until executed by the properly authorized representatives of the County, Hospitals and Foundations. The County, Hospitals and Foundations each represent and warrant to the other parties that if necessary this Agreement has been properly approved by the governing board or body of the respective organization. Notwithstanding the execution by any other signatures on behalf of the Hospitals or the Foundations, this Agreement shall not be binding on the Hospitals or the Foundations until executed by the appropriately authorized person and approved by the Hospitals' and the Foundations' respective Executive Officers.

9.7 Title Not to Affect Interpretation. The paragraph and subparagraph headings in the Agreement are for convenience only, and they form no part of this Agreement and shall not affect its' interpretation.

9.8 Health Insurance Portability and Accountability Act. Regardless of any contrary provision(s) hereof, this Agreement may be amended in writing by Hospitals, Foundations or County as reasonably required for compliance with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (referred to in this Section as "HIPAA"), with any and all applicable regulations issued in any form under HIPAA, and with any amendment(s) to HIPAA and/or said regulations. Hospitals, Foundations or County promptly shall provide the other parties a copy of an amendment made pursuant to this Section, and said amendment shall be effective as of the dates specified therein, or if no such date is specified, as of the date required for compliance with both HIPAA and the regulations referred to above in this Section.

Insurance. The parties to this Agreement agree that each is an independent entity and each shall bear the risk of loss or liability occasioned by the acts or omissions of their respective employees, agents, representatives, and/or assigns. Each party further agrees to maintain in force during the term of this Agreement insurance or self-insurance coverage insuring against losses and liabilities occasioned by the acts or omissions of their respective employees, agents, representatives, and/or assigns.

In witness whereof, County and Hospitals and Foundations have executed this Agreement through a duly authorized officer as of the date noted below.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA FOR THE
UNIVERSITY OF ALABAMA HOSPITAL
William Ferniany, PhD
CEO UAB Health System

COUNTY
W.D. Carrington
President

Anthony Patterson, Interim CEO

The University of Alabama Hospital

UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION, P.C.

Reid F. Jones

Executive Vice President

UNIVERSITY OF ALABAMA OPHTHALMOLOGY SERVICES FOUNDATION, P.C.

Christopher Gfirkin, M.D.

CALLAHAN EYE HOSPITAL HEALTH CARE AUTHORITY

Brian Spraberry, CEO

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

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

"Grief knows no time... sunrise or sunset the pain of loss comes at last to each of us"

Rachel R. Arrington

WHEREAS, to everything there is a season; a time to be born and a time to die; a time to weep and a time to mourn; Ecclesiastes 3: 1,2,4; we are sustained in the belief that we are pilgrims passing through this earth to another shore where loved ones await our arrival; and

WHEREAS, Mr. Reuben Davis was born December 18, 1923 in Birmingham, Alabama where he lived, worked, worshiped, and served until his death; and

WHEREAS, Mr. Davis was educated in the Birmingham Public School System graduating from A.H. Parker High School, Booker T Washington Business College, and as well he attended a trade school in Flint Michigan; and

WHEREAS, Mr. Davis served his country enlisting in the U.S. Navy during WWII, and upon discharge he joined the Navy Reserve and retired after 20 years ; and

WHEREAS, Mr. Davis married the love of his life Mrs. Naomi Embry Davis and to this union two children were born Michael J. Davis and Ms. Gayle Davis. They were the proud grandparents of two grandchildren Michael Jr. and Gabrielle Davis; and

WHEREAS, pursuant a resolution by the County Commission in January of 1987 that created a five- member- commission, Mr. Davis along with Commissioner Chris McNair became the first African Americans to sit on the Jefferson County Commission for the term 1987-1991. Mr. Davis was the oversight commissioner of Health and Human Services; and

WHEREAS, Mr. Davis accomplishments were many the followings were but a few; he worked to restore the Old Bessemer Baptist Church with Ms. Marjorie White, he was a strong civil rights advocate, he advocated for Cooper Green, he loved photography, he traveled extensively, he confessed Christ at an early age at Bethel Baptist Church where he remained until his passing serving as Chairman of the Deacon Board and teaching Sunday school.

NOW THEREFORE, UPON THE RECOMMENDATION OF COMMISSIONER SANDRA LITTLE BROWN, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION OF THE STATE OF ALABAMA that even as we mourn his death, we give thanks for the blessing of Mr. Reuben Davis's life and extend our deepest sympathy to his family, for whom a copy of this resolution is provided with our sincere condolence.

Signed at the Jefferson County Courthouse in Birmingham, Alabama on the 11th day of April, 2013.

W.D. Carrington, President

Sandra Little Brown, President Tempore

George Bowman, Commissioner

T. Joe Knight, Commissioner

James A. Stephens, Commissioner

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

Commissioner Carrington stated the Administrative Services Committee would meet Friday, April 12, 2013 at 10:15 a.m. and that the April 11, 2013 Regular Meeting of the Jefferson County Commission would reconvene fifteen (15) minutes after the conclusion of the Committee Meeting but no earlier than 10:45 a.m.

The Commission met in Work Session on April 12, 2013, and approved an item to be considered at the reconvened April 11, 2013, Regular Commission Meeting:

· Commissioner Carrington, Administrative Services Committee - resolution to terminate employment of County Attorney Jeff Sewell.

The Commission Meeting was re-convened Friday, April 12, 2013 at 2:05 p.m. with the following members present:

District 1 George F. Bowman

District 2 Sandra Little Brown

District 3 James A. (Jimmie) Stephens

District 4 Joe Knight

District 5 David Carrington

Commissioner Carrington stated that Mr. Sewell will be involuntarily retired and will be paid all of his accrued vacation leave and all of his accrued sick leave pursuant to the County's sick leave conversion procedure. The Commission acknowledges the foregoing.

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, April 25, 2013.

President

ATTEST

Minute Clerk