

STATE OF ALABAMA)

JEFFERSON COUNTY) May 1, 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 3 Bobby Humphryes

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the Minutes of April 24, 2007, be approved. Voting "Aye" Humphryes, Carns, Collins and Langford.

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May-1-2007-546

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Special Meeting of the Jefferson County Commission held on April 26, 2007 at 10:00 a.m. in the Jefferson County Courthouse in Birmingham is hereby acknowledged and confirmed and the following resolutions and actions taken and approved by the County Commission therein are hereby acknowledged, confirmed, ratified and approved.

On Motion by Commissioner Carns and seconded by Commissioner Humphryes, voting "Aye" Carns, Humphryes, Collins and Langford.

Apr-26-2007-543-SP-MTG

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of Frederick Hamilton, Director of Community Development and consultant Frank Spencer, Spencer Engineering, Inc., the contract for Kimberly Senior Citizen's Center, Project No. CD01-03A-W04M4-KIM, is awarded to low bidder Rainbow Building Company, Inc. in the amount of \$437,673.00, following value engineering deductions offered by low bidder Rainbow Building Company and accepted and approved hereby.

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

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Apr-26-2007-544-SP-MTG

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of Frederick Hamilton, Director of Community Development and consultant Robert Thompson, Thompson Architecture Inc., the contract for Clay Senior Center Expansion, Project No. CD05-03A-A05M4-CSC, is awarded to low bidder Wilco Construction Co., Inc. in the amount of \$376,688.00, following value engineering deductions offered by low bidder Wilco Construction Co., Inc. and accepted and approved hereby.

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

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Apr-26-2007-545-SP-MTG

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the submission by the County Attorney an ORDER from the Circuit Court in the case of Mike Hale v. Jefferson County and Personnel Board of Jefferson County, et al., Civil Action No. CV 07-1040, which orders the County to make the payments to Health Assurance, LLC, for medical services actually performed in the Jefferson County Jails at the rate set out in the document entitled "Health Services Contract" entered between the Sheriff

and Health Assurance, LLC, upon verification and approval by the Sheriff of invoices therefor, the Finance Director is hereby directed to implement the Order as aforesaid.

Motion was made by Commissioner Langford seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Langford and Carns. Commissioner Smoot abstained from voting.

*Commissioner Smoot came into Commission Chambers.*

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STAFF DEVELOPMENT

Multiple Staff Development

EMA/2 Participants			
Gay Nell White		San Antonio, Texas	\$1,991.43
Michael Harter		ESI Third Annual WEBEOC User Conference May 28 - June 1, 2007	\$2,181.91
EMA/2 Participants			
Michael Harter		Washington, D.C.	\$1,468.77
Duan King		GovSec U.S. Law & Ready 2007 May 8-11, 2007	\$1,468.77
Sheriff's Dept./2 Participants			
Charles R. Eddings		Tuscaloosa, Alabama	\$125.00
Susan Brumeloe		GFOA Fund Accounting Course June 6, 2007	\$125.00

Individual Staff Development

Bobby G. Humphryes	Commission	Montgomery, Alabama 2007 County Day at the Legislature May 22-23, 2007	\$289.96
Alan K. Dodd	Roads & Trans	Clayton, Georgia IRWA Course 103 - Ethics & the Right of Way Profession July 17-19, 2007	\$590.00
Willie Hardley, Jr.	Sheriff's Dept.	Grand Rapids, Michigan International Conference of Police Chaplains June 23-30, 2007	\$1,662.08
For Information Only			
Helana Bewley	Personnel Board	Birmingham, Alabama SHRM Alabama State Conference May 16, 2007	\$139.00

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

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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) (As amended - PO # 269950 pulled from report)

1. CENTRAL LAUNDRY FROM PURITAN SERVICES, BIRMINGHAM, AL, TO ADD FUNDS TO EXISTING PURCHASE COMMITMENT NUMBER 1243. REFERENCE TAG# 780216 \$4,500.00 TOTAL REFERENCE P.O. # 263389
2. MEDICAL RECORDS FROM DOCUMENT TECHNOLOGY, MOBILE, AL, TO ADD FUNDS TO EXISTING P.O. 269526.

- REFERENCE TAG# 780216 \$7,000.00 TOTAL      REFERENCE BID# 813-06      REFERENCE P.O. # 63389
3. COMMUNITY DEVELOPMENT FROM THE BIRMINGHAM NEWS, BIRMINGHAM, AL, TO CHANGE ORDER TO P.O. 260569 TO ADD FUNDS FOR ADVERTISEMENTS TO BE PLACED IN THE NEWSPAPER AS NEEDED.  
REFERENCE TAG# 770407 \$9,000.00 TOTAL
4. COOPER GREEN HOSPITAL FROM STRYKER ORTHOPEDIC, CHICAGO, IL, TO REPORT FUNDS USED FOR TOTAL HIP REPLACEMENT.      REFERENCE TAG# 812023      \$6,517.50 TOTAL
5. PERSONNEL BOARD OF JEFFERSON COUNTY FROM VANZETTA PENN MCPHERSON, MONTGOMERY, AL, FOR SPECIAL HEARING OFFICER SERVICES TO BE PROVIDED IN THE CASE OF THE PERSONNEL BOARD AGAINST INDIVIDUALS FOR VIOLATING SECTION 22 OF PBJC'S ENABLING ACT, IN ADDITION TO NUMEROUS PBJC RULES AND REGULATIONS.      REFERENCE TAG# 812094      \$15,000.00 TOTAL      "FOR INFORMATION ONLY"
6. PERSONNEL BOARD OF JEFFERSON COUNTY FROM DELORES R. BOYD, ESQ., MONTGOMERY, AL, FOR SPECIAL HEARING OFFICER SERVICES TO BE PROVIDED IN THE CASE OF THE PERSONNEL BOARD AGAINST INDIVIDUALS FOR VIOLATING SECTION 22 OF PBJC'S ENABLING ACT, IN ADDITION TO NUMEROUS PBJC RULES AND REGULATIONS.      REFERENCE TAG#810333      \$15,000.000 TOTAL      "FOR INFORMATION ONLY"
7. PERSONNEL BOARD OF JEFFERSON COUNTY FROM CLEAR CHANNEL, ATLANTA, GA FOR COMMERCIAL ADVERTISEMENTS FOR THE HOUSTON, TEXAS AREA TO INVITE LISTENERS TO PROVIDE APPLICANTS FOR THE MERIT SYSTEM POSITIONS AVAILABLE WITHIN THE COUNTY.      REFERENCE TAG# 811118  
\$10,040.00 TOTAL      "FOR INFORMATION ONLY"
8. GENERAL SERVICES FROM DOWDY AND ASSOCIATES, BIRMINGHAM, AL, FOR PACKAGED DOMESTIC WATER BOOSTER.      REFERENCE BID# 21307      \$49,993.00 TOTAL
9. JEFFERSON REHAB & HEALTH CENTER FROM BRESKO (BIRMINGHAM RESTAURANT SUPPLY CO.), BIRMINGHAM, AL, FOR FOOD CARTS SIX (6). REFERENCE TAG# 806410      \$11,928.00 (\$1,988.00 EACH)  
TOTAL  
REFERENCE BID# 204-07

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

JEFFERSON COUNTY COMMISSION  
Finance Department  
Unusual Demands  
May 1, 2007

Vendor Number	Vendor	Description	Department	Amount	
JOINT RESPONSIBILITY					
01	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	BD OF EQUALIZATION	18.00
02	0016378	CHARLIE RICHARDSON	TRAVEL REIMBURSEMENT	SHERIFF: BHAM ENFORCEMENT	426.85
03	0023796	JUDI MCANALLY	TRAVEL REIMBURSEMENT	SHERIFF: BHAM ENFORCEMENT	69.26
ROADS & TRANSPORTATION					
04	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	R&T: BRIDGE MAINTENANCE	30.00
05	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	R&T: BRIDGE MAINTENANCE	151.11
06	0015829	NOTARY PUBLIC	NOTARY DIANE POLITO	R&T: ADMINISTRATION	82.94
07	0015829	NOTARY PUBLIC	NOTARY ALLISON JENKINS	R&T: HIGHWAY	92.56
08	0021938	J T SMALLWOOD	PAY DELINQUENT FEES & TAXES	R&T: RIGHT OF WAY	167.82
09	0035585	BILLY BOWMAN	TRAVEL REIMBURSEMENT	R&T: HIGHWAY MAINT KETONA	63.00
10	0038377	US DEPT OF HOUSING	RIGHT OF WAY	R&T: RIGHT OF WAY	10000.00
ENVIRONMENTAL SERVICES					
11	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	ES: LEEDS WWTP	14.58
12	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	ES: SANITATION ADMINISTRATION	84.20
13	0011564	GRAYSVILLE WATER/GAS	DEPOSIT FOR WATER & GAS	ES: PACKAGE WWTP	400.00
14	0029908	JUDGE OF PROBATE	PAY PROBATE COURT COST	VALLEY WWTP PROJECTS	424.96
HEALTH AND HUMAN SERVICES					
15	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	JEFFERSON REHAB: PATIENT ACTIVITY	291.77
16	0034511	U S & CANADIAN ACADE	MEMBERSHIP GREGORY DAVIS	CORONER/MEDICAL EXAMINERS	175.00
FINANCE AND GENERAL SERVICES					
17	0010508	CITY OF BHAM	REFUND DEPOSIT IN ERROR	FINANCE DEPARTMENT	78.30

18	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	FAMILY COURT JUVENILE	148.65
19	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	FINANCE SEWER SERVICES	61.16
20	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	GEN SVCS: ADMINISTRATION	253.39
21	0013570	CITY OF TRUSSVILLE	REIMBURSEMENT FOR CONSUMPTION	FINANCE SEWER SERVICES	1112.80
22	0023945	CHARLES P BELL JR	TRAVEL REIMBURSEMENT	REVENUE	56.30
23	0024171	GRESHAM SMITH & PARTNERS	SALARIES SUPPLIES UTILITIES	FINANCE ADMINISTRATION	5593.42
24	0025525	CONTACT NETWORK INC	SALARIES SUPPLIES UTILITIES	FINANCE ADMINISTRATION	100.00
25	0025525	CONTACT NETWORK INC	SALARIES SUPPLIES UTILITIES	FINANCE ADMINISTRATION	800.00
26	0037865	CMH ARCHITECTS INC	REIMBURSEMENT TRAINING	GEN SVCS: ADMINISTRATION	3649.86

Motion was made by Commissioner Langford seconded by Commissioner Humphryes that the Unusual Demands be approved.

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

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Communication was read from Budget & Management recommending the following:

**A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION**

1. Roads & Transportation      \$210,438.22

Increase revenue and expenditure to record state reimbursement to be used for the 7<sup>th</sup> Avenue Brighton Project. No Additional Funds Required.

2. Cooper Green Mercy Hospital      \$25,000

Shift funds from Indigent Care Fund 12 to Cooper Green Hospital Fund 21 for management and fund raising activities. No Additional Funds Required.

**B. FOR INFORMATION ONLY**

Sheriff'S Department      \$0

Add an Administrative Assistant II (Gr. 13) position. Annual difference \$39,083.15. No Additional Funds Required.

Motion was made by Commissioner Langford seconded by Commissioner Carns that the Budget Amendments be approved.

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

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May-1-2007-547

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Jefferson County Board of Registrars to relocate the following polling locations, be and hereby is approved.

- (a) Leeds National Guard Armory (Precinct 4508 - 1051 Park Drive, Leeds, AL 35094) to Leeds Civic Center (1000 Park Drive, Leeds, AL 35094) due to inadequate heating and air. The Civic Center is also more accessible.
- (b) Maytown Town Hall (Precinct 4505 - 4505 Town Hall Drive, Mulga, AL 35118) to Maytown Baptist Church (4679 Birmingham Road, Maytown, AL 35118) due to the building being inadequate and parking is limited.

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

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May-1-2007-548

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Insituform Technologies, Inc. to perform work for the Allied Energy Sanitary Sewer

Rehabilitation Project (Ishkooda Wenonah Road) in the amount of \$48,550.

CONTRACT NO.151-07

#### PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 13<sup>th</sup> day of April, 2007, by and between Jefferson County, Alabama, hereinafter called "the County", and Insituform Technologies, Inc., hereinafter called "the Contractor". The effective date of this agreement shall be April 24, 2007.

WHEREAS, the County desires to contract for Allied Energy Sanitary Sewer Rehabilitation Services for the Environmental Services Department, hereinafter called "Environmental Services"; 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. 151-07, dated February, 2007, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by Environmental Services. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the Allied Energy Sanitary Sewer Rehabilitation work as described and outlined in the above referenced RFP and as proposed by the Contractor
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional to Environmental Services at any time after the effective date of this Contract. The completion date of all services under this Contract will be 30 days from the beginning of the project as described in Section 00820 "Special Conditions" under Part 1 - General Subsection 1.2 "Contract Time" Part A as follows, "The Contract Time for this project is thirty (30) calendar days from the effective date of the written Notice-to-Proceed to complete all scheduled work." Contractor may apply for an extension of time in accordance with provisions of the Contract; however, such an extension of time must be approved by the Owner (Jefferson County) prior to the Contract completion date and in accordance to Section 00700 in the RFP to avoid the imposition of liquidated damages.
4. **COMPENSATION:** The Contractor shall be compensated for this project as shown on Attachment 1 (on file in the Minute Clerk's office) of this Contract payable upon completion of the project.
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. **PROTECTION DAMAGE:** Contractor will be responsible for any damage to property of the County or others caused by him/her, any employees or sub-contractors, and will replace and make good such damage. The Contractor will maintain adequate protection to prevent damage to his/her property and the property of others, and will take all necessary precautions for his/her safety and the safety of others. The Contractor will comply with all safety laws and regulations in effect in the locality.
9. **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.
10. **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.
11. **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.
12. **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.

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 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.

14. 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
H. Douglas Thasm, VP Special Projects	Bettye Fine Collins, President
Insituform Technologies, Inc.	Jefferson County Commission

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

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May-1-2007-549

WHEREAS, Resolution No. Apr-17-2007-512, approved April 17, 2007, at Minute Book: 153; Page:345, to approve the appointment of Peggy Branham to serve on the Jefferson County Economic and Industrial Development Board is hereby rescinded.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Virginia Doyle to serve on the Jefferson County Economic and Industrial Development Board, beginning upon approval and ending October, 2007, 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.

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May-1-2007-550

Be It Resolved By the Jefferson County Commission that a public hearing is set for Tuesday May 8, 2007, during the Regular Meeting of the Commission to consider an economic development agreement with Jim Walter Resources, Inc. to provide \$1.25 million in reimbursement for construction of public road and water facilities infrastructure, for establishment in Jefferson County of the Jim Walter Resources, Inc No. 7 Mine East Expansion, in accordance with Commission Resolution 2-7-06, MB 150; PG 285, and with publication of notice in accordance with section 94.01 Constitution of Alabama.

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

May-1-2007-551

BE IT RESOLVED by the Jefferson County Commission that the Finance Director shall transfer funds in the amount of \$25,000 to Cooper Green Hospital (Fund 31) from the Cooper Green Hospital Foundation Account (Fund 12). Also, the Jefferson County Finance Director shall process an Unusual Demand and issue a check in the amount of \$25,000 from Cooper Green Hospital (Fund 31) to the Cooper Green Hospital Discretionary Account. A Budget Amendment and Journal Entry will be issued to record the transfer of these funds.

Funds in the Cooper Green Foundation Account (Fund 12) were raised by previous Urban Art events and will be used to provide management and fund raising activities for the 2007 Urban Arts Fund Raiser to benefit Jefferson Health System.

Signed:

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

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Communication was read from Roads & Transportation recommended the following;

1. Birmingham Water Works to install 640' of 6" water main on Bryson Road in Bagley.
2. Alabama Gas Corporation to install 7,719' of 6", 4", and 2" gas main in McCalla Trace (Phase 1) off of Lou George Loop Road.
3. BellSouth to install 486' of buried cable along 51' Avenue down Park Road and up to Pleasant Grove Elementary School.
4. BellSouth to install 220' of conduit at 111 Old Tuscaloosa Hwy and Charles Hamilton Road in Bucksville.
5. BellSouth to install 1,500' of buried cable on Warrior Kimberly Road at Davenport Circle in Kimberly.
6. BellSouth to install 2,465' of buried cable on Whippoorwill Drive off of Dug Hollow Road in Clay.
7. Bessemer Water to install 100' of 2" water main at Nixon Road and Hopewell Road.
8. Bessemer Water to install 2,200' of 8" water main at North Church Road and Willow Circle.
9. Warrior River Water Authority to install 690' of 10" water main on Eastern Valley Road at Oak Bend Trace.
10. Warrior River Water Authority to install 2,500' of 8" water main in Lindsey Estates (Phase 1).

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

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May-1-2007-552

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: April 24, 2007

Purpose: Payment of Delinquent Storm Water Fees and Taxes for the Department of Environmental Services - 2006

Price: \$167.82

Fund: 34

Org/Div. 7100

Object Code: 52503

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

Mailing Address: Courthouse  
Room 160

Check Delivery Code: 5000

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

May-1-2007-553

A RESOLUTION IDENTIFYING SURPLUS COUNTY EQUIPMENT AND

AUTHORIZING THE DISPOSAL OF SAID EQUIPMENT VIA SALE TO THE MCADORY FIRE DISTRICT

WHEREAS, the County Fleet Manager has determined unit A006213 to be surplus and of no further use to the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the above named unit is hereby declared surplus property removed from the fixed assets inventory and disposed of via sale to the McAdory Fire District.

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 Langford that the above resolution be adopted. Voting "Aye" Humphryes, Langford, Carns, Collins and Smoot.

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May-1-2007-554

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

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

G & T Development, LLC  
Developer  
Little Creek Estates  
Project  
Subdivision  
Improvements  
03/27/2009  
Completion Date  
\$11,992.50  
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:

Andrew Gagliano  
5051 Linwood Drive  
Birmingham, AL 35244  
Fax 205 - 979-3712

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

G & T Development, LLC

Joseph Tortorigi, Vice President

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

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May-1-2007-555

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

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Savannah Ridge, LLC  
Developer  
Savannah Ridge, Ph II  
Project  
Seal Coat  
Improvements  
January, 2008  
Completion Date  
\$35,500  
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:

Savannah Ridge, LLC  
2086 A Valleydale Terr  
Birmingham, AL 35244  
Fax 205 988-3985

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

Savannah Ridge, LLC

Donnie Tucker, Member - Mgr

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

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May-1-2007-556

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Subdivision Surety Deposit Agreement between Jefferson County, Alabama and Cotswald Development, Ltd. for roadway improvements.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Cotswald Development, Ltd.

Developer

Cotswald Subdivision - Ph 1 - Sect. A1 (portion thereof)

Project

Asphalt Seal Coat

Improvements

April, 2010

Completion Date

Thirty Thousand Dollars (\$30,000.00)

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:

Costswald Development Ltd.

820 Shades Creek Pkwy, Suite 2300

Birmingham, AL 35209

ATTN: Ingram D. Tynes/Kevin Hilbun  
205 9877-3199 (phone)  
205 877-3198 (fax)

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

Betty Fine Collins, President

Jefferson County Commission

Cotswald Development, Ltd.

Ingram D. Tynes, Manager

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

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

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May-1-2007-557

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Subdivision Surety Deposit Agreement between Jefferson County, Alabama and Cotswald Development, Ltd. for roadway improvements.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Cotswald Development, Ltd.

Developer

Cotswald Subdivision - Ph 1 - Sect. A4

Project

Asphalt Seal Coat

Improvements

November, 2008

Completion Date

Forty Five Thousand Dollars (\$45,000.00)

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:

Costswald Development Ltd.  
820 Shades Creek Pkwy, Suite 2300  
Birmingham, AL 35209  
ATTN: Ingram D. Tynes/Kevin Hilbun  
205 9877-3199 (phone)  
205 877-3198 (fax)

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

Betty Fine Collins, President

Jefferson County Commission

Cotswald Development, Ltd.

Ingram D. Tynes, Manager

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

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May-1-2007-558

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

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Timberlake Development, LLC  
Developer  
Timberlake - Sector 4  
Project  
Asphalt Wearing Surface  
Improvements  
October 2006  
Completion Date  
\$24,000  
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:

Timberlake Development, LLC  
160 Yeager Parkway Suite 200  
Pelham, Alabama 35124  
Fax # 621-5462

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

Betty Fine Collins, President

Jefferson County Commission

Timberlake Development, LLC

Connor Farmer, Member

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

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May-1-2007-559

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a lease agreement between Jefferson County, Alabama and the Bessemer Civic Center for use of the Civic Center for the 2007 Roads & Transportation Safety Expo to be held on October 31, 2007, in the amount of \$1,100.

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

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May-1-2007-560

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Ashok Kumar, d/b/a Mount Olive Shell located at 2300 Mount Olive Road, 35117, for the an off-premise retail beer and wine license, be and hereby is approved.

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

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**COOPER GREEN MERCY HOSPITAL GOVERNING BODY**

May-1-2007-561

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Cooper Green Mercy Hospital to remove the following equipment from fixed assets, be and hereby is approved.

RE: REQUEST FOIL EQUIPMENT AND/OR FURNISHINGS DISPOSAL

Location:	Equipment:	Model Number:	Serial Number:	Hospital Asset:
Data Processing	Monitor	E7735	CN-OY-135247609-52S-F3N6	
"	"		MY06D251-47741-31L-608E	

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

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May-1-2007-562

WHEREAS, THE ADMINISTRATION of Cooper Green Hospital has recommended the appointment of the following individuals to the medical staff of Cooper Green Hospital,

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby approves the appointment of the following individuals to the medical staff at Cooper Green Hospital.

BE IT FURTHER RESOLVED that Dr. Sandrell Hullett is hereby authorized to execute a Chief Executive Officer of Cooper Green Hospital the necessary application Approval List and any related documents as may be necessary to confirm the appointment.

BE IT FURTHER RESOLVED that the President of the Commission be authorized to execute the necessary Medical approval and related documents that may be necessary to confirm the appointment:

APRIL, 2007 MEDICAL STAFF APPLICATIONS

<u>NAME</u>	<u>SPECIALITY</u>
Florencia Sellers, MD	Internal Medicine
Joshua Miller, MD	Internal Medicine

APRIL, 2007 MEDICAL STAFF REAPPOINTMENT APPLICATIONS

Adrienne Carter, MD	Internal Medicine
Gregorio Maria , MD	Internal Medicine

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

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May-1-2007-563

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and the Alabama Department of Public Health for Cooper Green Mercy Hospital to provide breast and cervical cancer screening and diagnostic services for the Alabama Breast and Cervical Cancer Early Detection Program. This is a revenue contract.

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

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May-1-2007-564

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Per-Se Technologies that allows Cooper Green Mercy Hospital to obtain pharmacy prescription claims switching services. The approximate cost of this service is \$600.

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

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May-1-2007-565

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Viasys Healthcare for continuous maintenance protection for Cooper Green Mercy Hospital's pulmonary function testing machine in the amount of \$1,937 annually.

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

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May-1-2007-566

WHEREAS, the Personnel Board frequently encounters situations where service providers of essential services such as recruitment publications, will not accept a County Purchase Order for payment and the amounts may exceed petty cash limitations, and a credit card purchase is the only practical way to acquire the service; and

WHEREAS, the Personnel Board has requested the issuance of a credit card for the use by the Personnel Director and the Board's Business officer, only, and only for the Board's legitimate business and where there is no preferable alternative, and with restrictions set out in its Procurement Card Policy; and

WHEREAS, the Purchasing Manager has recommended approval.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Purchasing Manager is hereby authorized to provide one credit card to the Personnel Board for use by the Personnel Director and the Board's Business Manager only; and subject to the Personnel Board Procurement Card Policy Procedure No. 2007-002, February 20, 2007, and with the maximum amount of use of \$6,000 per fiscal year.

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

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May 1- 2007-567

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the worker's compensation claim of Ronald Townsend in the amount of One Thousand Two Hundred Seventy Eight and 77/100 (\$1,278.77) Dollars.

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

May 1-2007-568

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to sign the attached Release in consideration of payment of \$44,979.56 to the County Treasurer for damages caused by Gwinnett Sprinkler Company at Cooper Green Hospital on September 29, 2006. The County Attorney is authorized to deliver the executed Release to Gwinnett Sprinkler Company upon receipt of payment to the County Treasurer.

RELEASE

In consideration of the payment of the sum of Forty Four Thousand Nine Hundred Seventy Nine and 56/100 Dollars, (\$44,979.56), the receipt, adequacy and sufficiency of which is hereby acknowledged, the undersigned Jefferson County, a political subdivision of the State of Alabama, does hereby agree to release and forever discharge Gwinnett Sprinkler Company of 200 Grayson Industrial Parkway, Grayson, GA 30017, its successors, assigns and legal heirs from any and all claims, demands, actions or causes of action of any kind whatsoever including, but not limited to, personal injury and property damages, which it may now have or which may arise in the future on account of or arising out of any matter or thing which happened, developed or occurred before the signing of this release, and particularly, but not in limitation of any of the foregoing general terms connected with or arising out of the incident which occurred on or about September 29, 2006, at the Cooper Green Hospital, a Jefferson County facility and department, located at 1515 Sixth (6th) Avenue South, Birmingham, AL, when a fire sprinkler line installed by Gwinnett failed causing flooding and damage to Jefferson County real and personal property.

This the 1<sup>st</sup> Day of May, 007

Jefferson County, Alabama

By: Bettye Fine Collins

Its President

Sworn and Subscribed Before Me:

\_\_\_\_\_  
Notary Public          My Commission Expires:

Dated this the 1<sup>st</sup> day of May, 2007.

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

\_\_\_\_\_  
May-1-2007-569

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that a public hearing is set for Tuesday, May 8, 2007, during the Regular Meeting of the Commission to consider an economic development agreement with Southland Entertainment, LLC ("Alabama Adventure") to provide up to \$2,500,000 payable from the unearmarked revenue to the County from the Project and with publication of notice in accordance with Section 94.01 Constitution of Alabama.

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

\_\_\_\_\_  
May-1-2007-570

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and R.E.S.P.E.C.T. Organization. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and R.E.S.P.E.C.T. Organization (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 services aimed at helping boys and girls handle contemporary problems and reach their potential as young adults productive in society, as well as providing educational opportunities, as resources of the County; and

WHEREAS, the Contractee will 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 \$25,000 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Conduct the R.E.S.P.E.C.T. Organization's 12<sup>th</sup> Annual Back to School Rally to be held at the Alabama State Fairgrounds on Saturday, July 28, 2007.

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

R.E.S.P.E.C.T. Organization

Stephen Green, Sr., President & Founder

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

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May-1-2007-571

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Mitchell's Place (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 services designed to help children diagnosed with autism spectrum disorders and their families as 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 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 Early Learning Program which serves children ages 2 to 6 diagnosed with autism spectrum disorder, teaching them to learn side by side with their typically developing peers and to prepare these children for inclusion in their home school so they can continue to learn and socialize with their non-disabled peers.

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

Mitchell's Place

Matthew Remick, Psy. D, 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.

May-1-2007-572

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and V.I.R.T.U.E. (Vessels Imparting and Restoring Temples to Uncontestable Excellence). (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and V.I.R.T.U.E. (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 that organizations promoting good health an the prevention of diseases for its citizens as 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 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. Conduct events such as the "Restoring the Glory" event which provides assistance to women who have lost their hair during chemotherapy treatments by providing them with custom wigs and hairpieces; the "Virtue Release" event scheduled for the fall of 2007, which provides free health screening and mammograms for the under-served women of Jefferson County; and an outreach program which goes into the local school districts to take a message of early self-breast exams to middle and high school aged young ladies.

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

V.I.R.T.U.E

Deidra Green, Founder

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

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May-1-2007-573

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Adamsville Fired & Rescue (hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes that fire departments are valuable resources of the County for fire protection; and

WHEREAS, the County Commission has determined that it is in the public interest for the Contractee upgrade their fire fighter training equipment in order to provide better fire protection to the citizens of Eastern Valley.

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 \$2,550 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Purchase and 8' x 40' steel storage container to be used for the fire fighter training at the Adamsville Fire & Rescue.

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

Adamsville Fire & Rescue

Contractee

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

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May-1-2007-574

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Alabama Cancer Society

(hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes that organizations promoting healthful lifestyles and activities for its citizens as 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 hereof and end September 30, 2007.
- 2. The County shall pay to the Contractee a lump sum payment of \$1,500 upon execution of this contract.
- 3. The Contractee shall provide the following services:
  - a. Provide funds for the Vestavia Hills High School Relay for Life (a nationwide signature activity) on May 4, 2007 at Thompson Reynolds Stadium at Vestavia Hills High School to raise funds so that the American Cancer Society may expand fund raising, cancer control, advocacy and volunteerism in communities throughout the nation.

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

Alabama Cancer Society

\_\_\_\_\_, 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.

Whereas, Wayne Mink has served as Director of the Jefferson County Purchasing Coordinator and Purchasing Association of Central Alabama for ten years; and

Whereas, Wayne Mink has been a stellar example of the leadership of Jefferson County employees; and

Whereas, PACA has been steadily conserving tax dollars by pooling resources resulting in discount prices; and

Whereas, Wayne Mink instituted and edited the PACA Newsletter keeping its members and vendors connected and informed of special events and authoring his own Editor s Notes entertaining readers with his nostalgic insights; and

Whereas, Wayne Mink has retired after ten years of stellar service.

Now, therefore, be it resolved, that the Jefferson County Commission hereby expresses its deepest gratitude and appreciation to Wayne Mink for his dedication to the citizens of Jefferson County and wishes him much success and happiness in all of his future endeavors.

Adopted, by the Jefferson County Commission at the Jefferson County Courthouse in Birmingham, Alabama, a copy of this resolution is spread upon the minutes of the Jefferson County Commission on this the 1<sup>st</sup> day of May, Two-Thousand and Seven.

Bettye Fine Collins, President

Jim Carns, Commissioner

Bobby Humphries, Commissioner

Larry Langford, Commissioner

Sheila Smoot, Commissioner

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

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May-1-2007-576

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Commission hereby requests the Alabama Legislature to reenact Alabama Act 67-406 and repeal Alabama Act 99-669 which acts relate to the Jefferson County occupational tax.

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

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May-1-2007-577

BE IT RESOLVED by the Jefferson County Commission that the Jefferson County Payroll Department is hereby authorized and directed to establish a payroll deduction for the Urban Art Celebration Fundraising Events and that the "1,000 subscriber" requirement for the payroll deductions be hereby waived for the said fund raisers.

BE IT FURTHER RESOLVED that the deductions will be for the six (6) pay periods following the date of the event.

SIGNED:

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

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May-1-2007-578

BE IT RESOLVED by the Jefferson County Commission that Jefferson Health Systems Employees Urban Art Teams are authorized to conduct fund raising activities in support of the October 11, 2007 Urban Art Celebration Fund raising activities will be held at Cooper Green Mercy Hospital.

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

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The checks issued during the week beginning April 23, 2007 and ending April 27, 2007, are as follows:

BEGINNING CHECK NUMBER	390792	ENDING CHECK NUMBER	391205
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Thereupon the Commission Meeting was adjourned to meet Tuesday, May 8, 2007, at 10:00 a.m. in Commission Chambers.

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President

ATTEST

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Minute Clerk