

STATE OF ALABAMA)

JEFFERSON COUNTY) February 27, 2007

The Commission met in regular session at the Birmingham 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 Carns that the Minutes of February 20, 2007, be approved. Voting "Aye" Smoot, Carns, Collins, Humphryes and Langford.

Feb-27-2007-227

WHEREAS, It is the policy of the Jefferson County Commission to recognize achievements in those individuals who have impacted our Community for the better; and

Whereas, Ireland Adam Beavers was born on the 24th day of July, in the year Nineteen Hundred and Eighty Nine to Candace Duncan and Kenneth Beavers; and

Whereas, Adam Beavers (as he is known to his family and friends) attends Oak Grove High School, located in Jefferson County, Alabama and this is his Senior year of High School; and

Whereas, Adam Beavers is a member of the Wrestling Team at Oak Grove High School, and coached by Terry Tingle; and

Whereas, Adam Beavers suffered an injury to his left leg in September, 2006. He sustained a slight tear of the ACL and a complete tear of the MCL; and

Whereas, Adam Beavers battled through his injury to compete at a sport of which he has a passion for. He followed his physician's advice and kept working hard to stay in shape although he could not actively compete until his injury healed; and

WHEREAS, Adam Beavers did successfully compete and won each and every match through Sectional Competition and State Competition, ultimately winning the State of Alabama Title on February 3, 2007; and

WHEREAS, the high standards of Ireland Adam Beavers' character and his devotion to the discipline of the sport of wrestling will inspire other students to accomplish their goals.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Commission in Birmingham, Alabama does hereby recognize Ireland Adam Beavers as the 119 Pound Alabama State High School Wrestling Champion.

ADOPTED by the Jefferson County Commission in Birmingham, Alabama, a copy of this resolution is spread upon the minutes of the Jefferson County Commission on this date the 27th day of February, 2007.

Bettye Fine Collins, President

Jim Carns, Commissioner

Bobby Humphryes, Commissioner

Larry Langford, Commissioner

Shelia Smoot, Commissioner

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

Feb-27-2007-228

WHEREAS, it is the policy of the Jefferson County Commission to recognize achievements in those individuals who have impacted our community for the better; and

Whereas, Benjamin Wayne Jones was born on the 6th day of April, in the year Nineteen Hundred and Eighty Nine, to Randy &

Amanda Jones; and

Whereas, Ben Jones (as he is known by his family and friends), attends Oak Grove High School, located in Jefferson County, Alabama and this is his senior year of High School; and

Whereas, Ben Jones is a member of the Wrestling Team at Oak Grove High School, coached by Terry Tingle; and

Whereas, Ben Jones tore his MCL three weeks prior to the State Finals and battled through his injury to compete at a sport of which he has a passion for. He was advised by his physician that he could compete only if he had a high tolerance for pain; and

WHEREAS, Ben Jones did successfully compete, finishing his wrestling career with a 32-7 record and winning the 215 lb. State of Alabama Title on February 3, 2007; and

WHEREAS, the high standards of Ben Jones character and his devotion to the discipline of the sport of wrestling will inspire other students to accomplish their goals.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Commission in Birmingham, Alabama does hereby recognize Benjamin Wayne Jones as the 215 lb. Alabama State High School Wrestling Champion.

ADOPTED by the Jefferson County Commission in Birmingham, Alabama, a copy of this resolution is spread upon the minutes of the Jefferson County Commission on this date the 27th day of February, 2007.

Bettye Fine Collins, President

Jim Carns, Commissioner

Bobby Humphryes, Commissioner

Larry Langford, Commissioner

Shelia Smoot, Commissioner

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

STAFF DEVELOPMENT

Multiple Staff Development

Information Technology/2 Participants

Daniel Thomas	San Diego, California	\$3,065.32
John Halbert	27 th Annual ESRI International User Conference June 17-22, 2007	\$3,065.32

Individual Staff Development

Bobby G. Humphryes	Commission	Montgomery, Alabama Alabama Local Government Training Institute February 22-23, 2007	\$426.52
Jim Carns	Commission	Washington, D.C. Birmingham Regional Chamber of Commerce's annual Washington Fly-In March 7-8, 2007	\$1,015.10
Robert Ammons	EMA	Emmitsburg, Maryland E210: Recovery from Disaster March 10-16, 2007	\$374.17
Travis A. Hulsey	Revenue	Montgomery, Alabama Government Finance Officers Conference February 28 - March 2, 2007	\$568.00
James H. Miller	Roads & Trans	Tampa, Florida I.R.W.A. Course 103-Ethics and the Right of Way Profession March 11-15, 2007	\$1,406.72
Paul Logan	Sheriff's Dept.	Atlanta, Georgia 2007 CyberCrime Summit March 18-23, 2007	\$1,003.00

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that the Staff Development be approved. Voting "Aye" Humphryes, Smoot, Carns, Collins 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. ROAD & TRANSPORTATION FROM WARRIOR TRACTOR & EQUIP., THOMPSON TRACTOR, AND TRACTOR & EQUIP COWIN EQUIP., JOE MONEY, BIRMINGHAM, AL, TO EXTENT CONTRACT HEAVY EQUIPMENT & TRACTOR REPAIRS FOR THE PERIOD 4/1/07 TO 4/1/08. REFERENCE TAG# 784804 REFERENCE BID# 97-05
ESTIMATED ANNUAL EXPENDITURE \$560,000.00
2. ENVIRONMENTAL SERVICES PUMP STATION MAINTENANCE FROM ADS ENVIRONMENTAL SERVICES, HUNTSVILLE, AL, FOR FLOW MONITORING PARTS. REFERENCE TAG# 790274,790275, 790280,790282, 790288, 790293,790300,790302,790304,790312 REFERENCES BID# 114-07 \$57,707.52 TOTAL
3. SHERIFF'S OFFICE FROM CHARLIE WALDREP, BIRMINGHAM, AL, TO ADD FUNDS TO EXISTING P.O. 263286 FOR CONTRACTOR TO PROVIDE LEGAL SERVICES REPRESENTATION BOTH MITIATION AND NONMITIGATION ON AN AS NEEDED BASIS TO THE SHERIFF'S OFFICE. REFERENCE TAG# 781351 \$100,000.00 TOTAL
CONTRACT APPROVED BY THE COMMISSION ON 12/5/06 AT MINUTE BOOK 152, PAGES 393-394.
4. COOPER GREEN / MERCY HOSPITAL FROM MORGAN STEWART CONSULTING, NORCROSS, GA, TO ADD FUNDS TO EXISTING P.O. 250794 FOR CONTRACTOR TO PROVIDE A CREDENTIALED AND HEALTH INFORMATION MANAGEMENT CODING PROFESSIONAL TO WORK WITH THE HOSPITAL'S HEALTH INFORMATION MANAGEMENT DEPARTMENT. REFERENCE TAG# 720838 \$19,179.87 TOTAL
CONTRACT APPROVED BY THE COMMISSION ON 3/14/06 AT MINUTE BOOK 150, PAGES 420-422.
5. COOPER GREEN HOSPITAL DATA PROCESSING FROM MEDICAL INFORMATION TECHNOLOGY, CHICAGO, IL, FOR MAINTENANCE / SUPPORT FOR MEDITECH SOFTWARE FOR THE PERIOD OF 10/1/06 9/30/07.
REFERENCE TAG# 792461, 790604 \$206,000.00 TOTAL REFERENCE BID# 138-07
REFERENCE INVOICE(S) # 200630552, 32858, 35275, 35276, 35973, 200701751 & 01752
6. YOUTH DETENTION CENTER, COUNTY HOME, BIRMINGAHM & BESSEMER JAILS FROM ATD AMERICAN CO., WYNCOTE, PA, FOR CONTRACTOR RENEWAL FOR "BATH LINENS" FOR THE PERIOD OF 2/14/07 TO 2/13/08.
REFERENCE BID # 114-06 \$12,373.20 TOTAL
7. ROAD & TRANSPORTATION FROM HANSON PIPE PRODUCTS, BIRMINGHAM, AL, FOR EXTEND CONTRACT "CONCRETE PIPE" FOR THE PERIOD OF 4/1/07 TO 4/1/08. REFERENCE BID# 132-06
APPROXIMATE ANNUAL EXPENDITURE \$200,000.00
8. GENERAL SERVICES FROM BUSINESS INTERIORS, ASSISTING DEALER FOR HERMAN MILLER, INC, BIRMINGHAM, AL, FOR 9 AERON WORK CHAIRS FOR 2ND FLOOR CONFERENCE ROOM. REFERENCE TAG# 798142
REFERENCE P.O. # 266585 STATE OF ALABAMA CONTRACT# T-390 \$7,048.80 TOTAL
9. GENERAL SERVICES FROM BUSINESS INTERIORS, ASSISTING DEALER FOR BORROUGHS CORPORATION, BIRMINGHAM, AL, FOR SHELVING FOR MINUTE CLERK'S OFFICE. REFERENCE TAG# 798297, 798299, 798300, & 798301 REFERENCE P.O. # 266606 STATE OF ALABAMA CONTRACT# T-390 \$8,762.47 TOTAL
10. SHERIFF'S OFFICE FROM TURNER INSURANCE & BONDING COMPANY, MONTGOMERY, AL, FOR POLICE PROFESSIONAL LIABILITY AND EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE FOR THE SHERIFF'S OFFICERS FOR 2007 THRU 2008. REFERENCE TAG# 797350 & 797356 \$506,415.00
TOTAL
11. COOPER GREEN / MERCY HOSPITAL FROM BROOKWOOD MEDICAL CENTER, BIRMINGHAM, AL, FOR PROCEDURE, NOT PERFORMED AT COOPER GREEN, PERFORMED ON COOPER GREEN HOSPITAL PATIENT PER REFERRAL BY PATIENT'S ATTENDING PHYSICIAN. REFERENCE TAG# 794814 \$15,188.68
TOTAL

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

Unusual Demands
February 27, 2007

Vendor Number	Vendor	Description	Department	Amount	
JOINT RESPONSIBILITY					
01	0010924	COBBS ALLEN & HALL	BOND FOR DEPUTY PROBATE JUDGE	PROBATE COURT	750.00
02	0010924	COBBS ALLEN & HALL	BOND FOR DEPUTY PROBATE JUDGE	PROBATE COURT	300.00
03	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	SHERIFF: BHAM ENFORCEMENT	27.00
04	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	S.E.P. (SUPPL ENVIRONMENTAL)	99.63
05	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	STORMWATER MANAGEMENT	21.45
06	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	COMMISSIONER, DISTRICT	12.70
07	0029842	GEOFFERY L PARKER	TUITION REIMBURSEMENT	SHERIFF: BHAM ENFORCEMENT	240.00
08	0037077	ALA NETWORK OF VICTIM	MEMBERSHIP DUES	SHERIFF: BHAM ENFORCEMENT	50.00
09	0037926	ANDY WOODARD	MILEAGE REIMBURSEMENT	SHERIFF: BHAM ENFORCEMENT	130.82
ROADS & TRANSPORTATION					
10	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	R&T: BRIDGE MAINTENANCE	337.78
11	0012230	MARSHALL & SWIFT	SUBSCRIPTION RENEWAL	R&T: RIGHT OF WAY	214.95
ENVIRONMENTAL SERVICES					
12	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	ES: SANITATION ADMINISTRATION	322.83
13	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	ES: SANITATION ADMINISTRATION	240.95
32	0037642	BRADFORD BLDG CO INC	REFUND SEWER IMPACT FEE	ENVIRONMENTAL SERVICES	12943.75
HEALTH AND HUMAN SERVICES					
14	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	CORONER/MEDICAL EXAMINER	137.04
15	0023361	MOREL VINSON	REFUND OVERPAYMENT	JEFFERSON REHAB	367.42
18	0034481	ANDREA BOWIE	LIABILITY INSURANCE	CGH: ADMINISTRATION	98.00
19	0038207	ESTATE OF NEZZIE POWELL	REFUND OVERPAYMENT	JEFFERSON REHAB	1904.00
20	0038335	HENRIETTA ARMOUR	REFUND OVERPAYMENT	JEFFERSON REHAB	44.34
21	0038336	SANDRA SHARP-CLARK	REFUND OVERPAYMENT	JEFFERSON REHAB	247.77
FINANCE AND GENERAL SERVICES					
22	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	FINANCE-SEWER SERVICES	61.97
23	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	GENERAL SERVICES	15.00
24	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	HUMAN RESOURCES: ADMIN	20.66
25	0011499	GIATTINA FISHER AYCOCK	EXPENSE REIMBURSEMENT	GEN SVCS: ADMINISTRATION	2385.34
26	0011499	GIATTINA FISHER AYCOCK	EXPENSE REIMBURSEMENT	GEN SVCS: ADMINISTRATION	149.57
27	0011499	GIATTINA FISHER AYCOCK	ARCHITECTURAL SERVICES	GEN SVCS: ADMINISTRATION	11002.25
28	0011499	GIATTINA FISHER AYCOCK	EXPENSE REIMBURSEMENT	GEN SVCS: ADMINISTRATION	6922.98
29	0023668	HATCHER DESIGN	EXPENSE REIMBURSEMENT	GEN SVCS: ADMINISTRATION	295.66
16	0023668	HATCHER DESIGN	PROFESSIONAL SERVICES	GEN SVCS: ADMINISTRATION	1013.19
17	0023668	HATCHER DESIGN	PROFESSIONAL SERVICES	GEN SVCS: ADMINISTRATION	751.96
30	0023668	HATCHER DESIGN	PROFESSIONAL SERVICES	GEN SVCS: ADMINISTRATION	1005.00
31	0028849	CIA ARCHITECTURE INC	FOOD SERVICE REIMBURSEMENT	GEN SVCS: ADMINISTRATION	414.39
INFORMATION TECHNOLOGY					
33	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	INFORMATION TECHNOLOGY	39.35
34	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	INFORMATION TECHNOLOGY	188.68
PERSONNEL BOARD					
35	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	PER BD: INFORMATION	10.94

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

REQUEST FOR CERTIFICATION

General Services - Communications

Administrative Assistant I

Motion was made by Commissioner Humphryes seconded by Commissioner Langford, that the Request for Certification be approved. Voting "Aye" Humphryes, Langford, Carns, Collins and Smoot.

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Finance - Sewer Billing \$0

Delete an Administrative Assistant I (Gr. 10) and add an Accounting Assistant I (Gr. 13). Annual difference \$3,492. No Additional Funds Required.

2. Environmental Protection \$0

Delete an Education Training Coordinator (Gr. 24) and add a Public Relations Coordinator (Gr. 24). No Additional Funds Required.

3. Revenue \$0

Delete nine Administrative Assistant I (Gr. 10), ten Administrative Intern (Gr. 12) and six Administrative Assistant II (Gr. 13) positions and add nineteen Accounting Assistant I (Gr. 13) and six Accounting Assistant II (Gr. 16) positions. Annual difference \$77,581.27. No Additional Funds Required.

4. Family Court \$0

Shift an Administrative Assistant II position within Family Court. No Additional Funds Required.

5. Commission Support \$9,791.88

Increase revenue and expenditures to record reimbursement of expenses recovered for vandalized property and equipment at the Park West Athletic Complex. No Additional Funds Required.

6. Information Technology \$37,900

Shift funds from the General Fund (01) to Capital Improvements Fund (21) and add purchasing memorandum to purchase EMC Enterprise storage upgrade. No Additional Funds Required.

7. Information Technology \$165,474.16

Shift funds from General Fund (01) to Capital Improvements Fund (21) and add purchasing memorandum to purchase and implement LANDesk Enterprise. No Additional Funds Required.

8. General Services \$20,000

Shift funds from Capital Improvements Fund (21) to the General Fund (01) to cover the cost of appraisals of property and equipment. No Additional Funds Required.

B. OTHER BUDGET AMENDMENTS

9. Capital Improvements Fund \$142,000

Shift funds from miscellaneous equipment to SAP Project account to cover implementation cost for SAP Financials. No Additional Funds Required.

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

Feb-27-2007-229

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Contract Modification Summary Change Order No. 1 to the Construction Contract for the Shades Valley Complex Additions between Jefferson County and Doster Construction Inc. This change order decreases the Total Contract Obligation of Jefferson County by \$375,791.09 to a total Contract price of \$6,459,728.91.

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

Feb-27-2007-230

Be It Resolved By The Jefferson County Commission that upon the recommendation of the financial advisor that his study reflects the need for arbitrage rebate computations for two tax-exempt debt issues with payment due in April, and the need to engage a financial advisory service as soon as possible to make the computations, the Purchasing Department is hereby directed to immediately develop and issue an RFP to several qualified services with an abbreviated response time and with the recommended provider submitted to the Commission for approval, as soon as possible.

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

Feb-27-2007-231

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Beautification Council of Jefferson County (formerly known as the Jefferson County Beautification Board) is hereby dissolved effective upon the adoption of this Resolution.

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

Feb-27-2007-232

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following individuals are added to the agreement with Lightfoot, Franklin & White, LLC for legal assistance regarding the Securities and Exchange Commission subpoenas:

Glenn Waldrop at \$375.00/hour

Jacob Tubbs at \$220.00/hour

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

Feb-27-2007-233

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized and directed to execute a contract with The Cosby Company for the performance of professional lobbyist services to the County Commission.

CONTRACT NO. 71-07

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this day of 6th day of February, 2007 by and between Jefferson County, Alabama, hereinafter called "the County", and The Cosby Company, hereinafter called "the Contractor". The effective date of this agreement shall be March 1, 2007.

WHEREAS, the County desires to contract for professional lobbyist services for the Jefferson County Commission, hereinafter called "the Commission"; 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.71-07, dated December 27, 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 Commission. The Contractor shall provide lobbyist services to the Commission and shall work with the County and with its designee on matters before the Alabama Executive and Legislative Branches of the State Government.

The Contractor will support the priorities of the County through the following Plan of Action.

I. Determine Issues

- 1) Pick highest priority
- 2) Greatest likelihood of success
Conclusion - important and winnable

II. Determine Market

- 1) Policy makers
Legislative, executive branch, media, other interest groups, and the general Public
- 2) Association members
Conclusion - develop coalition and hit the hot buttons

III. History of Issue

- 1) Previous debate
results ? who, what, why, how, when
- 2) Issue been addressed elsewhere
Conclusion - do your homework know your issues and communicate what you know

IV. Gather Information

- 1) Pro and con
Do not give opponent ammunition
Do not run from negatives face them with positive action
Conclusion - demonstrate there is a problem and offer solution

V. Develop Marketing Materials

- 1) Prepare bill for introduction; fact sheet and other aids
Conclusion - inform and influence - objective is fair, reasonable and essential

VI. Test Market

- 1) Present issue and information to identified markets

VII. Refine Time

- 1) Consider suggestions for improvement
Conclusion - reaching comprehensive support

VIII. Develop Sales Plan

- 1) Start Early
- 2) Be prepared to compromise

IX. Train Sales Team

- 1) Grass Roots

X. Avoid the Pitfalls

- 1) Be humble
- 2) Develop program in advance
- 3) Do not get divided
- 4) Lobby at home
- 5) Get people involved
- 6) Trust lobbyist
- 7) Keep informed
- 8) Stroke your legislator

XI. Provide Continuous Notification

The Contractor shall monitor the Alabama Messenger and other print media for legal advertisements for local legislation that may affect the County. The Contractor shall immediately notify the President of the Jefferson County Commission of the advertisement of any such legislation. The Contractor shall also monitor the progress of all local and general legislation which may affect the County and shall immediately notify the President of the Jefferson County Commission of any significant development in all such pending legislation. The Contractor shall, at a minimum, provide written reports to the President of the Jefferson County Commission every thirty (30) days on the status of all pending local and general legislation which may affect the County. The Contractor shall be available to meet with the County Commission or individual members thereof as needed.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional lobbying services to the Commission 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 two additional one year periods per mutual agreement of all parties to this Agreement.

4. COMPENSATION: The Contractor shall be compensated for services rendered at a cost of \$60,000.00 annually payable at \$5000.00 per month upon submission of an invoice. This fee includes all costs with one exception; if the Jefferson County Commission (JCC) requests Contractor to attend in or out of state functions such as state, regional, and national conferences, seminars, meetings, etc., then JCC will be responsible for travel, lodging, transportation, meals, expenses, etc.

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 either party with a thirty (30) day written notice to the other regardless of reason. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all eligible expenditures to the date of the termination, less any payment of reimbursement already made.

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. Neither Party, to this Agreement, shall be responsible for the indemnification of the other for claims, losses or demands of any third party.

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. 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.

12. 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:

William F. Cosby, Jr., Principal

The Cosby Company

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

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

Feb-27-2007-234

BE IT RESOLVED by the Jefferson County Commission, that the Finance Director is hereby authorized and directed to transfer \$203,374.16 from the General Fund (01) to the Capital Improvements Fund (21) to cover the cost of upgrading the EMC enterprise storage (\$37,900) and to purchase and implement LANDesk Enterprise edition (\$165,474.16).

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

Feb-27-2007-235

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized and directed to have real and personal property appraised by an independent licensed appraiser for the following County owned facilities:

- 1) 298 acres located at the County Farm in the Corner area located at 3140 Beat Line Farm Road
- 2) North and East 80 acres adjacent to the Pauper's Cemetery located in Morris, AL, at 884 Glenwood Road
- 3) Buildings and equipment at the Central Laundry located at 120 County Shop Road.

BE IT FURTHER RESOLVED that the President of the Jefferson County Commission is authorized to execute a contract with the above appraiser for these services.

BE IT FURTHER RESOLVED that this contract shall not exceed \$20,000.00.

BE IT FURTHER RESOLVED that the Finance Director is authorized to transfer funds from the Capital Fund to the General Services fund for this contract.

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

Feb-27-2007-236

WHEREAS, on August 22, 1978, the President of the Jefferson County Commission executed a deed conveying the below described tract of land to the Rural Housing Authority of Jefferson County; and

WHEREAS, said conveyance provides that failure of the Rural Housing Authority to begin substantial construction within one (1) year shall cause the conveyance to be voidable by resolution of the Jefferson County Commission; and

WHEREAS, no construction has occurred on the subject property since August 22, 1978; and

WHEREAS, the Jefferson County Commission desires to exercise its right to void said conveyance.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the deed executed by the President of the Jefferson County Commission on August 22, 1978, and recorded at Real Property Volume 1654, Page 57, is hereby declared to be null and void and all right, title and interest in the below described land shall hereby revert to Jefferson County, Alabama.

A tract of land located in the SE 1/4 of the SW 1/4 and the SW 1/4 of the SE 1/4 of Section 29, Township 16 South, Range 2 West, being more particularly described as follows:

Begin at the NE corner of the SE 1/4 of the SW 1/4 of Section 29, Township 16 South, Range 2 West; thence run west along the north line of said 1/41/4 section a distance of 683.11 feet to the east right-of-way line of a public road; thence turn left 92°33'42" and run south along said right-of-way line a distance of 627.72 feet to the north right-of-way line of Black Creek Road; thence turn left 87°15'25" and run east along said right-of-way line a distance of 666.87 feet to the west right-of-way line of Pine Hill Road; thence turn left 97°18'30" and run northerly along said right-of-way line a distance of 22.05 feet to a point of curve, said curve being to the right having a radius of 1,060.0 feet and an interior angle of 12°17'40"; thence run northerly along said right-of-way line an arc distance of 227.45 feet to a point of curve, said curve being to the right having a radius of 2,030.0 feet and an interior angle of 10°54'47"; thence continue northerly along said right-of-way line an arc distance of 386.65 feet to the north line of the SW 1/4 of the SE 1/4 of Section 29, Township 16 South; Range 2 West; thence from the tangent to said curve turn left 106°24'50" and run west along said north line a distance of 76.26 feet to the point of beginning. Containing 10.0 acres, more or less.

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

Feb-27-2007-237

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: Demetrus Taylor - Human Resources.

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

Feb-27-2007-238

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Jefferson-Blount-St. Clair Mental Health/Mental Retardation Authority to provide case manager services for Jefferson County Family Court's Release to Aftercare Program beginning October 1, 2006 and ending September 30, 2007 in the amount of \$30,622.

CONTRACT NO. JCFC-01

CONTRACT

THIS AGREEMENT entered into this 1st day of October, 2006, by and between Jefferson County, Alabama, hereinafter called the County", and Jefferson-Blount-St. Clair Mental Health/Mental Retardation Authority, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2006.

WHEREAS, the County desires to contract for case manager services for the Jefferson County Family Court, hereinafter called "Family Court"; 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:** Contractor shall provide to the Jefferson County Commission for the Release to Aftercare Program the services of a full-time Jefferson County OUR Rap Kids Child and Adolescent Mental Health Case Manager (see Attachment A - on file in the Minute Clerk's office). The Contractor shall provide such services at the campus of the Family Court in space provided by the Jefferson County Commission. It is understood that all the said services shall be rendered under the supervision of those persons designated by the Court. It is expressly understood that the Contractor shall provide all clerical support for the services at no cost to the Jefferson County Commission. The Contractor will submit a quarterly and/or yearly report containing relevant information requested by the Court or Court Administration. All services rendered by the Contractor under this contract shall be rendered in accordance with the Court's standard procedures for providing of said services.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render said scope of services to Family Court at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2007 or until thirty thousand six hundred twenty-two dollars (\$30,622.00) is billed and paid whichever comes first.
4. **COMPENSATION:** The Contractor shall be paid monthly after submission of the monthly billing rate of \$2,551.83 per month, to be adjusted for services not actually provided. This amount is in accordance with Exhibit A attached. The Contractor agrees to submit to the Director of Programs documentation of Medicaid billing reimbursements at the end of the contract period. \$18,673.00 of the funds for the above services will be paid from ADECA Grant #05-JF-C3-023 and the remaining \$11,949.00) will be paid from the 2007 Fiscal Year (October 1, 2006 through September 30, 2007) Operating Budget. It is also understood that the Court shall provide no additional fringe benefits (vacation/sick leave, health insurance, etc.).
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. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.

7. 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

Richard Craig, Ph.D., Executive Director

Jefferson-Blount-St. Clair Mental Health/Mental Retardation Authority

Bettye Fine Collins, President

Jefferson County Commission

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

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

Communication was read from Roads & Transportation recommended the following;

1. BellSouth to install 925' of buried cable along Flat Top Road in West Jefferson.
2. BellSouth to install 997' of buried cable at 1520 Sterilite Drive in Center Point.
3. Request from Bright House Network to install 4,406' of buried cable in Morgan Run Subdivision (Phase 2).
4. Request from Bright House Network to install 16,715' of buried cable in Carroll Cove Subdivision (Phase 1 & 2).
5. Request from Bright House Network to install 6,183' of buried cable in Mountain Ridge Subdivision (Phase 1 & 2).

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that the Utility Permits be approved. Voting "Aye"

Humphryes, Smoot, Carns, Collins and Langford.

Feb-27-2007-239

A RESOLUTION IDENTIFYING SURPLUS COUNTY EQUIPMENT AND
AUTHORIZING THE DISPOSAL OF SAID EQUIPMENT VIA ONLINE AUCTION

WHEREAS, the County Fleet Manager has determined that the following list of retired rolling stock and miscellaneous equipment to be surplus and of no further use to the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the following County assets are hereby declared to be surplus property removed from the fixed assets inventory and disposed of via online auction.

Vehicle	Description	VIN	Asset ID
A946041	SEDAN 4 DR C V 94	2FALP71 W9RX 148995	A944101
A976075	SEDAN 4 DR C V G/W 97	2FALP71WXVX188450	971473
A976029	SEDAN 4 DR TAURUS 97	1FALP52U8VA196573	970401
A976083	SEDAN 4 DR C V G/W 97	2FALP71 W9VX188519	971481
A976222	SEDAN 4 DR C V G/W 97	2FALP71 W5VX188503	971450
A996007	SEDAN 4 DR C V G/W 99	2FAFP71 W9XX113660	990021
A996101	VAN PASS 15 E350 99	1FBSS31L6XHB87564	000774
A996204	SEDAN 4 DR LUMINA 99	2G1 WL52K2X9200609	990625
A996206	SEDAN 4 DR LUMINA 99	2G1WL52K0X9198987	990622
A006030	SEDAN 4 DR C V G/W 00	2FAFP71WXYXI33207	001271
A006216	SEDAN 4 DR C V G/W 00	ZFAFP71 W2YX133198	000733

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

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

Feb-27-2007-240

A RESOLUTION AUTHORIZING THE BIRMINGHAM TAX COLLECTOR USE OF TWO MOTOR POOL UNITS
FOR THE PERIOD MARCH SEPTEMBER 2007 BECAUSE OF TEMPORARY FIELD WORK DEMANDS

WHEREAS, the Birmingham Tax Collector has previously retired three vehicles and is requesting support from the County Motor Pool in an attempt to reduce costs and improve the efficiency of their operation, and

WHEREAS, the Birmingham Tax Collector has a special need for two motor pool vehicles for a 7 month period, as a result of temporary field work demands.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Fleet Manager is hereby authorized to issue two motor pool units to the Birmingham Tax Collector for the months of March through September 2007.

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

Feb-27-2007-241

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Jefferson County Subdivision Surety Deposit Agreement between Jefferson County, Alabama and Willow Glenn, LLC.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Willow Glens L.L.C.

Developer

Willow Glenn, 2nd Sector, Phase 3

Project

Seal coat of asphalt

improvement

December 14, 2007

Completion Date

\$15,000.00

Deposit

This agreement is between Jefferson County, Alabama (the "County") and the Developer identified above ("Developer").

WITNESSETH:

WHEREAS, Developer is developer of the above project in Jefferson County, Alabama (the "Project"), and has not yet constructed and installed the above described Project improvements (the "Improvements"); and

WHEREAS, the Improvements must be completed to comply with the County's Subdivision Regulations; and

WHEREAS, the Improvements are scheduled and required to be completed before the above completion date (the "Completion Date"); and

WHEREAS, the County is amenable to signing the record plat map for the Project pending completion of the improvements, if Developer deposits the above sum (the "Deposit") with the County to secure completion of the Improvements.

NOW THEREFORE in consideration of the premises, the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. Developer shall deposit the Deposit with the County to hold in the County's bank deposit account pursuant to this Deposit Agreement.
2. The County shall sign the record plat map for the Project upon receipt of the Deposit.
3. If the Improvements have not been completed on or before the Completion Date, the County shall be entitled to use the Deposit to complete the Improvements. If the proceeds of the Deposit exceed the amount required to complete the Improvements, the excess shall be refunded to Developer.
4. If the amount of the Deposit is insufficient to complete the Improvements, the County shall notify Developer of the amount of the deficiency (the "Deficiency") which sum shall be due and payable from Developer to the County within five business days after delivery or posting in the U. S. Mail of the notice to the following address:
14 Office Park Circle, Suite 260
Birmingham, AL 35223
Fax 205-871-4974
5. If all of any part of the Deficiency remains unpaid on the sixth business day following delivery of the aforesaid notice, Developer hereby grants the County a Lien for such unpaid amount on all of the real property and interests in real property Developer owns at the site of the Project to secure the payment thereof.
6. If legal action by the County is performed in order to enforce any provision of this Deposit Agreement the Developer hereby agrees to pay the reasonable amount or value thereof and any costs and expenses.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the duly authorized representatives as below.

JEFFERSON COUNTY, ALABAMA

BETTYE FINE COLLINS, President

Jefferson County Commission

Willow Glenn, L. L. C.

Developer

Joel Mulkin, Manager

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

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

Feb-27-2007-242

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Jefferson County Subdivision Surety Deposit Agreement between Jefferson County, Alabama and Somerset North, LLC.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Somerset North, LLC

Developer

Somerset North Subdivision

Project

Somerset North Entrance Turn Lane

Improvements

April 1, 2007

Completion Date

\$85,000.00

Deposit

This agreement is between Jefferson County, Alabama (the "County") and the Developer identified above ("Developer").

WITNESSETH:

WHEREAS, Developer is developer of the above project in Jefferson County, Alabama (the "Project"), and has not yet constructed and installed the above described Project improvements (the "Improvements"); and

WHEREAS, the Improvements must be completed to comply with the County's Subdivision Regulations; and

WHEREAS, the Improvements are scheduled and required to be completed before the above completion date (the "Completion Date");

WHEREAS, the County is amenable to signing the record plat map for the Project pending completion of the Improvements, if Developer deposits the above sum (the "Deposit") with the County to secure completion of the Improvements.

NOW THEREFORE in consideration of the premises, the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. Developer shall deposit the Deposit with the County to hold in the County's bank deposit account pursuant to this Deposit Agreement.
2. The County shall sign the record plat map for the Project upon receipt of the Deposit.
3. If the Improvements have not been completed on or before the Completion Date, the County shall be entitled to use the Deposit to complete the Improvements. If the proceeds of the Deposit exceed the amount required to complete the Improvements, the excess shall be refunded to Developer.
4. If the amount of the Deposit is insufficient to complete the Improvements, the County shall notify Developer of the amount of the deficiency (the "Deficiency") which sum shall be due and payable from Developer to the County within five business days after delivery or posting in the U. S. Mail of the notice to the following address:
Somerset North, LLC
PO Box 531264
Birmingham, AL 35253
(205)970-0300(205)970-0139 fax
5. If all or any part of the Deficiency remains unpaid on the sixth business day following delivery of the aforesaid notice, Developer hereby grants the County a Lien for such unpaid amount on all of the real property and interests in real property Developer owns at the site of the Project to secure the payment thereof.
6. If legal action by the County is performed in order to enforce any provision of this Deposit Agreement the Developer hereby agrees to pay the reasonable amount or value thereof and any costs and expenses.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the duly authorized representatives as below.

JEFFERSON COUNTY, ALABAMA

BETTYE FINE COLLINS, President
Jefferson County Commission
Somerset North, LLC
Developer
J. Allen Jones, Manager

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

Feb-27-2007-243

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following
Jefferson County Subdivision Surety Deposit Agreement between Jefferson County, Alabama and McCalla Properties, LLC.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

McCalla Properties, LLC

Developer

Carroll Cove

Project

Seal Coat and Grinding, if required

Improvements

2 years / 2009

Completion Date

\$75,000.00

Deposit

This agreement is between Jefferson County, Alabama (the "County") and the Developer identified above ("Developer").

WITNESSETH:

WHEREAS, Developer is developer of the above project in Jefferson County, Alabama (the "Project"), and has not yet constructed and installed the above described Project improvements (the "Improvements"); and

WHEREAS, the Improvements must be completed to comply with the County's Subdivision Regulations; and

WHEREAS, the Improvements are scheduled and required to be completed before the above completion date (the "Completion Date"); and

WHEREAS, the County is amenable to signing the record plat map for the Project pending completion of the Improvements, if Developer deposits the above sum (the "Deposit") with the County to secure completion of the Improvements.

NOW THEREFORE in consideration of the premises, the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. Developer shall deposit the Deposit with the County to hold in the County's bank deposit account pursuant to this Deposit Agreement.
2. The County shall sign the record plat map for the Project upon receipt of the Deposit.
3. If the Improvements have not been completed on or before the Completion Date, the County shall be entitled to use the Deposit to complete the Improvements. If the proceeds of the Deposit exceed the amount required to complete the Improvements, the excess shall be refunded to Developer.
4. If the amount of the Deposit is insufficient to complete the Improvements, the County shall notify Developer of the amount of the deficiency (the "Deficiency") which sum shall be due and payable from Developer to the County within five business days after delivery or posting in the U. S. Mail of the notice to the following address:
McCalla Properties, LLC.
P.O. Box 660205
Vestavia Hills, Alabama 35266-0205
5. If all of any part of the Deficiency remains unpaid on the sixth business day following delivery of the aforesaid notice, Developer hereby grants the County a Lien for such unpaid amount on all of the real property and interests in real property Developer owns at the

site of the Project to secure the payment thereof.

6. If legal action by the County is performed in order to enforce any provision of this Deposit Agreement the Developer hereby agrees to pay the reasonable amount or value thereof and any costs and expenses.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the duly authorized representatives as below.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

McCalla Properties, LLC

Developer

Michael C. Perry, Managing Member

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

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

Feb-27-2007-244

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Jefferson County Subdivision Surety Deposit Agreement between Jefferson County, Alabama and Cato Land & Development, LLC.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Cato Land & Development, LLC

Developer

THE WOODLANDS

Project

SEAL COAT

Improvements

NOVEMBER 8,2008

Completion Date

THIRTY SEVEN THOUSAND & NO/100

Deposit

This agreement is between Jefferson County, Alabama (JEFFERSON) and the Developer identified above ("CATO LAND & DEVELOPMENT LLC").

WITNESSETH:

WHEREAS, Developer is developer of the above project in Jefferson County, Alabama ("THE WOODLANDS"), and has not yet constructed and installed the above described Project improvements ("SEAL COAT").

WHEREAS, the Improvements must be completed to comply with the County's Subdivision Regulations; and

WHEREAS, the Improvements are scheduled and required to be completed before the above completion date (11/08/08).

WHEREAS, the County is amenable to signing the record plat map for the Project pending completion of the Improvements, if Developer deposits the above sum (\$37,000.00) with the County to secure completion of the Improvements.

NOW THEREFORE in consideration of the premises, the covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. Developer shall deposit the: Deposit with the County to hold in the County's band deposit account pursuant to this Deposit Agreement.
2. The County sign the record plat map for the Project upon receipt of the Deposit.
3. If the Improvements have not been completed on or before the Completion Date, the County shall be entitled to use the Deposit to complete the Improvements. If the proceeds of the Deposit exceed the amount required to complete the Improvements, the excess shall be refunded to Developer.
4. If the amount of the Deposit is insufficient to complete the Improvements, the County shall notify Developer of the amount of the deficiency (the "Deficiency") which sum shall be due and payable from Developer to the County within five business days after delivery or posting in the U. S. Mail of the notice to the following address:

441 Hwy 31 North
Warrior, AL 35180
FAX 590-4120

5. If all of any part of the Deficiency remains unpaid on the sixth business day following delivery of the aforesaid notice, Developer hereby grants the County a Lien for such unpaid amount on all of the real property and interests in real property Developer owns at the site of the Project to secure the payment thereof.

6. If legal action by the County is performed in order to enforce any provision of this Deposit Agreement the Developer hereby agrees to pay the reasonable amount or value thereof and any costs and expenses.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the duly authorized representatives as below.

JEFFERSON COUNTY

BETTY FINE COLLINS, President

Jefferson County Commission

CATO LAND & DEVELOPMENT LLC

John Cain, Managing Member

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

Feb-27-2007-245

BE IT RESOLVED, by the County Commission of Jefferson County, Alabama, as follows:

1. That the County enter into a Supplemental Agreement Number 3 with the State of Alabama, acting by and through the Alabama Department of Transportation amending an Agreement dated February 18, 1997, and Supplemental Agreement Number 1 dated November 23, 1999, and Supplemental Agreement Number 2 dated March 27, 2003 for:

Construction Agreement, Project STPBH-9802 () Jefferson County TOPICS (Phase 7) Intersection Improvements in Jefferson County; which Agreement is before this Commission.

2. That the Agreement be executed in the name of the County, by the President, for and on its behalf;

3. That the Agreement be attested by the County Clerk and the seal of the County affixed thereto

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the County Clerk.

Passed, adopted, and approved this 27th day of February, 2007

ATTESTED:

Bettye Fine Collins

County Clerk

President, Jefferson County Commission

AGREEMENT FOR CONSTRUCTION

BETWEEN THE STATE OF ALABAMA

AND

JEFFERSON COUNTY, ALABAMA

Project STPBH-9802 ()

Jefferson County TOPICS, Phase 7 Intersection Improvements Exhibit A

in Jefferson County

SUPPLEMENTAL AGREEMENT NUMBER 3

THIS SUPPLEMENTAL AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and Jefferson County, Alabama, hereinafter referred to as COUNTY.

WHEREAS, the STATE and COUNTY entered into a Construction Agreement for Jefferson County TOPICS (Phase 7) Intersection Improvements in Jefferson County, effective February 18, 1997, and

WHEREAS, the STATE and COUNTY desire to amend the Agreement entered into on February 18, 1997, and Supplemental Agreement Number 1 dated November 23, 1999, and Supplemental Agreement Number 2 dated March 27, 2003, by execution of this Supplemental Agreement.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated February 18, 1997, and Supplemental Agreement Number 1 dated November 23, 1999, and Supplemental Agreement Number 2 dated March 27, 2003, be and the same is hereby amended in the following respects:

1. Paragraph 15 of the foregoing Agreement is hereby amended by substituting January 15, 2011, in lieu of January 15, 2007, in such paragraph.
2. All other and remaining terms of the Agreement of February 18, 1997, shall remain the same.

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

ATTEST:

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President, Jefferson County Commission

County Clerk

APPROVED AS TO FORM:

Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Division Engineer, Brian C. Davis

Multimodal Transportation Planning Engineer Robert J. Jilla

Chief Engineer, D. W. Vaughn

STATE OF ALABAMA

ACTING BY AND THROUGH THE ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director, D. J. McInnes

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this day of , 2007.

GOVERNOR OF ALABAMA, BOB RILEY

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

Feb-27-2007-246

BE IT RESOLVED, by the County Commission of Jefferson County, Alabama, as follows:

1. That the County enter into a Supplemental Agreement Number 2 with the State of Alabama, acting by and through the Alabama Department of Transportation amending an Agreement dated November 23, 1999, and Supplemental Agreement Number 1 dated March 27, 2003 for:

Right-of-Way Acquisition Program, Project STPBH-7026 (), for improvements on Main Street from West Tarrant road to Mayne Road in Jefferson County; which Agreement is before this Commission.

2. That the Agreement be executed in the name of the County, by the President, for and on its behalf;
3. That the Agreement be attested by the County Clerk and the seal of the County affixed thereto

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the County Clerk.

Passed, adopted, and approved this 27th day of February, 2007

ATTESTED:

Bettye Fine Collins

County Clerk

President, Jefferson County Commission

AGREEMENT FOR RIGHT-OF-WAY ACQUISITION

BETWEEN THE STATE OF ALABAMA

AND

JEFFERSON COUNTY, ALABAMA

Project STPBH-7164 ()

Improvements on Main Street from West Tarrant Road to Red Mayne Road in Jefferson County

SUPPLEMENTAL AGREEMENT NUMBER 2

THIS SUPPLEMENTAL AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and Jefferson County, Alabama, hereinafter referred to as COUNTY.

WHEREAS, the STATE and COUNTY entered into a Right-of-Way Acquisition Program for improvements on Main Street from West Tarrant Road to Red Mayne Road in Jefferson County, effective November 23, 1999, and

WHEREAS, the STATE and COUNTY desire to amend the Agreement entered into on November 23, 1999, and Supplemental Agreement Number 1 dated March 27, 2003, by execution of this Supplemental Agreement.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated November 23, 1999, and Supplemental Agreement Number 1 dated March 27, 2003, be and the same is hereby amended in the following respects: 1. Paragraph 17 of the foregoing Agreement is hereby amended by substituting January 15, 2011, in lieu of January 15, 2007, in such paragraph. 2. All other and remaining terms of the Agreement of November 23, 1999, shall remain the same.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officer, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

ATTEST:
County Clerk

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

APPROVED AS TO FORM:

By: Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Division Engineer, Brian C. Davis

Multimodal Transportation Planning Engineer

Robert J. Jilla

Chief Engineer, D. W. Vaughn

STATE OF ALABAMA

ACTING BY AND THROUGH THE ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director, D. J. McInnes

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this day of _____, 2007

GOVERNOR OF ALABAMA, BOB RILEY

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

Feb-27-2007-247

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a sales contract between Jefferson County, Alabama and the U.S. Department of Housing and Urban Development for the purchase of property at 4024 7th Avenue, Brighton in the amount of \$2,800.00 "as is" - Tract No. 20, for the 7th Avenue Brighton Project.

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

Feb-27-2007-248

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: February 20, 2007
Purpose: Payment for acquired right-of-way, 0.145 acres (more or less)
0.186 acres (more or less) temporary construction easement
Project No. STPBH-7165(001) - Tract #15 of Mt. Olive Road #248 - (Fieldstown to West Main Street)

Jim Henderson Agent

Price: \$117,000.00
Pay to the order of: Shoney's Properties Group 4, L.L.C.
Mailing Address: P.O. Box 290936
Nashville, TN 37229-0936

Fund #22 0000 52503 0000 70071

Check Delivery Code 5000

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

Feb-27-2007-249

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: February 20, 2007
Purpose: Payment to Judge of Probate - Bessemer
Court Action - Cost Bill for CONDEMNATION Case #41257 01 Jeff. County v Pinkie Reed et al.
Main Street Brighton

Price: \$22,427.98
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 Humphries seconded by Commissioner Smoot that the above resolution be adopted.
Voting "Aye" Humphries, Smoot, Carns, Collins and Langford.

Feb-27-2007-250

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: February 20, 2007
Purpose: Payment for acquired right-of-way:

0.05 acres (more or less)
0.03 acres (more or less) temporary construction easement
Tract No. 5 - Heflin Avenue - Topics Phase VII
Project No.: STPBH-9802(75)

Agent: Jim Miller
Price: \$3,000.00
Pay to the order of: James B. Blankenhorn, Jr.
Mailing Address: 1572 Villa Esta Drive
Birmingham, AL 35214

Fund #22-0000-52503-0000-70047-000
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.

Feb-27-2007-251

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of BOBBY G. HUMPHRYES as its representative on the Jefferson County Emergency Management Agency ("EMA") Council.

Agreement with Alabama Department of Public Health for the 2007 Strategic National Stockpile Grant in the amount of \$45,000.

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

Feb-27-2007-252

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Edward Coleman, Henry Patterson, Gwendolyn Larkin and Suzette D. Clay, to serve on the North Smithfield/Greenleas Heights Fire District Board beginning upon approval and ending February, 2010, be and hereby is approved.

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

COOPER GREEN MERCY HOSPITAL GOVERNING BODY

Budget Amendment

Jefferson Health Systems \$939,559

Increase revenue and expenditures to record the insurance settlement check from Haskell, Slaughter & Young. No Additional Funds Required.

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

Feb-27-2007-253

BE IT RESOLVED by The Jefferson County Commission that Cooper Green Hospital shall be authorized to establish a Tobacco Related Disease Treatment Program.

BE IT RESOLVED by The Jefferson County Commission that Cooper Green Hospital shall be authorized to deposit the first check received (\$1,190,449.98) and any other checks to be received from the net proceeds of the City Tobacco Tax law (that was over turned) into the Cooper Green Hospital Foundation (Fund 12). These checks received are to be used by the Hospital to treat tobacco related diseases and smoke prevention. Once these programs are established, Cooper Green Hospital shall draw funds from the Foundation to pay for these programs.

BE IT RESOLVED that the Finance Director of the Jefferson County Commission is here by authorized and directed to transfer funds from the Cooper Green Hospital Foundation (Fund 12) to Cooper Green Hospital (Fund 31) for the purpose of funding expenses related to tobacco diseases and smoke prevention programs upon request by approved Unusual Demand (UD) by the authority of this resolution. Also, the Director of Budget Management is here by authorized and directed to process any approved budget amendment for the increased revenue and expenses of the Cooper Green Foundation (Fund 12) and the Cooper Green Hospital (Fund 31) related to smoke related diseases and smoke prevention programs.

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

Feb-27-2007-254

BE IT RESOLVED by The Jefferson County Commission that the Chief Executive Officer of Cooper Green/Mercy Hospital is authorized, when necessary, to refer patients to Trinity Medical Center or Princeton Baptist Medical Center for services or procedures that Cooper Green/ Mercy Hospital can not provide and are not provided by facilities currently under contract with 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.

Feb-27-2007-255

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Hospital and Birmingham Southern College to provide clinical experience to Pre-Health students.

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

Feb-27-2007-256

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Hospital and Alabama State University to provide clinical experience to Physical Therapy students.

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

Feb-27-2007-257

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Callahan Eye Foundation to provide surgical services for eye cases not provided at Cooper Green Mercy Hospital.

CONTRACT NO. 103-04

CONTRACT

WHEREAS, Jefferson County, Alabama, as a function of county government, operating Cooper Green Hospital and

WHEREAS, Jefferson County, Alabama, d/b/a Cooper Green Hospital (hereinafter referred to as the "Hospital"), desires to contract for services; and

WHEREAS, THE UNDERSIGNED, Callahan Eye Foundation Hospital, (hereinafter referred to as the "Contractor"), desires to furnish services to the Hospital.

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

1. SCOPE OF WORK: Contractor to provide eye surgical services for the Hospital on an as-needed basis.
2. TERM OF WORK: This contract shall be effective December 1, 2006 and end September 30, 2007. However, the contract may be extended, at the County's option, for two (2) additional one (1) year periods, not to exceed three full years. Provided, also, that the County may cancel upon 30 days written notice to the Contractor.
3. RATE OF PAY: The Contractor shall bill the hospital for services rendered to Hospital sponsored patients. Bills shall show the Hospital authorization number, the name of the patient, date admitted and discharged, and procedure performed. Bills submitted without the required Hospital authorization number will not be paid by the Hospital. Services for inpatient and outpatient surgeries, except for those services listed below, will be reimbursed by the Hospital at the Contractor's current Medicaid fee for service per diem rate (exclusive of any add-ons, adjustments, etc. for DSH or other funding).

<u>Code No</u>	<u>Procedure</u>	<u>Cost</u>
76514	Pachymetry testing	\$40.00
68761	Pumctum Plug	\$134.00

4. OTHER BENEFITS AND COMPENSATION: None
5. WORKMEN'S COMPENSATION, FICA TAXES, OCCUPATIONAL TAXES, ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES: 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, or handicap.
7. HOLD HARMLESS AND INDEMNIFICATION: Contractor does hereby agree to hold harmless, indemnify, defend and hold the Hospital, 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 the negligent or willful acts or omissions of the Contractor, its officers, employees and agents.
8. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claim under Workman's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operations under the contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured including a thirty (30) day written cancellation notice. Insurance coverage shall also include professional liability insurance.
9. Upon execution of contract the Contractor shall furnish the Jefferson County Finance Department with information required for

Form 1099 reporting and other pertinent data required by law.

10. 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 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 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 of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

IN WITNESS WHEREFORE, the parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative this day 2007.

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

CONTRACTOR

Raymond Butler, CEO

Callahan Eye Foundation 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.

Feb-27-2007-258

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Alabama Psychotherapy & Wellness Center to provide psychological counseling services to HIV infected patients at St. George Clinic in the amount of \$45,000 annually.

CONTRACT NO. 315-06

PROFESSIONAL SERVICES CONTRACT

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

WHEREAS, the County desires to contract for a qualified psychologist 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 provided there is no Merit System or Classified employees available to fill this position.
2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Request for Proposal No. 315-06, dated July 27, 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 Hospital. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the services of a qualified Psychologist to provide counseling services to HIV infected patients at the Hospital's St. George Clinic as well as their caregivers. Patients will be referred from the Hospital and fees will be paid by the County.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render psychological counseling services to the Hospital at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 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 per the fee schedule shown below:

<u>CPT CODE</u>	<u>DESCRIPTION</u>	<u>Ph.D. FEE</u>	<u>Ph.D. MISSED APPT.</u>
90801	Initial Office Evaluation	\$85.00	\$42.50
90804	Outpatient 20-30 min Psychotherapy	\$48.00	\$24.00
90806	Outpatient 45-50 min Psychotherapy	\$80.00	\$40.00
90808	Outpatient 75-80 min Psychotherapy	\$128.00	\$64.00
90816	Inpatient 20-30 min Psychotherap	\$56.00	
90818	Inpatient 45-50 min Psychotherapy	\$88.00	
90821	Inpatient 75-80 min Psychotherapy	\$144.00	
90846	Family Psychotherapy w/out patient	\$88.00	\$44.00
90847	Family Psychotherapy with patient	\$90.00	\$44.00
90853	>60 min Group Psychotherapy	\$40.00	\$20.00 with \$64.00 max
90885	Evaluation of Records/tests for diagnosis	\$85.00/hr*	
90887	Inte ./explanation of data	\$80.00/hr*	\$40.00
90889	Preparation of Report	\$85.00/hr*	
96100	Psychological Testing w/report	\$85.00/hr*	\$40.00
99098	Late Cancellation	variable as indicated above	
99099	Failure to Show	variable as indicated	

* Bill in increments o quarter hours, e. ., 1 hour =1.0 unit, 2 3/4 hours = 2.75 units

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:

Lorne Dann, Ph.D., Vice President

Ala. Psychotherapy & Wellness Center

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

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

Feb-27-2007-259

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Adult & Child Development Professionals to provide psychological counseling services to HIV infected patients at St. George Clinic in the amount of \$9,500 annually.

CONTRACT NO. 315-06A

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of October, 2006, by and between Jefferson County, Alabama, hereinafter called "the County", and Rebecca Dossett, Ph.D. d/b/a Adult & Child Development Professionals, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2006.

WHEREAS, the County desires to contract for a qualified psychologist 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 provided there is no Merit System or Classified employees available to fill this position.
2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Request for Proposal No. 315-06, dated July 27, 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 Hospital. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the services of a qualified Psychologist to provide counseling services to HIV infected patients at the Hospital's St. George Clinic as well as their caregivers. Patients will be referred from the Hospital and fees will be paid by the County.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render psychological counseling services to the Hospital at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 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 \$105.00 per hour for services provided payable monthly per submission of an approved 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:

Rebecca Dosset, Ph.D.

Adult & Child Development Professionals

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

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

Feb-27-2007-260

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Seabe Staton, Jr., d/b/a SACS, Inc. to provide services of a qualified electro-encephalographic technologist for Cooper Green Mercy Hospital in the approximate amount of \$15,000 annually.

CONTRACT N0. 289-06

PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of October, 2006, by and between Jefferson County, Alabama, hereinafter called

"the County", and SACS, Inc., hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2006.

WHEREAS, the County desires to contract for Electroencephalographic Technologist services for Cooper Green Hospital, 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 provided there is no Merit System or Classified employees available to fill this position.

2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Request for Proposal No. 289-06, dated July 17, 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 Hospital. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the services of qualified Electroencephalographic Technologist as certified by the American Board of Registration of Electroencephalographic Technologists.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render EEG 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 a rate of \$90.00 per EEG performed plus a \$5.00 per shift on-call fee payable monthly per an approved 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:

Seabe Staton, Jr.

SACS, Inc.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

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

Feb-27-2007-261

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Secure Optimal Staffing to provide emergency temporary nursing personnel as needed at County facilities.

CONTRACT NO. 265-061

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 Secure Optimal 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 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 (on file in the Minute Clerk' office) of this Contract. Contractor shall submit a monthly itemized invoice showing employee name, classification,

rate of pay, and date and hours worked. Payment shall be Net 30 days of 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:

Reginald E. Savage, President

Secure Opitmal Staffing

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Maxim Healthcare Services, Inc. to provide emergency temporary nursing personnel as needed at County facilities.

CONTRACT NO. 265-06H

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 Maxim 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, 26506, 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 - on file in the Minute Clerk' office) 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 (on file in the Minute Clerk' office) of this Contract. Contractor shall bill weekly showing facility worked, employee name & classification, date of service, shift worked, hours worked and bill rate. Invoices are due and payable within 30 days of receipt.
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:

Robert Teaff, Assistant Controller

Maxim Healthcare Services, Inc.

JEFFERSON COUNTY, ALABAMA

Betty 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.

Feb-27-2007-263

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Self, Maples & Copeland, PC to prepare and submit annual Medicare and Medicaid Cost Reports and provide cost reimbursement consultation as needed for Jefferson Rehabilitation and Health Center in the amount of \$9,500.

CONTRACT NO. 309-06

PROFESSIONAL SERVICES CONTRACT

WHEREAS, Jefferson County, Alabama, as a function of county government, operating the Jefferson Rehabilitation and Health Center and,

WHEREAS, Jefferson County, Alabama d/b/a Jefferson Rehabilitation and Health Center, hereinafter referred to as "the Facility", desires to contract for cost accountant services; and

WHEREAS, the undersigned, Self, Maples & Copeland, P.C., hereinafter referred to as "the Contractor, desires to furnish such services to the Facility.

NOW, THEREFORE, in consideration of the above and below, 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. 309-06, dated July 25, 2006, the terms of which are included herein by reference. The Contractor shall perform all necessary professional cost accountant 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:

- Prepare an annual Cost Report Medicare
- Prepare an annual Cost Report Medicaid
- Provide cost reimbursement consultation on an as needed basis

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional consulting services to the Facility at any time after the effective date, October 1, 2006, 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 for services rendered at a cost of \$9500.00 for both the Medicare and Medicare annual Cost Reports and \$150.00 per hour for Cost Reimbursement consultation payable upon submission of an approved 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:

Thomas E. Self, CPA

Self, Maples & Copeland P.C.

JEFFERSON COUNTY, ALABAMA

Betty 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.

Feb-27-2007-264

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Regional Biomedical Laboratory, Inc. to provide laboratory testing services at Jefferson Rehabilitation & Health Center in the approximate amount of \$16,500 annually.

CONTRACT NO. 307-06

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 3rd day of November, 2006, by and between Jefferson County, Alabama, hereinafter called "the County", and Regional Biomedical Laboratory, Inc., hereinafter called "the Contractor". The effective date of this agreement shall be December 1, 2006.

WHEREAS, the County desires to contract for laboratory testing services for the Jefferson Rehabilitation and Health Center, hereinafter called "the Facility"; 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.307-06, 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 the Facility. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner laboratory testing as required by the Facility and described below:

- A. Perform standard laboratory testing on a daily basis Monday thru Friday, excluding holidays. All testing is performed by referral of attending physician
- B. Provide daily courier services to the Center in the afternoon
- C. Daily phlebotomy service in the morning, Monday thru Friday, excluding holidays.
- D. Report results by courier, fax, or computer no later than 6:00 P.M. the evening of the day testing was performed with the exception of tests not performed in-house for which results take longer, usually the next day.
- E. Report preliminary microbiology results in 24 hours.
- F. Report ALERT and STAT results immediately by telephone to the designated Center staff person.
- G. Provide all laboratory supplies for samples to be tested by Provider under this contract.
- H. Have the capability to provide daily, weekly, and monthly draw schedules.
- I. Provide all necessary forms necessary for the ordering and billing of tests.
- J. Provide Center with a complete list of information necessary for the ordering and billing of all tests ordered by the Center.
- K. Supply a remote printer or fax, centrifuge, and small refrigerator to the Center.
- L. Conduct in-service education related to Medicare and Medicaid regulations as they pertain to the ordering of tests.
- M. Abide by all rules, regulations, and testing procedures in accordance with all applicable federal, state and local laws.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional laboratory testing services to the Facility at any time after the effective date of this Contract. The completion date of all services under this Contract is November 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 as follows:

A. The Contractor shall directly invoice the Facility monthly for Medicare Part A residents. Contractor will provide the Facility with a detailed invoice showing date of service, name of resident and test performed. Contractor will bill direct for Medicare Part B and Medicaid services. Charges for Medicare Part A services will be in accordance with the current 2006 Clinical Diagnostic Laboratory Fee Schedule attached to and made a part of this contract. When the 2007 Clinical Diagnostic Laboratory Fee Schedule is released, Contractor will forward a copy to the Facility and to the Jefferson County Purchasing Department for incorporation into the contract and purchase order.

B. On rare occasions, tests are ordered that cannot be performed on site at the Contractor's facility. Often times the charges for the testing exceed Medicare Reimbursement. In the case of Part A billing, the testing laboratory will bill the Contractor directly. In order to be in compliance with OIG regulations, Contractor must pass on that cost to the Facility. Every attempt will be made to alert the Facility if and when this occurs. Contractor will make every effort to negotiate the lowest price prior to passing the cost on to the Facility.

C. Re-billing charge of \$3.00 per bill anytime billing must be changed due to inaccurate information received from the Facility

D. Mileage - \$1.13 per mile. Mileage is calculated based on the total miles driven and the total patients drawn during a trip. This charge may be increased in January 1, 2007 should the 2007 Medicare Fee Schedule increase its reimbursement greater than \$1.13 per mile.

E. Phlebotomy charge \$5.00 per draw. This fee may be increased January 1, 2007 if the 2007 Medicare Fee Schedule increases its reimbursement greater than \$5.00.

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:

Susan Emanuelsen, President

Regional Biomedical Laboratory, Inc.

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

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

Feb-27-2007-265

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Southern Radiology Services, Inc. to provide on-premise diagnostic EKG and x-ray services at Jefferson Rehabilitation & Health Center.

CONTRACT NO. 306-06

CONTRACT FOR PROFESSIONAL SERVICES

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

WHEREAS, the County desires to contract for mobile diagnostic EKG and X-Ray services for the Jefferson Rehabilitation and Health Center, hereinafter called "the Center"; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth provided there are no System or Classified employees available.
2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Request for Proposal No. 306-06, dated July 24, 2006, the terms of which are included herein by reference. The Contractor shall perform on-premises diagnostic EKG and X-ray services to the residents and employees of the Jefferson Rehabilitation & Health Center.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to assist the County effective December 1, 2006 and shall schedule and undertake technical and professional services requested under this Contract in an expeditious manner. The completion date of all professional services under the 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 reimbursed for the services specified under this Contract at the rate shown below:
Contractor will directly bill to Medicare all services provided for Part B residents and directly invoice the Center for Part A residents. The cost will be Medicare Schedule less 20% discount off technical component only. State Health Department required employee chest X-rays (1 view) will be offered at \$40.00 each.
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, or disability of an applicant, clients, and/or other staff involved.
7. **CONFLICT OF INTEREST:** The Contractor declares that, as of the date of this contract, neither the County nor any County Commissioner nor any Director nor any other Jefferson County Government official is directly or indirectly interested in this contract or any contract with the Contractor for which compensation will be sought during the period of time this contract is being performed; and, furthermore, the Contractor pledges that he/it will notify the Purchasing Manager in writing should it come to his/its knowledge that any

County official becomes either directly or indirectly interested in the contract or any contract with the Contractor for which compensation will be sought during the aforesaid period. In addition, the Contractor declares that, as of the date of this contract, neither he/it nor any of his/its officers or employees have given or donated or promised to give or donate, either directly nor indirectly, to any official or employee of the Jefferson County Commission, or to anyone else for the County's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with the County under which compensation will be sought during the period of time this contract is being performed and furthermore, that neither the Contractor nor any of his/its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the Jefferson County Commission, or to anyone else for the County's benefit, any sum of money or other thing of value, for aid or assistance in obtaining any amendment to this contract or any other contract with the Contractor for which compensation will be claimed during the period of time this contract is being performed.

8. **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.

9. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with their Federal Employment Identification Number, mailing addresses and any other pertinent data required by law.

10. **SUSPENSION AND TERMINATION:**

A. This Contract may be suspended or terminated by the County upon at least thirty (30) day written notice should the Contractor fail to perform in accordance with the terms of this Contract. Prior to termination, the County will provide adequate written notice to the

Contractor affording it the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within thirty (30) days after receipt of notice.

B. This Contract may be suspended or terminated by the County upon at least thirty (30) day written notice to the Contractor. In the event of suspension or termination not the fault of the Contractor, the Contractor shall be compensated for all eligible expenditures to the date of suspension or termination, less any payment of reimbursement already made. There will be no payment on account of loss of anticipated profit or revenues or other economic loss arising out of such termination.

11. **LIABILITY**

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

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

12. **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. The contractor has the right to adjust the billing rate due to increases in wages and/or related taxes, benefits, and other mandated costs required to be made. A written request must be made to the County and an amended agreement will be executed.

13. **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 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 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 of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

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

Lauryn Pollard, Sales/Marketing Director
Southern Radiology Services, LLC
JEFFERSON COUNTY, ALABAMA
Bettye Fine Collins, President
Jefferson County Commission

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

Feb-12-2007-266

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

Lakisha T. Hampton	Antonio T. Washington	Danny Joe Barrett	Timothy O. Bell
Charles E. Brownlee	Aimee Jo Cleveland	Paul Daniel	Eric W. Edwards
Byron D. Jackson	Scott T. Morro	Percy Nolan	John L. Pennington

There are 12 bonds for Deputy Sheriff (for Commission approval only)

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

Feb-27-2007-267

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Regional Planning Commission of Greater Birmingham (hereinafter called the "Contractee").

WITNESSETH:

WHEREAS, the County desires to develop and promote County resources; and

WHEREAS, the County recognizes the transportation systems within the County as public services resources of the County; and

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

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

1. The term of this Agreement shall begin upon execution herein and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$80,116 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Transportation planning in accordance with requirements set out in the State certification.
 - b. Assist the Metropolitan Planning Organization (MPO) in designating and implementing local transportation projects
to receive federal and state funding.
 - c. Assistance to the County as required in economic development undertakings.
 - d. Provide planning and statistical services to the County on an area-wide and localized basis as required.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.
7. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

Regional Planning Commission of Greater Birmingham

Contractee

William R. Foisy, Acting Executive Director

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

Feb-27-2007-268

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Operation New Birmingham (hereinafter called the "Contractee").

WITNESSETH:

WHEREAS, the County desires to develop and promote County resources; and

WHEREAS, the County recognizes that revitalization of buildings and communities fosters economic health and community pride by creating and maintaining jobs, strengthening the tax base and enhancing a community's concern for its history, sense of place and quality of life; and

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

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

1. The term of this Agreement shall begin upon execution of this contract and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$25,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Defray a portion of the expenses of the Martin Luther King, Jr. Unity Breakfast including complimentary tickets for those who could not attend otherwise, prizes and other costs of an essay and oratorical contest on Dr. King's legacy for schools in Jefferson County and other costs of the breakfast.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.
7. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Operation New Birmingham

Michael Calvert, President

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

Feb-27-2007-269

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

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

W I T N E S S E T H:

WHEREAS, the County recognizes that children are valuable resources of the County; and

WHEREAS, the County recognizes that quality education and exposure to educational, recreational and cultural experiences for children generate substantial social and healthful activity and improves and enhances the quality of life in Jefferson County; and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to assist in the

development and promotion of said County resources.

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$22,500 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Purchase uniforms to consist of new coats, pants and uniform accessories (hats, sashes and gauntlets) for the band at Oak Grove High School.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.
7. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Jefferson County Board of Education

Dr. Phil Hammonds, Superintendent

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

Feb-27-2007-270

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Literacy Council of Central Alabama (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County desires to develop and promote County resources; and

WHEREAS, the County recognizes education of its citizenry as one of the most valuable resources of the County; and

WHEREAS, the County recognizes that a quality education and exposure to educational experiences enhances the value of its citizens to themselves and to the community; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$10,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide the "Partner in Reading" programs which will support a literacy program for the Chalkville Youth Detention Center for the young women ages 13 - 18 who are residents at this facility and who are reading at or below grade level.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.
7. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

Literacy Council of Central Alabama

Jackie Wuska, President & Executive Director

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

Feb-27-2007-271

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Birmingham Board of Education (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County recognizes that children are valuable resources of the County; and

WHEREAS, the County recognizes that quality education and exposure to educational, recreational and cultural experiences for children generate substantial social and healthful activity and improves and enhances the quality of life in Jefferson County; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$2,803 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Purchase warm-ups, team travel bags, coaching shirts and uniforms for the girl's basketball team at Wenonah High School.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.
7. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Birmingham Board of Education

Dr. Stan Mims, Superintendent

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and CRS Engineering, Inc. to provide electrical engineering services for the replacement of the existing UPS system at the Jefferson County Courthouse in the amount of \$5,000.

February 09, 2007

Jefferson County General Services
716 Richard Arrington, Jr. Boulevard, North
Birmingham, Alabama 35203
Attention: Billy Morace
Project: Jefferson County Courthouse
UPS Replacement
Birmingham, Alabama
CRS Proposal No. 07042

Dear Billy:

We appreciate the opportunity to furnish electrical engineering services for you on this project.

Our understanding of the scope of this project is as follows: Replace existing 125 kVA UPS at Jefferson County Courthouse with new 160 kVA unit.

Preliminary Project Budget:\$100,000

Fee Structure

We propose to furnish basic engineering services for a lump sum of Five Thousand Dollars (\$5,000.00). Invoices will be sent at the completion of major phases of the project. Payment is due thirty (30) days after receipt of invoice.

Reimbursable Expenses

Reimbursable expenses are in addition to the Fee amount and will be billed on a monthly basis at cost.

Project Phase Schedule

<u>Project Phase</u>	<u>Percent of Project Fee</u>
Construction Drawings	80%
Construction Period Services	20%

Basis of Proposal

- One CDROM of digital format of M-E-P documents will be provided for contractors' use in preparing shop drawings and as built documents.
- Attached Terms and Conditions

Hourly Rates (*Hourly rates shall be annually adjusted in accordance with normal salary review practices.):

Senior Principal	\$135.00/hour	Lighting Consultant	\$ 80.00/hour
Principal	\$110.00/hour	Staff Engineer	\$ 70.00/hour
Project Manager	\$100.00/hour	Designer	\$ 70.00/hour
Project Engineer	\$ 95.00/hour	CARD Operator	\$ 55.00/hour
Production Engineer	\$ 80.00/hour	Secretarial	\$ 50.00/hour

Acceptance

To approve our proposal, please sign in the space provided below and return to us for our files. This proposal is valid for period of thirty (30) days. We appreciate the opportunity to offer this proposal and look forward to the successful completion of the project.

CRS Engineering, Inc.

John Gill, P. E., LC

Principal / Project Manager

ACCEPTED: Bettye Fine Collins

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

Unusual Demand

1.	Alabama Board of Examiners of NHA	Permit for Administrator	Jeff Rehab & Health Center	\$750.00
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Motion was made by Commissioner Langford seconded by Commissioner Humphryes that the above Unusual Demand be approved. Voting "Aye" Langford, Humphryes, Carns, Collins and Smoot.

An opinion from the County Attorney was provided that an Executive Session was needed and legally appropriate to discuss the legal ramifications and opposition resulting from a controversy regarding Jefferson County's contract with Unisys for a software for Tax Collector.

Motion was made by Commissioner Carns seconded by Commissioner Humphryes that the Commission go into Executive Session. Voting "Aye" Carns, Humphryes, Collins and Langford. Voting "Nay" Smoot.

Commissioner Collins stated the Commission Meeting would adjourn for Executive Session and return at 11:00 a.m. for the Jefferson County Zoning Hearing.

The check issued during the week beginning February 19, 2007, and ending February 23, 2007, are as follows:

BEGINNING CHECK NUMBER	387351	ENDING CHECK NUMBER	387740
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At 11:00 a.m. the Commission reconvened with the following members present:

District 1 Larry Langford

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

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

Feb-27-2007-273

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

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

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

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

BE IT FURTHER RESOLVED that the President is hereby authorized and directed to execute all zoning maps and detail sheets

and documents as may be necessary and appropriate to carry out this action.

Z-2007-001 Barbara Clevenger, owner. Change of zoning on Parcel ID# 18-25-0-0-part of 71 in Section 25 Twp 17 Range 7 West from C-2 (Outdoor Amusement) to A-1 (Agriculture) for residential use (mobile home). (Site Only: 1220 Shortown Branch Road, Bessemer, AL 35023) (WARRIOR RIVER) (1 Acre M/L)

RESTRICTIVE COVENANT: No more than one (1) mobile home shall be permitted on this property.

Motion was made by Commissioner Langford seconded by Commissioner Humphryes that Z-07-001 be approved subject to filing of covenants. Voting "Aye" Langford, Humphryes and Collins.

Z-2006-064 U.S. Steel Corporation, owner; J.M. Hutto, agent. Change of zoning on Parcel ID# 38-27-3-2-1.001 in Section 27 Twp 19 Range 4 West from A-1 (Agriculture) to R-G (Single Family) for a garden home subdivision. (Case Only: 6040 and 6041 Hopewell Road, Bessemer, AL 35022) (HOPEWELL) (35.3 Acres M/L)

RESTRICTIVE COVENANTS: 1. The development of this property shall not exceed a density of 2.7 units per acre, or a maximum of 94 lots; 2. the developer shall dedicate right-of-way to a minimum of 25 feet from the centerline of any and all streets abutting the subject property; and, 3. the design speed for the turn lanes shall be at least 40 mph; 4. Reversionary Clause

Motion was made by Commissioner Humphryes seconded by Commissioner Langford that Z-006-064 be approved subject to filing of covenants. Voting "Aye" Humphryes, Langford and Collins.

Z-2007-002 Jerry Lightsey, owner; David Beattie, agent. Change of zoning on Parcel ID# 42-6-2-0-8.1 in Section 6 Twp 20 Range 4 West from A-1 (Agriculture) to C-1 (Commercial) for a retail sales of fireworks in a permanent structure. (Case Only: 4985 McAdory School Road, McCalla, AL 35111) (McCALLA) (0.6 Acres M/L)

Motion was made by Commissioner Humphryes seconded by Commissioner Langford that Z-07-002 be denied. Voting "Aye" Humphryes, Langford and Collins.

Thereupon the Commission Meeting was adjourned to meet Tuesday, March 6, 2007, at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk