

STATE OF ALABAMA)

JEFFERSON COUNTY) January 9, 2007

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

District 1 Larry Langford

District 2 Shelia Smoot

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Smoot seconded by Commissioner Humphryes that the Minutes of January 2, 2007, be approved. Voting "Aye" Smoot, Humphryes, Carns, Collins and Langford.

STAFF DEVELOPMENT

Multiple Staff Development

Sheriff's Department/2 Participants

Rodney Robinson	Birmingham, Alabama	\$295.00
Felicia Rucker	Death & Homicide Investigations	\$295.00
	January 3-5, 2007	

Sheriff's Department/4 Participants

Chuck Underwood	Atlanta, Georgia	\$840.90
Ryan J. Strickland	National Criminal Enforcement Assn. Advanced Criminal	\$840.90
Tim A. Sanford	Patrol Seminar	\$840.90
Byron Jackson	February 5-9, 2007	\$840.90

Individual Staff Development

Shelia Smoot	Commission	Hoover, Alabama	\$195.00
		EDAA Winter Conference	
		January 31 - February 2, 2007	

Linda Goldblatt	Finance	Washington, D.C.	\$963.10
		GFOA Committee on Governmental Debt & Fiscal Policy	
		January 17-20, 2007	

Alicia Buster	Sheriff's Dept.	Tuscaloosa, Alabama	\$125.00
		Certified Governmental Accounting Technical Program	
		January 17, 2007	

Motion was made by Commissioner Langford seconded by Commissioner Carns that the Staff Development be approved. Voting "Aye"

Langford, Carns, Collins, Humphryes and Langford.

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

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

1. INFORMATION SVCS -NETWORK FROM INTERACTIVE SOLUTION INC, MEMPHIS, TN, FOR TANDBERG CENTRIX 1700 MXP VIDEO WORKSTATION AND 12 MONTH SUPPORT.

REFERENCE TAG# 784158, 784160 \$21,300.00 TOTAL REFERENCE PO# 264014

REFERENCE BID# 67-06

2. INFORMATION SERVICES - TECH SERVICES FROM DELL INC, ROUND ROCK, TEXAS, TO PURCHASE DUEL CORE XEON PROCESSOR PE 2950 SERVER. REFERENCE BID# 82-03 \$10,149.00 TOTAL
3. REVENUE DEPT - ADMINISTRATION FROM TATA INFOTECH LIMITED, SCHAUMBURG, IL, MAINTENANCE SUPPORT FOR TAX MANTRA SOFTWARE, INDIA BASED SILVER SUPPORT FOR THE PERIOD OF 01/01/0703/31/07. REFERENCE TAG# 785321 \$62,500.00 TOTAL REFERENCE PO# 263996 REFERENCE BID# 223-05
4. COOPER GREEN HOSPITAL FROM MEDISOLUTION, CITY OF INDUSTRY, CA, TO PAY INVOICE FOR HUMAN RESOURCE INFORMATION SYSTEM MAINTENANCE FROM I/1/2007 THRU 12/31/2007. REFERENCE TAG# 784803 \$15,930.00 TOTAL REFERENCE PO# 264089 REFERENCE BID# 186-02
5. PERSONNEL BOARD / ADMINISTRATION FROM TECHNICAL INNOVATION, BIRMINGHAM, AL, TO SERVICE CONTRACT FOR AUDIO VISUAL EQUIPMENT. REFERENCE BID# 59-07 \$32,107.00 TOTAL
6. CLEARWATER LAND TRUST FROM JOHNSTON, BARTON PROCTOR & POWELL, LLP, BIRMINGHAM, AL, FOR LEGAL SERVICES RENDERED ON BEHALF OF THE CLEARWATER LAND TRUST FOR THE PERIOD TO DECEMBER 31, 2006. REFERENCE TAG# 784723 \$33,356.72 TOTAL
7. LAND DEVELOPMENT FROM LEE AND SON'S LAWN CARE, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING P.O. 235744 FOR CONTRACTOR TO PROVIDE LANDSCAPING SERVICES TO THE COUNTY OWNED FLOOD MITIGATION PROPERTIES AS NEEDED. REFERENCE TAG# 622900 \$40,000.00 TOTAL REFERENCE BID# 88-05
CONTRACT APPROVED BY THE COMMISSION ON 4-26-05 AND RECORDED IN MINUTE BOOK 148, PAGES) 53-54.
8. ENVIRONMENTAL SERVICES FROM SERVPRO OF ALABAMA, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING P.O. 239803 FOR CONTRACTOR TO PROVIDE SEWER CLEAN UP SERVICES TO THE COUNTY ON AN AS NEEDED BASIS. REFERENCE TAG# 666930 \$50,000.00 TOTAL REFERENCE BID# 206-05
9. SAP IMPLEMENTATION PROJECT FROM LOGICAL CHOICE TECHNOLOGIES, DULUTH, GEORGIA FOR SUN SERVERS AND EQUIPMENT. \$683,979.47 TOTAL REF BID 379-06 REF PO# 264292

Motion was made by Commissioner Langford seconded by Commissioner Humphries that the Purchasing Minutes be approved.

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
January 9, 2007

Vendor Number	Vendor	Description	Department	Amount
JOINT RESPONSIBILITY				
01	0012234	MATTHEW BENDER & CO INC	LEXISNEXIS REVISED HARD COPY	BD OF EQUALIZATION 139.00
ROADS & TRANSPORTATION				
02	0017813	INTERNATIONAL RIGHT OF WAY ASSOC	MEMBERSHIP JAMES HENDERSON	R&T: RIGHT OF WAY 220.00
03	0017813	INTERNATIONAL RIGHT OF WAY ASSOC	MEMBERSHIP G MIKE KEY	R&T: RIGHT OF WAY 220.00
04	0017813	INTERNATIONAL RIGHT OF WAY ASSOC	MEMBERSHIP LINDA WEBSTER	R&T: RIGHT OF WAY 205.00
05	0017813	INTERNATIONAL RIGHT OF WAY ASSOC	MEMBERSHIP ALAN DODD	R&T: RIGHT OF WAY 220.00
06	0017813	INTERNATIONAL RIGHT OF WAY ASSOC	MEMBERSHIP PATRICK LEWIS	R&T: RIGHT OF WAY 220.00
07	0017813	INTERNATIONAL RIGHT OF WAY ASSOC	MEMBERSHIP JAMES MILLER	R&T: RIGHT OF WAY 205.00
08	0030636	TANGLEWOOD CORP	REFUND BUILDING PERMIT	INSPECTION SERVICES 621.00
ENVIRONMENTAL SERVICES				
09	0015334	CSX TRANSPORTATION INC	RIGHT OF WAY	VALLEY WWTP PROJECTS 10700.00
HEALTH AND HUMAN SERVICES				
10	0010268	AMERICAN ACADEMY OF FORENSIC	MEMBERSHIP JAY GLASS	CORONER/MEDICAL EXAM 145.00
11	0010268	AMERICAN ACADEMY OF FORENSIC	MEMBERSHIP GARY SIMMONS	CORONER/MEDICAL EXAM 145.00
12	0010268	AMERICAN ACADEMY OF FORENSIC	MEMBERSHIP GREG DAVIS	CORONER/MEDICAL EXAM 145.00
13	0010268	AMERICAN ACADEMY OF FORENSIC	MEMBERSHIP ROBERT BRISSIE	CORONER/MEDICAL EXAM 145.00
14	0011947	JEFFERSON CLINIC PC	KOMEN FOUNDATION GRANT	CGH: WOMEN'S CLINIC 58563.00
15	0015507	ALA CORONERS ASSOCIATION	ASSOCIATION DUES JAY GLASS	CORONER/MEDICAL EXAM 100.00
16	0015507	ALA CORONERS ASSOCIATION	ASSOCIATION DUES ROBERT BRISSIE	CORONER/MEDICAL EXAM 100.00
17	0025158	JOSEPH DOSS	LIABILITY INSURANCE REIMBURSEMENT	CGH: ADMINISTRATION 120.00
18	0032483	INPHYNET	REFUND ER PHYSICAL FEE	CGH: ADMINISTRATION 738.00
19	0034438	CHELINDA H COTTRELL	LIABILITY INSURANCE REIMBURSEMENT	CGH: ADMINISTRATION 120.00

20	0034441	CHARLES W HALL	LIABILITY INSURANCE REIMBURSEMENT FINANCE AND GENERAL SERVICES	CGH: ADMINISTRATION	120.00
21	0010670	GWEN BRYANT HAYWOOD	TRAVEL REIMBURSEMENT	FAMILY COURT-ADMINISTRATION	118.22
22	0011499	GIATTINA FISHER AYCOCK INC	REIMBURSABLE EXPENSES	GEN SVCS: ADMINISTRATION	5270.73
23	0011499	GIATTINA FISHER AYCOCK INC	REIMBURSABLE EXPENSES	GEN SVCS: ADMINISTRATION	1580.82
24	0011499	GIATTINA FISHER AYCOCK INC	ARCHITECTURAL SERVICES	GEN SVCS: ADMINISTRATION	1919.99
25	0011499	GIATTINA FISHER AYCOCK INC	ARCHITECTURAL SERVICES	GEN SVCS: ADMINISTRATION	2931.25
26	0013570	CITY OF TRUSSVILLE	REIMBURSEMENT FOR CONSUMPTION	FINANCE SEWER SERVICES	2635.41
27	0024448	THE BOND BUYER	SUBSCRIPTION STEVE SAYLER	FINANCE ADMINISTRATION	1997.00
28	0037568	DONALD BROWN	CLEAN UP FROM ELECTION	GEN SVCS: ELECTIONS	40.00
29	0038194	Y CATERING	MEALS FOR HOLIDAY CHEER EVENT	OFFICE OF SENIOR CITIZENS	18079.50

INFORMATION TECHNOLOGY

30	0022059	EDAA	MEMBERSHIP SHELIA SMOOT	COMMISSIONER, DISTRICT	214.00
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Motion was made by Commissioner Langford seconded by Commissioner Humphryes that the Unusual Demands be approved.

Voting "Aye" Langford, Humphryes, Carns, Collins and Smoot.

REQUEST FOR CERTIFICATION

Tax Collector - Birmingham

Administrative Assistant I

General Services - Crafts

Painter

General Services - Environmental Services

Laborer I

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

Voting "Aye" Langford, Carns, Collins, Humphryes and Smoot.

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Board of Equalization \$0

Delete a Laborer III (unclassified) and add an Administrative Assistant I (Gr. 10). Annual difference \$13,836. No Additional Funds Required.

B. OTHER BUDGET AMENDMENTS

2. General Services - 2121 Building \$60,000

Shift funds to purchase upgrade for Kronos system. No Additional Funds Required.

3. General Services - 2121 Building \$180,000

Shift funds and add purchasing memorandum to purchase and install a UPS system. No Additional Funds Required.

4. General Services Administration \$11,000

Shift funds for contract for Phase II Environmental Site Assessment for service station located at 8th Avenue North and 23rd Street. No Additional Funds Required.

C. FOR INFORMATION ONLY

Personnel Board \$0

Add System Analyst position (Gr. 28). Annual cost \$70,782.07. No Additional Funds Required.

Sheriff's Department - Birmingham \$268,000

Shift funds and add purchasing memorandum for the purchase of nine patrol units. No Additional Funds Required.

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

Jan-9-2007-45

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the purchase of property by the Black Warrior-Cahaba River Land Trust from Edwin and Dorothy Kewish is hereby approved in accordance with the terms of the REAL ESTATE PURCHASE AGREEMENT for a purchase price estimated to be \$1,263,920.01, subject only to adjustments in the closing costs.

BE IT FURTHER RESOLVED that the Finance Director is directed to issue a check from the SEP sub-account in the amount of \$1,263,920.01 payable to the law firm of Johnston, Barton, Proctor and Powell, LLP.

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

Jan-9-2007-46

WHEREAS, Jefferson County, Alabama has undertaken a Housing Rehabilitation Loan Program in an effort to preserve dwelling units occupied by low income families, and thereby facilitate and protect the health, safety and welfare of the residents of the Jefferson County Community Development Consortium Area; and

WHEREAS, Barbara J. Crow, owner(s) of the dwelling unit located at 617 Park Lane, Fultondale, Alabama, was granted a Housing Rehabilitation Loan in the amount of \$8,750.00; and

WHEREAS, a mortgage was executed in Real Volume 9701, Page No. 0471 in the office of the Judge of Probate Court of Jefferson County; and

WHEREAS, the owner has paid in full on said mortgage; and

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that a Full Satisfaction of Recorded Lien be executed to release and satisfy said mortgage; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute said Full Satisfaction of Recorded Lien on behalf of the County.

FULL SATISFACTION OF RECORDED LIEN

Know All Men By These Presents, That, the undersigned Jefferson County, Alabama, Bettye Fine Collins, President, Jefferson County Commission, acknowledges full payment of the indebtedness secured by that certain Real Property mortgage executed by Barbara J. Crow, which said mortgage was recorded in the office of the Judge of Probate Court of Jefferson County, Alabama, in Real Volume 9701, Page No. 0471, and the undersigned does further hereby release and satisfy said mortgage.

In Witness Whereof, the undersigned, Jefferson County, Alabama, has Caused these presents to be executed this _____ day of _____, 2007.

Jefferson County, Alabama

Bettye Fine Collins, President

Jefferson County Commission

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

Jan-9-2007-47

Whereas, Jefferson County, through its Office of Community Development, will undertake various projects as part of its ongoing Community Development Block Grant programs; and

Whereas, the Jefferson County Office of Community Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

Whereas, only when no significant environmental impact, other than beneficial, is determined or anticipated to result from a project as a result of the Environmental Review, the Office of Community Development will submit a "Finding of No Significant Impact" to the President of the Jefferson County Commission for execution.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President Bettye Fine Collins is authorized and hereby directed to execute the Finding of No Significant Impact for the Graysville Senior Center Expansion Project (CD05-03A-A02M3-GCS).

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

Jan-9-2007-48

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed pursuant to making application to the U.S. Department of Housing and Urban Development for Community Development Block Grant funds; and

Whereas, the Jefferson County Office of Community Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

Whereas, only when the required and appropriate environmental review techniques processes have been completed will the Office of Community Development submit a Request for Release of Funds to the President of the Jefferson County Commission for execution; and

Whereas, the Chief Executive Officer of the jurisdiction submitting application for said funding is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by the applicant.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President Bettye Fine Collins is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the Graysville Senior Center Expansion Project (CD05-03A-A02M3-GCS) from the Community Development Block Grant Program.

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

Jan-9-2007-49

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins, be and she hereby is authorized, empowered and directed to execute the Cooperation Agreement between Jefferson County, Alabama and the City of Fairfield for the Fairfield City Park Improvements Project (CD06-03F-B04M1-FCP). This project is from Program Year 2006. There is \$116,800 in federal Community Development Block Grant funds allocated to this project.

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

Jan-9-2007-50

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign the Workforce Investment Act (WIA) Individual Training Account (ITA) Provider Agreement for Adult Workers with the Alabama Benz Driving Academy for commercial driver's license training. This agreement will start on January 1, 2007 and end on June 30, 2007.

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

Jan-9-2007-51

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign the Workforce Investment Act (WIA) Individual Training Account (ITA) Provider Agreement for Dislocated Workers with the Alabama Benz Driving Academy for commercial driver's license training. This agreement will start on January 1, 2007 and end on June 30, 2007.

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

Jan-9-2007-52

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following appointments to serve on the Regional Planning Commission of Greater Birmingham, beginning upon approval and ending November, 2011, be and hereby is approved.

- | | |
|-------------------------------------|----------------------------|
| (a) Bettye Fine Collins - RPC Board | (f) Frank Humber |
| (b) Jim Carns - RPC Board | (g) J. T. Smallwood |
| (c) Bobby Humphries - RPC Board | (h) Barry Stephenson |
| (d) Larry Langford | (i) Dr. Frederick Hamilton |
| (e) Shelia Smoot | |

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

Jan-9-2007-53

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Bhate Associates, Inc. for a Phase II Environmental Site Assessment for the service station site located at the corner of 8th Avenue and 23rd Street in the amount of \$10,870.

CONTRACT

WHEREAS, Jefferson County, Alabama, herein called "the County", desires to contract for services; and

WHEREAS, the undersigned Bhate Environmental Associates, Inc. (Bhate) herein called "the Contractee", desires to furnish services to the County.

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

1. SCOPE OF WORK: Phase II Environmental Site Assessment; Service Station Site; 8th Avenue North and 23rd Street North, Birmingham, Alabama; Bhate Proposal No.: 065242. Soil and groundwater samples will be analyzed to help determine if previous site operations resulted in a release of petroleum and/or solvents to the soil and groundwater. The subject site consists of approximately 0.5 acres of developed property located at the intersection of 8th Avenue North and 23rd Street North in Birmingham, Alabama. A service station is located on the property. At least seven underground storage tanks (USTs), associated product lines, six fuel dispensers, and three garage bays with underground hydraulic lifts are located at the site. An eighth UST may be present based on the observation of eight vent pipes. Installation and sampling of soil borings and groundwater monitoring wells is recommended to help establish environmental baseline conditions at the site.
2. TERM OF WORK: This contract will be effective immediately upon approval and the schedule to complete this project through draft report preparation will be three (3) weeks following Bhate's receipt of your authorization to proceed. Contract can be terminated by either party with seven (7) days written notice.
3. RATE OF PAY: Contractee shall be paid the estimated costs of Ten Thousand Eight Hundred Seventy Dollars and 00/100. The costs represent Bhate's best estimates to perform the tasks. As with any program of this type, unforeseen conditions in the field or actions of third parties (e.g. weather delays, etc.) could affect final costs. Bhate will make every effort to remain within the budget and will inform the client immediately if unforeseen circumstances arise. No additional payment will be made above contract amount without written authorization from the County. Payment will be made in a lump sum at the end of the contract.
4. EXPENSES: NONE AUTHORIZED
5. INSURANCE: The Contractor will furnish Workman's Compensation, General Liability and Property Insurance to cover any damages to property by Contractor In the amount not less than the amount required by State Statue.
6. The County will furnish written authorization from land owner "right to enter property for testing purposes".
7. Non-Collusion Affidavit

This Non-collusion Affidavit must be completed and submitted with the Vendor's proposal.

STATE OF
COUNTY OF

I, _____, representing _____, upon oath depose and state that neither I, nor anyone in my organization, have employed any person outside of my organization to solicit or procure this contract.

I further depose and state that neither I, nor my organization, will make any payment or agreement of any compensation in connection with the procurement of this contract.

I further depose and state that there is no contract, agreement or arrangement, either oral or written, express or implied, contemplating any division of compensation for services rendered under this contract, or participation therein, directly or indirectly, by any other person, firm, or corporation, except as defined in the proposal.

I further depose and state that neither I, nor anyone in my organization, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

Signed:

Subscribed and sworn before me this day of _____, 2007

Notary:

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused these presents to be executed by heir duly authorized representatives this day of _____, 2007

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

BHATE ENVIRONMENTAL ASSOCIATES, INC.

By:

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

Jan-9-2007-54

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Ramona Munkus to provide consultant services for Records Retention & Destruction Project at Family Court beginning November 1, 2006 and ending April 30, 2007 in the approximate amount of \$18,720.

CONTRACT

WHEREAS, Jefferson County, Alabama, through the Family Court of Jefferson County, hereinafter referred to as "the Jefferson County Commission", desires to contract for services; and

WHEREAS, the undersigned, Ramona Munkus, herein called "the Contractee", desires to furnish services to the County.

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

1. SCOPE OF WORK: Contractee shall provide consulting services to complete the Records Retention and Destruction Project at Family Court (see Attachment A - on file in the Minute Clerk's office)
2. TERM OF WORK: The term of this contract shall be six (6) months from the contract execution date. Provided also that the County may cancel upon 30 days written notice to the Contractee.
3. RATE OF PAY: The Contractee shall be paid at the rate of \$18.00 per hour up to a maximum of 40 hours per week payable upon submission of a monthly invoice.
4. OTHER BENEFITS AND COMPENSATION: None
5. INDEPENDENT CONTRACTOR: The Contractee acknowledges and understands that the performance of this contract is as an independent contractor and, as such, the Contractee is obligated for workers' compensation, FICA taxes, occupational taxes, all applicable federal, state and local taxes, etc., and that the County will not be obligated for same under this contract.
6. NONDISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion, or handicap.
7. HOLD HARMLESS AND INDEMNIFICATION: To the extent allowed by law, both parties to this contract do hereby agree to indemnify, defend and hold the other party, its officers, employees, and agents harmless from and indemnify each against any and all claims, actions, damages, suits, proceedings judgments, liabilities and associated costs for bodily injury, death or property damage resulting from acts or omissions from the indemnifying party.
8. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
9. The Contractee agrees to operate under applicable federal, state, municipal and local laws, ordinances and codes, and must be certified and licensed by appropriate state agencies
10. Upon execution of contract the Contractee shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
11. Contractee and the Contractee representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to neither this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative this ____ day _____ 2006.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Ramona Munkus

Motion was made by Commissioner Langford seconded by Commissioner Humphries that the above resolution be adopted.

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

Jan-9-2007-55

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and AMI Risk Consultants, Inc. to perform actuarial analysis to the County's self-insured program as required by Human Resources in an amount not to exceed \$4,500.

CONTRACT NO. 308-06

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of November, by and between Jefferson County, Alabama, hereinafter called "the County", and AMI Risk Consultants, Inc., hereinafter called "the Contractor". The effective date of this agreement shall be December 1, 2006.

WHEREAS, the County desires to contract for actuarial analysis services for the Human Resources Department, hereinafter called "Human Resources"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No. 308-06, dated July 25, 2006, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by Human Resources. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:
 - Provide analysis to update the County's self-insured program
 - Provide actuarial analysis to update the County's expected costs for workers' compensation, general liability and auto liability claims
 - Issue a Statement of Opinion to the Director of the Human Resources Department and to the State of Alabama Department of Industrial Relations with the results of the analysis

The Director of Human Resources will initiate a request for other optional services as offered in the Contractor's response to the above referenced RFP should they be needed. Pricing will be negotiated separately from the price as referenced in Article 4 of this Contract.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional actuarial services to Human Resources at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2007. However, the Contract may be extended, at the County's option, for two (2) additional one year periods, not to exceed three (3) full years.
4. COMPENSATION: The Contractor shall be compensated for services rendered up to a maximum charge of \$4,500.00 for completion of actuarial analysis per the hourly rate shown below:

\$200/hour	Project Manager
\$200/hour	Consulting Actuaries
\$130/hour	Actuarial Assistants
\$50/hour	Clerical Staff
5. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
6. NONDISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
7. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department will information required for Form 1099 reporting and other pertinent data required by law.
8. TERMINATION OF CONTRACT: This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such

breach, the

County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

9. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

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

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

Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

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

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

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

CONTRACTOR:	JEFFERSON COUNTY, ALABAMA
Bob Ingco President	Bettye Fine Collins, President
AMI Risk Consultants, Inc.	Jefferson County Commission

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

Jan-9-2007-56

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Alabama Center for Occupational Medicine & Prevention, PC (ALACOMP) to provide pre-employment physical exams to prospective employees beginning October 1, 2006 and ending September 30, 2007 in the amount of \$20,000.

PERSONAL SERVICES CONTRACT

CONTRACT NO.299-06

THIS AGREEMENT entered into this 1st day of October, 2006, by and between Jefferson County, Alabama, hereinafter called "the County", and Alabama Center for Occupational Medicine & Prevention, P.C. (ALACOMP) hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2006.

WHEREAS, the County desires to contract for preemployment physical examination services for the Human Resources

Department, hereinafter called "Human Resources", and

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

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

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

2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No. 299-06, dated July 21, 2006, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by Human Resources. The Contractor shall provide physical examinations to prospective employees of the County in accordance with standards adopted and published by the Jefferson County Commission. All examinations shall be performed by P.C. physicians or physician extenders under the supervision of P.C. physicians. The examining physician shall provide written advice of the physical examination to the department head of the referring department of the County

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render preemployment physical examinations to prospective employees of the County at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2007. However, the Contract may be extended, at the County's option, for two (2) additional oneyear periods, not to exceed three full years.

4. COMPENSATION: The Contractor shall be paid at the following rate of the following schedule of charges:

<u>Service</u>	<u>Charge</u>
Regular Physical Exam.	\$70.00
CDL Physical	\$30.00
Chest X-ray	\$50.00
EKG	\$30.00

The Contractor shall submit monthly invoices to the Jefferson County Finance Department reflecting the identification of each individual examined and the referring department, along with each procedure performed and the separate charge reflected thereof. Additional procedures that may be required in some cases and that are not on the schedule of charges shall be billed at PMD rate for the professional component only.

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

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

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

8. TERMINATION OF CONTRACT: This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the

County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

9. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

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

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

Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

12. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit

of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

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

CONTRACTOR:	JEFFERSON COUNTY, ALABAMA
Anthony W. Richey, Administrator	Bettye Fine Collins, President
	Jefferson County Commission

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

Jan-9-2007-57

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the academic training contract of the following is hereby approved in accordance with Administrative Order No. 92-6: James J. Bor - Cooper Green Mercy Hospital.

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

Jan-9-2007-58

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of James D. Butler to serve on the McAdory Area Fire District Board of Trustees, beginning January, 2007 and ending January, 2012, be and hereby is approved.

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

Jan-9-2007-59

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the City of Bessemer to provide lighting improvements within DeBardelaben Park.

AGREEMENT

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and The City of Bessemer (hereinafter called the "Municipality").

WITNESSETH:

WHEREAS, the County Commission recognizes that municipalities constitute resources of the County that provide beneficial services, social and healthful activity and improve and enhance the quality of life for a substantial segment of citizens in Jefferson County; and

WHEREAS, Municipality has requested assistance from County with respect to the following described Scope Of Services; and

WHEREAS, the County Commission has determined that it is in the public interest to provide the requested assistance.

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

1. County shall perform the following Scope Of Services:

The installation of additional outdoor lighting improvements within DeBardelaben Park, located in the City of Bessemer, to include the following materials: four 25 ft. aluminum light poles, eight 400 watt metal halide light fixtures, and all other materials necessary for the operation of the lights that are installed. The installation shall not include any improvements to the light systems that are currently located in the park.

2. Municipality shall perform the following Scope Of Services:

The City of Bessemer shall locate and mark all underground utility services within the Park; repair all utility services that may be damaged during construction that are not located and marked; repair and grass ground surfaces that are disturbed during construction; acquire all necessary permits for construction; and provide power service and maintenance for the light improvements upon the completion of construction.

3. Municipality and the Municipality representative signed below, certify by the execution of this Agreement that no part of the work performed by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever will be used by or used in any way whatsoever for the personal benefit of any official or member or employee of any Municipality whatsoever or family member of any of them, and any agency or subsidiary of Municipality; and further certify that neither the Municipality nor any of its officials, members or employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public employee, in any manner whatsoever, to secure or obtain this Agreement, and further certify that; except as expressly set out in the Scope Of Services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has, been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

4. To the extent allowed by law Municipality shall indemnify and save harmless the County, its officials and employees from all suits, actions or any claims of any character and judgments in any way arising out of County's performance of this Agreement whether alleged in tort or in contract, including any injuries or damages received or sustained by any persons or property arising out of the performance of the Agreement including safeguarding the work or through the materials used in the constructing of the work. This provision shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

BETTYE FINE COLLINS, President

Jefferson County Commission

CITY OF BESSEMER

By

Its: Mayor

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

Jan-9-2007-60

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

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

Department: Roads & Transportation

Date: January 2, 2007

Purpose: Payment to Judge of Probate - Bessemer
Court Action - Cost Bills for CONDEMNATION
Case #41124 01 Jefferson County v U. S. Steel
Price: \$2,262.00
Pay to the order of: Judge of Probate
Mailing Address: Probate Ct.
Bessemer, AL 35020

Fund #01
Organization/Division #5300
Object #52503
Check Delivery Code 5000

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

Jan-9-2007-61

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

ITEM 1.

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads and Transportation
Date: January 2, 2007
Purpose: Payment for Acquired Right of Way Acquisition and Temporary Construction Easement for
Tarrant Huffman Road Replacement Sewer Tr. No. 22 - Five Mile Basin
Agent Alan Dodd
Price: \$500.00
Pay to the order of: Darleatha D. Evans
Mailing Address: 13763 Remlap Drive
Birmingham, AL 35133
Fund # 34
Organization/Division # 7352
Object# 54184
Check Delivery Code 5000

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

Jan-9-2007-62

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Jefferson County hereby withdraws from the Jefferson County Stormwater Authority (SWMA) and terminates its relationship with that organization in accordance with Section 17(b) of the SWMA by-laws.

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

COOPER GREEN MERCY HOSPITAL GOVERNING BODY

Jan-9-2007-63

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Application License and Use Agreement between Jefferson County, Alabama and Perot Systems Corp. to provide a platform (myhospitalwebsite.com) for the creation, implementation and ongoing support of a website for Cooper Green Mercy Hospital in the amount of \$15,600.

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

Jan-9-2007-64

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Cooper Green Mercy Hospital Advisory Board Minutes of November 16, 2006, be and hereby is approved.

**SUMMARY
ADVISORY BOARD MINUTES**

November 16, 2006

1. The Hospital is presently looking at space near Midfield to relocate the Bessemer Clinic.
2. A patient account system was implemented in the Emergency Room.
3. At the Annual Medical Staff Meeting, Dr. Nass Cannon was reappointed Chief of Staff; Dr. Ryan Nass was appointed Director of Palliative Care.
4. The Emergency Department has implemented electronic medical records.
5. A total of 1,827 Health First Cards were issued in October, 2006.
6. Presently working to update the charge master in the clinics.

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

Jan-9-2007-65

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Nurse Advocacy Care & Medical Staffing to provide temporary emergency staffing of nursing personnel as needed beginning December 1, 2006 and ending September 30, 2007. (Attachments on file in the Minute Clerk's office)

CONTRACT NO. 265-06B

TEMPORARY NURSE STAFFING SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of December, 2006, by and between Jefferson County, Alabama, hereinafter called "the County", and Nurse Advocacy Care & Medical Staffing., hereinafter called "the Contractor". The effective date of this agreement shall be December 1, 2006.

WHEREAS, the County desires to contract for temporary nurse staffing services for the County's facilities (Jefferson Health

System including Cooper Green/Mercy Hospital and Jefferson Health Clinics, Jefferson Rehabilitation and Health Center, Birmingham and Bessemer Jails, etc) and

WHEREAS, the Contractor desires to furnish said nurse staffing services to the County;

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Request for Proposal No. 265-06, dated July 3, 2006, the terms of which are included herein by reference. The Contractor shall provide emergency temporary nursing personnel to the County until Merit System or Classified employees can be hired to fill those positions. The Contractor shall provide Charge Nurses, Registered Nurses (RNs), Licensed Practical Nurses (LPNs), Certified Nursing Assistants (CNAs), and Sitters on an as-needed basis. The Charge Nurses must have graduated from an approved school of nursing, be licensed as a Registered Nurse in the state of Alabama or in a state with which Alabama has reciprocity. The RN position requires two (2) years of full time experience working in a health care setting (hospital, nursing home, rehabilitation facility, etc.) for Cooper Green Hospital and the County Jails and six (6) months experience if working at the Jefferson Rehabilitation & Health Center. The LPN position requires graduation from an approved school of practical nursing with two (2) years of nursing experience. LPN must be licensed in the state of Alabama or in a state in which Alabama has a reciprocity agreement. The CNA position requires a High School Diploma or GED and completion of a special course of training in nursing assistance prior to or with in the probationary period. The Sitter position requires no minimum education level but does require that the person have prior sitter experience.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to provide temporary as-needed nurse staffing services to the County at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2007. However, the Contract can be extended, at the County's option, for two (2) additional one year periods, not to exceed three (3) full years.
4. **COMPENSATION:** The Contractor shall be compensated for services rendered at a cost as shown on Attachment No. 1 of this Contract. Contractor shall submit an itemized bill showing dates and hours of service, employee name, classification, shift worked, and rate of pay. Payment shall be 30 days from receipt of invoice.
5. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
6. **NONDISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
7. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
8. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
9. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
10. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
11. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.
12. **COUNTY FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and

municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

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

CONTRACTOR: JEFFERSON COUNTY, ALABAMA

Teresa Dickerson, President Betty Fine Collins, President

Nurse Advocacy Care & Medical Staffing Jefferson County Commission

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

Jan-9-2007-66

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and The Rose Group, Inc., d/b/a Suwannee Medical Personnel to provide temporary emergency staffing of nursing personnel as needed beginning December 1, 2006 and ending September 30, 2007. (Attachments on file in the Minute Clerk's office)

CONTRACT NO. 265-06D

TEMPORARY NURSE STAFFING SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of December, 2006, by and between Jefferson County, Alabama, hereinafter called "the County", and The Rose Group, Inc. d/b/a Suwannee Medical Personnel, hereinafter called "the Contractor". The effective date of this agreement shall be December 1, 2006.

WHEREAS, the County desires to contract for temporary nurse staffing services for the County's facilities (Jefferson Health System including Cooper Green/Mercy Hospital and Jefferson Health Clinics, Jefferson Rehabilitation and Health Center, Birmingham and Bessemer Jails, etc) and

WHEREAS, the Contractor desires to furnish said nurse staffing services to the County;

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

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

2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No. 265-06, dated July 3, 2006, the terms of which are included herein by reference. The Contractor shall provide emergency temporary nursing personnel to the County until Merit System or Classified employees can be hired to fill those positions. The Contractor shall provide Charge Nurses, Registered Nurses (RNs), Licensed Practical Nurses (LPNs), Certified Nursing Assistants (CNAs), and Sitters on an as-needed basis. The Charge Nurses must have graduated from an approve school of nursing, be licensed as a Registered Nurse in the state of Alabama or in a state with which Alabama has reciprocity. The RN position requires two (2) years of full time experience working in a health care setting (hospital, nursing home, rehabilitation facility, etc.) for Cooper Green Hospital and the County Jails and six (6) months experience if working at the Jefferson Rehabilitation & Health Center. The LPN position requires graduation from an approved school of practical nursing with two (2) years of nursing experience. LPN must be licensed in the state of Alabama on in a state in which Alabama has a reciprocity agreement. The CNA position requires a High School Diploma or GED and completion of a special course of training in nursing assistance prior to or with in the probationary period. The Sitter position requires no minimum education level but does require that the person have prior sitter experience.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to provide temporary as-needed nurse staffing services to the County at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2007. However, the Contract can be extended, at the County's option, for two (2) additional

one year periods, not to exceed three (3) full years.

4. COMPENSATION: The Contractor shall be compensated for services rendered at a cost as shown on Attachment No. 1 of this Contract. Payment is forty five (45) days from date of invoice received.

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

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

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

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

9. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

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

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

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

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

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

CONTRACTOR:	JEFFERSON COUNTY, ALABAMA
Temperance Smiley, Branch Manager	Bettye Fine Collins, President
The Rose Group	Jefferson County Commission

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

Jan-9-2007-67

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Persona Health Services to provide temporary emergency staffing of nursing personnel as needed beginning December 1, 2006 and ending September 30, 2007.

CONTRACT NO. 265-06E

TEMPORARY NURSE STAFFING SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of December, 2006, by and between Jefferson County, Alabama, hereinafter called "the County", and Persona Health Services, hereinafter called "the Contractor". The effective date of this agreement shall be December 1, 2006.

WHEREAS, the County desires to contract for temporary nurse staffing services for the County's facilities (Jefferson Health System including Cooper Green/Mercy Hospital and Jefferson Health Clinics, Jefferson Rehabilitation and Health Center, Birmingham and Bessemer Jails, etc) and

WHEREAS, the Contractor desires to furnish said nurse staffing services to the County;

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

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

2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Request for Proposal No. 265-06, dated July 3, 2006, the terms of which are included herein by reference. The Contractor shall provide emergency temporary nursing personnel to the County until Merit System or Classified employees can be hired to fill those positions. The Contractor shall provide Licensed Practical Nurses (LPNs), Certified Nursing Assistants (CNAs), and Sitters on an as-needed basis. The LPN position requires graduation from an approved school of practical nursing with two (2) years of nursing experience. LPN must be licensed in the state of Alabama or in a state in which Alabama has a reciprocity agreement. The CNA position requires a High School Diploma or GED and completion of a special course of training in nursing assistance prior to or with in the probationary period. The Sitter position requires no minimum education level but does require that the person have prior sitter experience.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to provide temporary as-needed nurse staffing services to the County at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2007. However, the Contract can be extended, at the County's option, for two (2) additional one year periods, not to exceed three (3) full years.

4. **COMPENSATION:** The Contractor shall be compensated for services rendered at a cost as shown below:

- | | |
|---------------------------------|--|
| 1. Licensed Practical Nurse | \$28.00/hr / \$42.00 overtime/ \$30.75 Differential |
| 2. Certified Nursing Assistants | \$18.50/hr / \$27.75 overtime / \$19.50 Differential |

The Contractor shall submit an invoice weekly with payment net 10 days from date of receipt of invoice. The Contractor shall be paid at a rate of 1.5 times the regular rate for any employees working the following Jefferson County recognized holidays:

NEW YEARS DAY	MARTIN LUTHER KING BIRTHDAY
MEMORIAL DAY	INDEPENDENCE DAY
LABOR DAY	VETERANS DAY
THANKSGIVING DAY	CHRISTMAS DAY

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

6. **NONDISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.

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

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

9. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

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

11. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama.

Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

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

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

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

CONTRACTOR:	JEFFERSON COUNTY, ALABAMA
Dorio Morgan, President	Bettye Fine Collins, President
Persona Health Services	Jefferson County Commission

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

Jan-9-2007-68

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Medical Staffing Network to provide temporary emergency staffing of nursing personnel as needed beginning December 1, 2006 and ending September 30, 2007. (Attachments on file in the Minute Clerk's office)

CONTRACT NO. 265-06J

TEMPORARY NURSE STAFFING SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of December, 2006, by and between Jefferson County, Alabama, hereinafter called "the County", and Medical Staffing Network, hereinafter called "the Contractor". The effective date of this agreement shall be December 1, 2006.

WHEREAS, the County desires to contract for temporary nurse staffing services for the County's facilities (Jefferson Health System including Cooper Green/Mercy Hospital and Jefferson Health Clinics, Jefferson Rehabilitation and Health Center, Birmingham and Bessemer Jails, etc) and

WHEREAS, the Contractor desires to furnish said nurse staffing services to the County;

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

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

2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No. 265-06, dated July 3, 2006, the terms of which are included herein by reference. The Contractor shall provide emergency temporary nursing personnel to the County until Merit System or Classified employees can be hired to fill those positions. The Contractor shall provide Charge Nurses, Registered Nurses (RNs), Licensed Practical Nurses (LPNs), Certified Nursing Assistants (CNAs), and Sitters on an as-needed basis. The Charge Nurses must have graduated from an approve school of nursing, be licensed as a Registered Nurse in the state of Alabama or in a state with which Alabama has reciprocity. The RN position requires two (2) years of full time experience working in a health care setting (hospital, nursing home, rehabilitation facility, etc.) for Cooper Green Hospital and the County Jails and six (6) months experience if working at the Jefferson Rehabilitation & Health Center. The LPN position requires graduation from an approved school of practical nursing with two (2) years of nursing experience. LPN must be licensed in the state of Alabama on in a state in which Alabama has a reciprocity agreement. The CNA position requires a High School Diploma or GED and completion of a special course of training in

nursing assistance prior to or with in the

probationary period. The Sitter position requires no minimum education level but does require that the person has prior sitter experience.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to provide temporary as-needed nurse staffing services to the County at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2007. However, the Contract can be extended, at the County's option, for two (2) additional one year periods, not to exceed three (3) full years.

4. **COMPENSATION:** The Contractor shall be compensated for services rendered at a cost as shown on Attachment No. 1 and No. 2 of this Contract. Contractor shall bill weekly listed facility, employee name, classification, dates and hours worked and rate of pay. Payment shall be 30 days from date of invoice.

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

6. **NONDISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.

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

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

9. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

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

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

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

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

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

CONTRACTOR:	JEFFERSON COUNTY, ALABAMA
Jane Galvin, Branch Manager	Betty Fine Collins, President
Medical Staffing Network	Jefferson County Commission

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

Jan-9-2007-69

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Augmentation, Inc. to provide temporary emergency staffing of nursing personnel as needed beginning December 1, 2006 and ending September 30, 2007. (Attachments on file in the Minute Clerk's office)

CONTRACT NO. 265-06

TEMPORARY NURSE STAFFING SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of December, 2006, by and between Jefferson County, Alabama, hereinafter called "the County", and Augmentation, Inc., hereinafter called "the Contractor". The effective date of this agreement shall be December 1, 2006.

WHEREAS, the County desires to contract for temporary nurse staffing services for the County's facilities (Jefferson Health System including Cooper Green/Mercy Hospital and Jefferson Health Clinics, Jefferson Rehabilitation and Health Center, Birmingham and Bessemer Jails, etc) and

WHEREAS, the Contractor desires to furnish said nurse staffing services to the County;

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Request for Proposal No. 265-06, dated July 3, 2006, the terms of which are included herein by reference. The Contractor shall provide emergency temporary nursing personnel to the County until Merit System or Classified employees can be hired to fill those positions. The Contractor shall provide Charge Nurses, Registered Nurses (RNs), Licensed Practical Nurses (LPNs), Certified Nursing Assistants (CNAs), and Sitters on an as-needed basis. The Charge Nurses must have graduated from an approved school of nursing, be licensed as a Registered Nurse in the state of Alabama or in a state with which Alabama has reciprocity. The RN position requires two (2) years of full time experience working in a health care setting (hospital, nursing home, rehabilitation facility, etc.) for Cooper Green Hospital and the County Jails and six (6) months experience if working at the Jefferson Rehabilitation & Health Center. The LPN position requires graduation from an approved school of practical nursing with two (2) years of nursing experience. LPN must be licensed in the state of Alabama or in a state in which Alabama has a reciprocity agreement. The CNA position requires a High School Diploma or GED and completion of a special course of training in nursing assistance prior to or with in the probationary period. The Sitter position requires no minimum education level but does require that the person have prior sitter experience. County shall adhere to the Contractual Guidelines of the Contractor (See Attachment No. 4) for personnel provided.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to provide temporary as-needed nurse staffing services to the County at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2007. However, the Contract can be extended, at the County's option, for two (2) additional one year periods, not to exceed three (3) full years.
4. **COMPENSATION:** The Contractor shall be compensated for services rendered at a cost as shown on Attachment No's 1, 2, & 3 of this Contract.
5. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
6. **NONDISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
7. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department will information required for Form 1099 reporting and other pertinent data required by law.
8. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
9. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description

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

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

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

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

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

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

CONTRACTOR:
Jeanne Freeman, Vice President
Augmentation, Inc.

JEFFERSON COUNTY, ALABAMA
Bettye Fine Collins, President
Jefferson County Commission

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

Jan-9-2007-70

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Medical People Healthcare Services, Inc. to provide temporary emergency staffing of nursing personnel as needed beginning December 1, 2006 and ending September 30, 2007. (Attachments on file in the Minute Clerk's office)

CONTRACT NO. 265-06A

TEMPORARY NURSE STAFFING SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of December, 2006, by and between Jefferson County, Alabama, hereinafter called "the County", and Medical People Healthcare Services, Inc., hereinafter called "the Contractor". The effective date of this agreement shall be December 1, 2006.

WHEREAS, the County desires to contract for temporary nurse staffing services for the County's facilities (Jefferson Health System including Cooper Green/Mercy Hospital and Jefferson Health Clinics, Jefferson Rehabilitation and Health Center, Birmingham and Bessemer Jails, etc) and

WHEREAS, the Contractor desires to furnish said nurse staffing services to the County;

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

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

2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No. 265-06, dated July 3, 2006, the terms of which are included herein by reference. The Contractor shall provide emergency temporary nursing personnel to the County

until Merit System or Classified employees can be hired to fill those positions. The Contractor shall provide Charge Nurses, Registered Nurses (RNs), Licensed Practical Nurses (LPNs), Certified Nursing Assistants (CNAs), and Sitters on an as-needed basis. The Charge Nurses must have graduated from an approved school of nursing, be licensed as a Registered Nurse in the state of Alabama or in a state with which Alabama has reciprocity. The RN position requires two (2) years of full time experience working in a health care setting (hospital, nursing home, rehabilitation facility, etc.) for Cooper Green Hospital and the County Jails and six (6) months experience if working at the Jefferson Rehabilitation & Health Center. The LPN position requires graduation from an approved school of practical nursing with two (2) years of nursing experience. LPN must be licensed in the state of Alabama or in a state in which Alabama has a reciprocity agreement. The CNA position requires a High School Diploma or GED and completion of a special course of training in nursing assistance prior to or with in the

probationary period. The Sitter position requires no minimum education level but does require that the person has prior sitter experience.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to provide temporary as-needed nurse staffing services to the County at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2007. However, the Contract can be extended, at the County's option, for two (2) additional one year periods, not to exceed three (3) full years.

4. **COMPENSATION:** The Contractor shall be compensated for services rendered at a cost as shown on Attachment No. 1 of this Contract.

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

6. **NONDISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.

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

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

9. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

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

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

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

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

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

CONTRACTOR: JEFFERSON COUNTY, ALABAMA
Amy Disney, Vice President Bettye Fine Collins, President
Medical People Healthcare Services, Inc. Jefferson County Commission

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

Jan-9-2007-71

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Addendum I to the agreement between Jefferson County, Alabama and Augmentation, Inc. to provide temporary emergency staffing of nursing personnel for direct patient care of the inmates in the Jefferson County jails beginning December 1, 2006 and ending September 30, 2007.

ADDENDUM I
JEFFERSON METROCARE HEALTH SYSTEM
&
AUGMENTATION, INC.

AUGMENTATION INC. will provide health care personnel as requested by JEFFERSON METROCARE HEALTH SYSTEMS for the period of December 01, 2006 to February 28, 2007. Augmentation will be responsible for recruitment, screening, credentialing and hiring of all personnel for the term of the agreement.

Augmentation, Inc will apply a thirty-five percent (35%) general and administrative fee to the overall payroll expenses of these health care personnel on a weekly basis. It is understood that Augmentation, Inc. does not play a role in managing the employees but will participate in the scheduling of employees to alleviate the use of overtime.

1. Terms: AUGMENTATION, INC. shall submit weekly invoices for labor costs including paid time off as authorized by JEFFERSON METROCARE HEALTH SYSTEM designee. The cost for health insurance provided to full-time employees shall be invoiced monthly at the rate agreed upon by both parties, general and administrative fees does not apply to insurance reimbursement.
2. Overtime: Overtime is defined as any hours worked in excess of forty (40) hours per week. Individuals assigned by Augmentation, Inc performing overtime hours will be compensated at time and one-half of the applicable rate as a designated by the County. A designee of JEFFERSON METROCARE HEALTH SYSTEM is required to authorize all overtime hours worked by AUGMENTATION, INC. employees.
3. Holidays: AUGMENTATION, INC. recognizes nine holidays per year. These holidays are New Year's Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving day, Christmas Day and one variable Holiday. Augmentation, Inc.'s employees will render service during such holidays upon the request of JEFFERSON METROCARE HEALTH SYSTEM but charges for such services will be at time and one-half the applicable rate.
4. Insurances and Taxes: AUGMENTATION, INC. must maintain Public Liability, Workmen's Compensation and professional Nursing Liability insurance covering all of it's assigned employees. All assigned individuals under this contract are employees of AUGMENTATION, INC. and are covered by the applicable payroll taxes and insurances deducted and/or paid by AUGMENTATION, INC. AUGMENTATION, INC. hereby agrees to hold JEFFERSON METROCARE HEALTH SYSTEM and it's parents, agents, and employees harmless from any and all liability resulting from the failure to withhold or pay any such employment taxes.
5. Nurse Qualifications: Personnel provided by AUGMENTATION, INC. shall be credentialed as outlined previously. AUGMENTATION, INC. agrees to make such credentialing file available upon JEFFERSON METROCARE HEALTH SYSTEM's request and to reassign any employee at their request.
6. Cancellation: JEFFERSON METROCARE HEALTH SYSTEM agrees to notify AUGMENTATION, INC. no less than four (4) hours prior to any cancellation of a previously scheduled AUGMENTATION, INC. employee. JEFFERSON METROCARE HEALTH SYSTEM will be billed for two (2) hours of the employee's applicable rate if a cancellation is made with less than four (4) hours notice prior to the commencement of the scheduled shift.
7. Orientation: JEFFERSON METROCARE HEALTH SYSTEM agrees to furnish an appropriate facility orientation to all assigned AUGMENTATION, INC. employees.
8. Direction: After assignment, AUGMENTATION, INC., personnel perform solely under JEFFERSON METROCARE HEALTH SYSTEM direction.

9. Labor: AUGMENTATION, INC. agrees to allow JEFFERSON METROCARE HEALTH SYSTEM to offer direct employment to any employees who work in the Jefferson County Jail(s) under this agreement.

10. Contract Termination: Either party may discontinue/terminate this agreement at any time, for any reason, upon a thirty day written notice to the other party.

11. AUGMENTATION, Inc. agrees to indemnify, defend and hold harmless Jefferson County, Jefferson County Commissioners, County officials, the JEFFERSON METROCARE HEALTH SYSTEM, its officials and employees from claims, suits, judgments and costs and expenses and all liability resulting from the actions or inactions, negligence, willful negligence, or misconduct of all personnel provided by AUGMENTATION, INC. pursuant to this contract.

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

COUNTY:

Bettye Fine Collins, President

Jefferson County Commission

EMPLOYEE:

Jeanne Freeman

Augmentation, Inc.

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

Jan-9-2007-72

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and All Around Temps, d/b/a Darrell Walker Workforce System to provide temporary personnel to fill critical positions as needed beginning December 1, 2006 and ending September 30, 2007. (Attachments on file in the Minute Clerk's office)

CONTRACT NO. 288-06

PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of October 1, 2006, by and between Jefferson County, Alabama, hereinafter called "the County", and All Around Temps, Inc. d/b/a Darrell Walker Workforce Systems, hereinafter called "the Contractor". The effective date of this agreement shall be December 1, 2006.

WHEREAS, the County desires to contract for personal services for the various departments throughout the County on an emergency as-needed basis, and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth provided there are no Merit System or Classified employees available to fill these positions

2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No. 288-06, dated July 14, 2006, the terms of which are included herein by reference. The Contractor shall provide temporary personnel to fill critically as-needed positions until a permanent replacement can be located and hired to fill the vacancy. The list of positions the Contractor is capable of filling is shown on Attachment No. 1. (Attachment on file in the Minute Clerk's office)

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to provide temporary personnel services to the County at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2007. However, contract may be extended upon mutual agreement of both parties.

4. COMPENSATION: The Contractor shall be compensated for services rendered at a cost shown on Attachment No.1 payable weekly per submission of an invoice.

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

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

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

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

9. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

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

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

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

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

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

CONTRACTOR:	JEFFERSON COUNTY, ALABAMA
Sheila McCutcheon, Vice President	Bettye Fine Collins, President
Darrell Walker Workforce Systems	Jefferson County Commission

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

Jan-9-2007-73

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and UAB School of Medicine - 1917 Dental Clinic to provide dental services to HIV infected patients at St. George Clinic beginning December 1, 2006 and ending September 30, 2007.

CONTRACT NO. SGC-01

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of November, 2006, by and between Jefferson County, Alabama, hereinafter called "the County", and UAB School of Medicine 1917 Dental Clinic, hereinafter called "the Contractor". The effective date of this agreement shall be December 1, 2006.

WHEREAS, the County desires to contract for dental services for Cooper Green Hospital's St. George Clinic, hereinafter called "the Hospital"; and

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

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

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

2. SCOPE OF SERVICES: The Contractor shall perform all necessary professional services provided under this Contract as required by the Hospital. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the dental services, as referred to and required, for the HIV infected patients at the Hospital's St. George Clinic.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render dental services to the Hospital at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2007. However, the Contract may be extended, at the County's option, for two (2) additional one-year periods, not to exceed three full years.
4. COMPENSATION: The Contractor shall be compensated at the rate of eighty percent (80%) of the Master Fee Schedule, Attachment A (on file in the Minute Clerk's office), to this Contract, payable monthly by invoice. The invoice shall state patient's name, date of service, service rendered and rate.
5. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
6. NONDISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
7. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
8. TERMINATION OF CONTRACT: This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
9. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.
10. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
11. INSURANCE: Contractor will maintain such insurance applicable for damage and/or personal injury, which may arise from Contractor's performance as recited herein.

*{UAB, a division of the Board of Trustees of the University of Alabama, a state agency, cannot waive immunity conferred by the Ala. Const., Article I [14]. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage to applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. }

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

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

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

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

CONTRACTOR:
Eli Capilouto, Provost
University of Alabama Birmingham

JEFFERSON COUNTY, ALABAMA
Bettye Fine Collins, President
Jefferson County Commission

Motion was made by Commissioner Langford seconded by Commissioner Smoot that the above resolution be adopted. Voting

"Aye" Langford, Smoot, Carns, Collins and Humphryes.

Jan-9-2007-74

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment to Agreement between Jefferson County, Alabama and Donald H. Marks, M.D. to reimburse expenses for travel, education, events, etc. that Dr. Marks attends at the request of the Cooper Green Mercy Hospital.

AMENDMENT TO AGREEMENT

This Amendment is made effective the 1st day of December, 2006, by and between Jefferson County Commission ("County") as the owner of Cooper Green Hospital ("Hospital") and Donald H. Marks, M.D. ("Physician").

RECITALS

WHEREAS, Hospital and Physician have previously entered into a Physician Agreement (the "Agreement"), dated June 1, 2006.

WHEREAS, Hospital and Physician do now desire to modify and amend the Agreement as set forth in this Amendment; and

NOW, THEREFORE, in consideration of the premises above, the covenants below, and other good and valuable consideration, the parties hereto do hereby agree as follows:

BE IT RESOLVED that Hospital shall from time to time request Physician to attend various educational, promotional, or other events that are determined to be beneficial to the ongoing and future operations of the Hospital. Upon returning from the approved event or activity, Physician shall submit copies of approvals from Hospital Administration, along with documentation of supporting expenses incurred related to the event or activity. Hospital shall then reimburse Physician for those expenses according to the policies of Jefferson County that are in effect at that time. Expenses that are considered reimbursable per this amendment shall be identical to expenses that are reimbursable to County employees for like events or activities.

IN WITNESS HEREOF, the parties hereto have executed this Agreement this day and year first above written.

Jefferson County, Alabama

Donald H. Marks, M.D.

d/b/a Cooper Green Hospital

Bettye Fine Collins, President

Donald H. Marks, M.D.

Jefferson County Commission

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

Jan-9-2007-75

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Lynn Campisi, PC to provide law consultation and related legal services to the staff and residents at Jefferson Rehabilitation & Health Center beginning October 1, 2006 and ending September 30, 2007 In the amount of \$6,000.

CONTRACT NO. 296-06

LEGAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of October, 2006, by and between Jefferson County, Alabama, hereinafter called "the County", and Lynn Campisi, PC, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2006.

WHEREAS, the County desires to contract for legal services for the Jefferson Rehabilitation and Health Center, hereinafter called "the Facility"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No. 296-06 dated July 20, 2006, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by the Facility. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:

- A. Provide consultation to staff and management in the areas of institutional Medicaid Eligibility and Qualifying Income Trusts (QIT's)
- B. Consult with staff and facility clients to troubleshoot eligibility determinations for Medicaid.
- C. Resolve eligibility problems to avoid Medicaid appeals
- D. Provide assistance to the client in handling appeals, if necessary.
- E. Provide an annual information seminar in the area of Elder Law and QIT's for the staff and client base of JRHC; provide the seminar on-site at the JRHC on a mutually agreeable time and date.
- F. Accept referrals from the JRHC to consult with its clients on institutional Medicaid eligibility.
- G. Make initial contact with referral client within 48 hours and have the ability to initiate and complete a QIT within 7 days of referral.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render legal consulting services to the Facility at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2007. However the Contract may be extended, at the County's option, for two (2) additional one year periods, not to exceed three (3) full years.

4. **COMPENSATION:** The Contractor shall be compensated for legal services rendered at a cost of \$500.00 per month payable per submission of an invoice to the Facility

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

6. **NONDISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.

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

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

9. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

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

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

Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

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

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

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

duly authorized representative.

CONTRACTOR: JEFFERSON COUNTY, ALABAMA
Lynn Campisi, PC Betty Fine Collins, President
Jefferson County Commission

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

Communications were read from the County Attorney and recommended the following:

Claims of Russel, Geneva, Minnie, Kareen and Kelly Trusser who claim their constitutional rights to privacy and federal voting rights were violated by former Sheriff Jim Woodward, his deputies and attorneys, Albert Jordan and Curtis Gordan, when they allegedly illegally searched the NCIC criminal data base discovering information concerning their criminal history. The Jefferson County Commission is not responsible for the actions of the Sheriff, his deputies or attorneys because under the Alabama Constitution the Sheriff is a constitutional officer of the State of Alabama.

It is recommended that this claim be denied.

Motion was made by Commissioner Humphryes seconded by Commissioner Langford that the above claim be denied. Voting "Aye" Humphryes, Langford, Carns, Collins and Smoot.

Jan-9-2007-76

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is authorized to settle the case styled

Winston, et al. v. Jefferson County, et al., United States District Court Case No. CV-06-P-0497-S, and to execute any and all settlement documents to accomplish final settlement and dismissal of said case.

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

The checks issued during the week beginning January 1, 2007 and ending January 5, 2007, are as follows:
BEGINNING CHECK NUMBER 384736 ENDING CHECK NUMBER 385022

Thereupon the Commission Meeting was adjourned to meet Tuesday, January 16, 2007, at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk