

STATE OF ALABAMA)

JEFFERSON COUNTY) February 13, 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 seconded by Commissioner that the Minutes of February 6, 2007, be approved. Voting "Aye"

A Public Hearing was held to receive comments on special assessment and lien for demolition costs incurred at the following properties:

Boyce Demotte spoke regarding the property at 633 Adams Ave.

Estelle Jones spoke regarding the property at 5640 Lybia Avenue.

After discussions, the Commission took the following actions:

Feb-13-2007-178

Ref Case: 20010008

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to make or demolish buildings and structures or parts of building and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by said Act; and

WHEREAS, the Commission has, by resolution duly adopted on July 25, 2006, determined that the hereinafter described structure (herein the "property") is unsafe to the extent of being a public nuisance, and has heretofore ordered the Building Official to demolish the property, and there being no timely appeal of said determination; and

WHEREAS, the Building Official has caused the property to be demolished and has properly reported the cost of such demolition to the Commission; and

WHEREAS, the Building Official has, by first class mail, given notice to all entities identified in the records of or is otherwise known to the Jefferson County Tax Collector as having an interest in the property of the time and date of this Commission meeting, and of their right to attend said meeting and to oppose the assessment of said demolition costs upon the property; and

WHEREAS, the Commission has duly considered the objections, if any, made by said interested parties.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with Section 4 of Act No. 91-193 as follows:

1. It is hereby determined that Jefferson County, Alabama, reasonably incurred costs and which are hereby fixed in the amount of \$6,785.00 in the demolition of the property. Said costs are hereby reduced by the following amount of monies received from the sale of salvage materials from said building or structure, if any, (none).

2. The costs having been fixed as aforesaid and made and confirmed hereby shall constitute a SPECIAL ASSESSMENT upon the hereinafter described parcel of land and shall constitute a LIEN upon said property for the amount of such assessment, which LIEN shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid.

3. The Building Officials is hereby ordered to file a certified copy of this resolution in the appropriate Birmingham or Bessemer Division of the Probate Court of Jefferson County, Alabama.

4. The Building Official is hereby ordered to file a certified copy of this resolution with the Tax Collector of Jefferson County, Alabama, who shall add the amount of the foregoing lien to the ad valorem tax bill on the hereinafter described property and shall collect said amount as if it were a tax and remit said amount to the Treasurer of Jefferson County, Alabama all in accordance with aid Act.

The property which is the subject of this Resolution, Special Assessment and Lien is located and described as follows:

The remains of an abandoned structure located at 633 Adams Avenue, Jefferson County, AL 35210 and which is located on the

following premises:

N 87 ½ Ft. Of Lot 22 Bl 19
Martin Inv Cos Sub of Blks 12
16 19 20 21 22 25 & 26 of
McAdory Vs Bass
P. I. D. 38-21-14-4.000-RR

Said property was last assessed in the name of Boyce N. Demotte.

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

Feb-13-2007-179

Ref Case: 20050002

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to make or demolish buildings and structures or parts of building and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by said Act; and

WHEREAS, the Commission has, by resolution duly adopted on July 25, 2006, determined that the hereinafter described structure (herein the "property") is unsafe to the extent of being a public nuisance, and has heretofore ordered the Building Official to demolish the property, and there being no timely appeal of said determination; and

WHEREAS, the Building Official has caused the property to be demolished and has properly reported the cost of such demolition to the Commission; and

WHEREAS, the Building Official has, by first class mail, given notice to all entities identified in the records of or is otherwise known to the Jefferson County Tax Collector as having an interest in the property of the time and date of this Commission meeting, and of their right to attend said meeting and to oppose the assessment of said demolition costs upon the property; and

WHEREAS, the Commission has duly considered the objections, if any, made by said interested parties.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with Section 4 of Act No. 91-193 as follows:

1. It is hereby determined that Jefferson County, Alabama, reasonably incurred costs and which are hereby fixed in the amount of \$4,905.00 in the demolition of the property. Said costs are hereby reduced by the following amount of monies received from the sale of salvage materials from said building or structure, if any, (none).

2. The costs having been fixed as aforesaid and made and confirmed hereby shall constitute a SPECIAL ASSESSMENT upon the hereinafter described parcel of land and shall constitute a LIEN upon said property for the amount of such assessment, which LIEN shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid.

3. The Building Officials is hereby ordered to file a certified copy of this resolution in the appropriate Birmingham or Bessemer Division of the Probate Court of Jefferson County, Alabama.

4. The Building Official is hereby ordered to file a certified copy of this resolution with the Tax Collector of Jefferson County, Alabama, who shall add the amount of the foregoing lien to the ad valorem tax bill on the hereinafter described property and shall collect said amount as if it were a tax and remit said amount to the Treasurer of Jefferson County, Alabama all in accordance with aid Act.

The property which is the subject of this Resolution, Special Assessment and Lien is located and described as follows:

The remains of an abandoned structure located at 17 8th Street, Jefferson County, AL 35217 and which is located on the following premises:

Lots 6 thru 11 Blk 33
Pittsburg 2nd Add
P.I.D. 13-28-1-23-1.000-RR

Said property was last assessed in the name of Clara Mae Rider.

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

Feb-13-2007-180

Ref Case: 20040033

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to make or demolish buildings and structures or parts of building and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by said Act; and

WHEREAS, the Commission has, by resolution duly adopted on July 25, 2006, determined that the hereinafter described structure (herein the "property") is unsafe to the extent of being a public nuisance, and has heretofore ordered the Building Official to demolish the property, and there being no timely appeal of said determination; and

WHEREAS, the Building Official has caused the property to be demolished and has properly reported the cost of such demolition to the Commission; and

WHEREAS, the Building Official has, by first class mail, given notice to all entities identified in the records of or is otherwise known to the Jefferson County Tax Collector as having an interest in the property of the time and date of this Commission meeting, and of their right to attend said meeting and to oppose the assessment of said demolition costs upon the property; and

WHEREAS, the Commission has duly considered the objections, if any, made by said interested parties.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with Section 4 of Act No. 91-193 as follows:

1. It is hereby determined that Jefferson County, Alabama, reasonably incurred costs and which are hereby fixed in the amount of \$4,905.00 in the demolition of the property. Said costs are hereby reduced by the following amount of monies received from the sale of salvage materials from said building or structure, if any, (none).

2. The costs having been fixed as aforesaid and made and confirmed hereby shall constitute a SPECIAL ASSESSMENT upon the hereinafter described parcel of land and shall constitute a LIEN upon said property for the amount of such assessment, which LIEN shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid.

3. The Building Officials is hereby ordered to file a certified copy of this resolution in the appropriate Birmingham or Bessemer Division of the Probate Court of Jefferson County, Alabama.

4. The Building Official is hereby ordered to file a certified copy of this resolution with the Tax Collector of Jefferson County, Alabama, who shall add the amount of the foregoing lien to the ad valorem tax bill on the hereinafter described property and shall collect said amount as if it were a tax and remit said amount to the Treasurer of Jefferson County, Alabama all in accordance with aid Act.

The property which is the subject of this Resolution, Special Assessment and Lien is located and described as follows:

The remains of an abandoned structure located at 5604 Lybia Avenue, Jefferson County, AL 35224 and which is located on the following premises:

Lot 2 BL 15 Gary Add to Ensley

P.I.D. 21-27-4-18-4.000-RR

Said property was last assessed in the name of Estelle B. Jones.

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

Feb-13-2007-181

Ref Case: 20040036

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to make or demolish buildings and structures or parts of building and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by said Act; and

WHEREAS, the Commission has, by resolution duly adopted on July 25, 2006, determined that the hereinafter described structure (herein the "property") is unsafe to the extent of being a public nuisance, and has heretofore ordered the Building Official to demolish the property, and there being no timely appeal of said determination; and

WHEREAS, the Building Official has caused the property to be demolished and has properly reported the cost of such demolition to the Commission; and

WHEREAS, the Building Official has, by first class mail, given notice to all entities identified in the records of or is otherwise known to the Jefferson County Tax Collector as having an interest in the property of the time and date of this Commission meeting, and of their right to attend said meeting and to oppose the assessment of said demolition costs upon the property; and

WHEREAS, the Commission has duly considered the objections, if any, made by said interested parties.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with Section 4 of Act No. 91-193 as follows:

1. It is hereby determined that Jefferson County, Alabama, reasonably incurred costs and which are hereby fixed in the amount of \$2,485.00 in the demolition of the property. Said costs are hereby reduced by the following amount of monies received from the sale of salvage materials from said building or structure, if any, (none).

2. The costs having been fixed as aforesaid and made and confirmed hereby shall constitute a SPECIAL ASSESSMENT upon the hereinafter described parcel of land and shall constitute a LIEN upon said property for the amount of such assessment, which LIEN shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid.

3. The Building Officials is hereby ordered to file a certified copy of this resolution in the appropriate Birmingham or Bessemer Division of the Probate Court of Jefferson County, Alabama.

4. The Building Official is hereby ordered to file a certified copy of this resolution with the Tax Collector of Jefferson County, Alabama, who shall add the amount of the foregoing lien to the ad valorem tax bill on the hereinafter described property and shall collect said amount as if it were a tax and remit said amount to the Treasurer of Jefferson County, Alabama all in accordance with aid Act.

The property which is the subject of this Resolution, Special Assessment and Lien is located and described as follows:

The remains of an abandoned structure located at 300 Pine Street, Jefferson County, AL 35022 and which is located on the following premises:

Lot 29 Blk 6 Sam Romanos Add
To Bessemer
P.I.D. 38-20-1-7-23.000-RR-01

Said property was last assessed in the name of Heirs of Robert Chinn.

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

Feb-13-2007-182

Ref Case: 20040031

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to make or demolish buildings and structures or parts of building and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by said Act; and

WHEREAS, the Commission has, by resolution duly adopted on July 25, 2006, determined that the hereinafter described structure (herein the "property") is unsafe to the extent of being a public nuisance, and has heretofore ordered the Building Official to demolish the property, and there being no timely appeal of said determination; and

WHEREAS, the Building Official has caused the property to be demolished and has properly reported the cost of such demolition to the Commission; and

WHEREAS, the Building Official has, by first class mail, given notice to all entities identified in the records of or is otherwise known to the Jefferson County Tax Collector as having an interest in the property of the time and date of this Commission meeting, and

of their right to attend said meeting and to oppose the assessment of said demolition costs upon the property; and

WHEREAS, the Commission has duly considered the objections, if any, made by said interested parties.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with Section 4 of Act No. 91-193 as follows:

1. It is hereby determined that Jefferson County, Alabama, reasonably incurred costs and which are hereby fixed in the amount of \$4,645.00 in the demolition of the property. Said costs are hereby reduced by the following amount of monies received from the sale of salvage materials from said building or structure, if any, (none).

2. The costs having been fixed as aforesaid and made and confirmed hereby shall constitute a SPECIAL ASSESSMENT upon the hereinafter described parcel of land and shall constitute a LIEN upon said property for the amount of such assessment, which LIEN shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid.

3. The Building Officials is hereby ordered to file a certified copy of this resolution in the appropriate Birmingham or Bessemer Division of the Probate Court of Jefferson County, Alabama.

4. The Building Official is hereby ordered to file a certified copy of this resolution with the Tax Collector of Jefferson County, Alabama, who shall add the amount of the foregoing lien to the ad valorem tax bill on the hereinafter described property and shall collect said amount as if it were a tax and remit said amount to the Treasurer of Jefferson County, Alabama all in accordance with said Act.

The property which is the subject of this Resolution, Special Assessment and Lien is located and described as follows:

The remains of an abandoned structure located at 513 Utica Place, Jefferson County, AL 35224 and which is located on the following premises:

Lot 3 BL 10 Polermo

P.I.D. 21-34-1-32-4.000-RR

Said property was last assessed in the name of Minor Heights Fire District.

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

Feb-13-2007-183

Ref Case: 20040026

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to make or demolish buildings and structures or parts of building and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by said Act; and

WHEREAS, the Commission has, by resolution duly adopted on July 25, 2006, determined that the hereinafter described structure (herein the "property") is unsafe to the extent of being a public nuisance, and has heretofore ordered the Building Official to demolish the property, and there being no timely appeal of said determination; and

WHEREAS, the Building Official has caused the property to be demolished and has properly reported the cost of such demolition to the Commission; and

WHEREAS, the Building Official has, by first class mail, given notice to all entities identified in the records of or is otherwise known to the Jefferson County Tax Collector as having an interest in the property of the time and date of this Commission meeting, and of their right to attend said meeting and to oppose the assessment of said demolition costs upon the property; and

WHEREAS, the Commission has duly considered the objections, if any, made by said interested parties.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with Section 4 of Act No. 91-193 as follows:

1. It is hereby determined that Jefferson County, Alabama, reasonably incurred costs and which are hereby fixed in the amount of \$3,265.00 in the demolition of the property. Said costs are hereby reduced by the following amount of monies received from the sale of salvage materials from said building or structure, if any, (none).

2. The costs having been fixed as aforesaid and made and confirmed hereby shall constitute a SPECIAL ASSESSMENT upon the hereinafter described parcel of land and shall constitute a LIEN upon said property for the amount of such assessment, which LIEN shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid.

3. The Building Officials is hereby ordered to file a certified copy of this resolution in the appropriate Birmingham or Bessemer Division of the Probate Court of Jefferson County, Alabama.

4. The Building Official is hereby ordered to file a certified copy of this resolution with the Tax Collector of Jefferson County, Alabama, who shall add the amount of the foregoing lien to the ad valorem tax bill on the hereinafter described property and shall collect said amount as if it were a tax and remit said amount to the Treasurer of Jefferson County, Alabama all in accordance with aid Act.

The property which is the subject of this Resolution, Special Assessment and Lien is located and described as follows:

The remains of an abandoned structure located at 209 6th Street, Jefferson County, AL 35060 and which is located on the following premises:

Lot 12 Blk 16 Docena
P.I.D. 21-14-2-9-6.000-RR

Said property was last assessed in the name of Joe Naylor

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

Feb-13-2007-184

Ref Case: 20030016

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to make or demolish buildings and structures or parts of building and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by said Act; and

WHEREAS, the Commission has, by resolution duly adopted on July 25, 2006, determined that the hereinafter described structure (herein the "property") is unsafe to the extent of being a public nuisance, and has heretofore ordered the Building Official to demolish the property, and there being no timely appeal of said determination; and

WHEREAS, the Building Official has caused the property to be demolished and has properly reported the cost of such demolition to the Commission; and

WHEREAS, the Building Official has, by first class mail, given notice to all entities identified in the records of or is otherwise known to the Jefferson County Tax Collector as having an interest in the property of the time and date of this Commission meeting, and of their right to attend said meeting and to oppose the assessment of said demolition costs upon the property; and

WHEREAS, the Commission has duly considered the objections, if any, made by said interested parties.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with Section 4 of Act No. 91-193 as follows:

1. It is hereby determined that Jefferson County, Alabama, reasonably incurred costs and which are hereby fixed in the amount of \$6,475.00 in the demolition of the property. Said costs are hereby reduced by the following amount of monies received from the sale of salvage materials from said building or structure, if any, (none).

2. The costs having been fixed as aforesaid and made and confirmed hereby shall constitute a SPECIAL ASSESSMENT upon the hereinafter described parcel of land and shall constitute a LIEN upon said property for the amount of such assessment, which LIEN shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid.

3. The Building Officials is hereby ordered to file a certified copy of this resolution in the appropriate Birmingham or Bessemer Division of the Probate Court of Jefferson County, Alabama.

4. The Building Official is hereby ordered to file a certified copy of this resolution with the Tax Collector of Jefferson County, Alabama, who shall add the amount of the foregoing lien to the ad valorem tax bill on the hereinafter described property and shall collect said amount as if it were a tax and remit said amount to the Treasurer of Jefferson County, Alabama all in accordance with aid Act.

The property which is the subject of this Resolution, Special Assessment and Lien is located and described as follows:

The remains of an abandoned structure located at 512 Karey Drive, Jefferson County, AL 35215 and which is located on the following premises:

Lot 11, Blk 1 Fisher Lake Ests 81/33
P. I. D. 12-20-2-1-39.000-RR

Said property was last assessed in the name of Ann and W. F. Woods, Sr.

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

A Public Hearing was held to receive comments on the liquor applicant submitted by Justo Rivas, d/b/a San Miguel Mexican Restaurant. There being no comments, the Commission took the following action:

Feb-13-2007-185

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Justo Rivas, d/b/a San Miguel Mexican Restaurant located at 201 Green Springs Highway, Homewood, AL 35209, for a Restaurant Retail Liquor license (on-premise), be and hereby is approved.

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

Human Resources/2 Participants

Marcia Coleman	Birmingham, Alabama	\$98.00
Judy Dill	Managing & Preventing Chronic Pain March 14, 2007	\$98.00

Revenue/2 Participants

Eric Pruitt	Pelham, Alabama	\$195.00
Demetrius Price	Course II on the Legal Consideration of Local Revenue February 7-9, 2007	\$195.00

Roads & Transportation/2 Participants

Wendell Ray	Montgomery, Alabama	\$587.72
Dale McGuire	Driven Pile Foundation Inspection February 13-15, 2007	\$587.72

Sheriff's Dept/2 Participants

James Perry	Tuscaloosa, Alabama	\$75.00
David Agee	Obscenity & Child Sexual Exploitation February 20-22, 2007	\$210.42

Sheriff's Dept/2 Participants

Charles Jaeger	Shreveport, Louisiana	\$242.04
Jerry T. Galloway	911 Communications Center Walk Through February 5-7, 2007	\$242.04

Individual Staff Development

Jim Carns	Commission	Montgomery, Alabama Alabama Local Government Training Institute February 22-23, 2007	\$418.91
Shelia Smoot	Commission	Washington, D.C. NACo Legislative Conference March 2-7, 2007	\$2,141.05
Christie Cowie	Board of Registrars	Birmingham, Alabama "Business Writing & Grammar" Seminar March 13-14, 2007	\$395.00
Yolanda B. Caver	Comm. Dev	Mobile, Alabama	\$162.99

		Workshop on the application procedures for PY2007 ESG funds February 12-13, 2007	
Allen W. Kniphfer	EMA	Washington, D.C. Public Health Preparedness Summit February 20-23, 2007	\$1,543.17
Larry Hooks	Family Court	Orange Beach, Alabama Social Workers Managing Change February 26-28, 2007	\$637.14
Janice Parks	Family Court	Birmingham, Alabama Dealing with Difficult People March 20, 2007	\$99.00
Jeff Gunter	Land Dev	Norfolk, Virginia Assn. of State Floodplain Managers' Annual Conference Jun 2-8, 2007	\$1,991.09
Cynthia Vines Butler	Probate Court	Tuscaloosa, Alabama Probate Judges Orientation January 24-26, 2007	\$225.00
Eugene Gagne	Roads & Trans	Palm Springs, California Computer Software Training, Maximum Solutions Users Conf. March 24-29, 2007	\$2,377.40
Michael Mitchell	Roads & Trans	Little Rock, Arkansas Souther Chapter of Arboriculture March 25-27, 2007	\$716.24
William Voigt	OSCS	Montgomery, Alabama Senior Center Manager Training January 23-24, 2007	\$121.00
Charlie Richardson	Sheriff's Dept.	Jamestown, North Carolina Organizational Leadership & Communications February 4-9, 2007	\$1,782.00
Charlie Richardson	Sheriff's Dept.	Ft. Lauderdale, Florida Organizational Performance & Evaluation February 18-23, 2007	\$1,711.00
William Michael Schuelly	Sheriff's Dept.	LaFayette, Louisiana S.W.A.T. Supervision & Command Decision Making February 25 - March 3, 2007	\$1,328.52
Grover Dunn	Tax Collector	Florence, Alabama Alabama Tax Administrators Assn Winter Conf. February 21-23, 2007	\$499.18

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

Smoot, Carns, Collins, Humphries, Langford and Smoot.

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

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

1. COOPER GREEN HOSPITAL (RADIOLOGY) FROM ADVANCED IMAGING, BIRMINGHAM, AL, FOR CONTRACT RENEWAL FOR G.E. LOGIC MAINTENANCE FOR THE PERIOD 1 / 1 / 07 12 / 31 / 07.
REFERENCE TAG# 787512 REFERENCE BID# 72-06 \$16,179.00 TOTAL
2. COOPER GREEN HOSPITAL (RADIOLOGY) FROM ALABAMA CENTER FOR PROSTHETICS, BIRMINGHAM, AL, FOR CONTRACT RENEWAL FOR INPATIENT / OUTPATIENT ORTHOTICS 10 / 1 / 06 - 9 / 30 / 07.
REFERENCE TAG# 793430 REFERENCE BID # 276-04 \$30,000.00 TOTAL
3. JEFFERSON REHABILITATION & HEALTH CENTER FROM MEDICAL PEOPLE HEALTHCARE, BIRMINGHAM, AL, TO ADD FUNDS TO EXISTING P.O. 264669 FOR CONTRACTOR TO PROVIDE TEMPORARY NURSING STAFF FOR DIRECT PATIENT CARE OF THE RESIDENTS AT JEFFERSON REHABILITATION & HEALTH CENTER.

REFERENCE TAG# 788668 REFERENCE BID # 265-06 \$50,000.00 TOTAL

CONTRACT APPROVED BY THE COMMISSION ON 1-90-7 AT MINUTE BOOK 152, PAGES 513-515.

4. FAMILY COURT FROM CREATIVE WELLNESS, BIRMINGHAM, AL, FOR CONTRACTOR TO PROVIDE GENDER SPECIFIC SERVICES FOR FEMALES INVOLVED WITH FAMILY COURT WHO ARE EXHIBITING TRUANCY, RUNAWAY OR OTHER BEYOND CONTROL BEHAVIOR. REFERENCE TAG# 793798 \$52,058.00 TOTAL (\$32,048.00 GRANT FUNDS AND \$20,010.00 GENERAL FUNDS)

CONTRACT APPROVED BY THE COMMISSION ON 1/10/06 AT MINUTE BOOK 150, PAGES) 172-173.

5. COOPER GREEN HOSPITAL (CORONERS OFFICE) FROM CHURCH & CHAPEL METAL ARTS, INC., CHICAGO, IL, FOR HYDRAULIC AUTOPSY TABLES. REFERENCE TAG# 787512 REFERENCE BID # 97-07 \$16,000.00 TOTAL
6. COUNTY JAIL BIRMINGHAM DIVISION FROM BERNEY OFFICE SOLUTION, MONTGOMERY, AL, TO PURCHASE: SAVIN 8055 DIGITAL COPIER 2 @ \$ 6995.00 EACH. REFERENCE TAG# 794822 REFERENCE BID # 251-05 \$13,990.00 TOTAL
7. ALL JEFFERSON COUNTY DEPARTMENT / PACA MEMBERS FROM IKON OFFICE SOLUTIONS, BIRMINGHAM, AL, TO PURCHASE / LEASE COLOR COPIER RICOH AFICIO MP C4500. REFERENCE BID # 66-07 PURCHASE PRICE: \$12,518.00 PURCHASE LEASE: \$755.00 MONTHLY
8. COOPER GREEN HOSPITAL DATA PROCESSING FROM JJ WILD INC., CANTON, MA, FOR MEDITECH HARDWARE / SOFTWARE, MAINTENANCE AND SUPPORT. REFERENCE TAG# 795066, 795070, 795071, 795072 & 795074 REFERENCE BID # 340-06 \$49,149.04 TOTAL

Motion was made by Commissioner Smoot seconded by Commissioner Humphryes that the Purchasing Minutes be approved.

Voting "Aye" Smoot, Humphryes, Carns, Collins and La

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
February 13, 2007

Vendor Number	Vendor	Description	Department	Amount	
JOINT RESPONSIBILITY					
01	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	S.E.P. (SUPPL ENVIRONMENTAL	591.43
02	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	SHERIFF: BHAM JAIL	145.02
03	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	SHERIFF: BHAM ENFORCEMENT	823.02
04	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	BD OF EQUALIZATION	36.44
05	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	STORMWATER MANAGEMENT	170.19
06	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	TAX ASSESSOR BIRMINGHAM	90.00
07	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	COMMISSIONER, DISTRICT	119.00
08	0038298	BRUNETTA SIMMONS	SETTLEMENT OF CLAIM	COUNTY ATTORNEY	15689.95
09	0038299	JEFFREY & PATRICIA PATTON	SETTLEMENT OF CLAIM	COUNTY ATTORNEY	5525.00
ROADS & TRANSPORTATION					
10	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	R&T: HIGHWAY MAINTENANCE	595.19
ENVIRONMENTAL SERVICES					
11	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	ES: SANITATION ADMINISTRATION	416.47
12	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	ES: SANITATION ADMINISTRATION	579.02
13	0011196 J	JEFFERSON CO TREASURER	PETTY CASH TM	ES: VILLAGE CREEK WWTP	149.83
HEALTH AND HUMAN SERVICES					
14	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	CORONER/MEDICAL EXAMINERS	43.95
15	0023370	LETHA DANIEL	RESIDENTS FUND MABLE DOWDLE	JEFFERSON REHAB	30.00
16	0023373	GLORIA TINGLE	RESIDENTS FUND CARRIE KIRKSEY	JEFFERSON REHAB	30.00
17	0023386	JRHC PETTY CASH	PATIENT FUND DISTRIBUTION	JEFFERSON REHAB	140.00
18	0026506	BRENDA WILSON	RESIDENTS FUND RUBY HOWARD	JEFFERSON REHAB	30.00
19	0028694	WAYNE FARRIS	RESIDENTS FUND MARGIE FARRIS	JEFFERSON REHAB	116.00
20	0034381	ANGELA FRAZIER	RESIDENTS FUND ANNIE JONES	JEFFERSON REHAB	30.00
21	0034744	EARLINE MATTHEWS	RESIDENTS FUND MARY JONES	JEFFERSON REHAB	30.00
22	0034862	TOMMY DUNN	RESIDENTS FUND VALESTA DUNN	JEFFERSON REHAB	159.00
23	0034863	ROY MARTIN	RESIDENTS FUND EMBRY HART	JEFFERSON REHAB	173.00
24	0035013	DOUG TURNER	RESIDENTS FUND BETTY TURNER	JEFFERSON REHAB	30.00
25	0035547	CHARLES DENSMORE	RESIDENTS FUND DELLA DENSMORE	JEFFERSON REHAB	30.00
26	0036125	CORRIE POWELL	RESIDENTS FUND MARY HAWKINS	JEFFERSON REHAB	30.00
27	0036126	LATONYA PARKER	RESIDENTS FUND RUTHIE GORDON	JEFFERSON REHAB	30.00
28	0036194	COOPER GREEN HOSPITAL	DIABETIC SHOE PROGRAM	CGH: ADMINISTRATION	75888.00
29	0036200	WILLIAM PARKER	RESIDENTS FUND VICTORIA PARKER	JEFFERSON REHAB	30.00
30	0036617	MONICA STRICKLAND	RESIDENTS FUND MARY ALLEN	JEFFERSON REHAB	206.00
31	0037376	DIANNE GOODWIN	RESIDENTS FUND GLADYS OLDHAM	JEFFERSON REHB	20.00
32	0037493	BARBARA ENNIS	RESIDENTS FUND LIMMIE MUMPHORD	JEFFERSON REHAB	30.00
33	0037494	BARBARA CARTER	RESIDENTS FUND GERALDINE SANDLIN	JEFFERSON REHAB	14.00
34	0037668	OSCAR LESLIE	RESIDENTS FUND ANNE SNELL	JEFFERSON REHAB	30.00

35	0037721	ALABAMA INTERACTIVE	NURSING REGISTRATION	CGH: ADMINISTRATION	100.00
36	0037945	SHELLY WATKINS	RESIDENTS FUND EARNESTINE BURNS	JEFFERSON REHAB	30.00
37	0038026	TAMMY DAVIS	RESIDENTS FUND TOM WATSON	JEFFERSON REHAB	30.00
38	0038232	VALEN PAGE	RESIDENTS FUND MARY PAGE	JEFFERSON REHAB	30.00
39	0010156	ALABAMA MESSENGER	2007 SUBSCRIPTION FAMILY COURT	FAMILY COURT ADMINISTRATION	15.00
40	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	GEN SVCS: CENTER POINT	155.65
41	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	GEN SVCS: E-911	63.33
42	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	REVENUE	103.96
43	0023668	HATCHER DESIGN	PROFESSIONAL SERVICES	GENERAL SERVICES	417.50
44	0023668	HATCHER DESIGN	PROFESSIONAL SERVICES	GENERAL SERVICES	2665.75
45	0030225	NATIONAL CONFERENCE	MEMBERSHIP JEFFREY MCGEE	FAMILY COURT ADMINISTRATION	100.00
46	0031068	WILLIAM VOIGT	TRAVEL REIMBURSEMENT	JEFF CO SENIOR CITIZENS	168.64
47	0032744	TRO/RITCHIE	CGH RENOVATION REIMBURSEMENT	GEN SVCS: ADMINISTRATION	2558.49

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

District Attorney - Birmingham

Legal Secretary

Finance - Purchasing

Administrative Assistant I

Community Development

Principal Accountant

Administrative Analyst

General Services - Grounds

Laborer I

General Services - Cooper Green Hospital

HVAC/Refrigeration Tech

General Services - Custodial

Laborer I

Jefferson Rehabilitation & Health Center - Quality Improvement

Medical Clerk - 2 positions

Jefferson Rehabilitation & Health Center - Dietary

Food Services Assistant - 5 positions

Jefferson Rehabilitation & Health Center - Nursing Service - Nursing Facility

Medical Clerk

Certified Nursing Assistant (C.N.A.) - 25 positions

Licensed Practical Nurse (L.P.N.) - 8 positions

Staff Registered Nurse - 2 positions

Cooper Green Mercy Hospital - Radiology

Administrative Assistant II

Special Imaging Technician - 3 positions

Cooper Green Mercy Hospital - Ultrasound

Diagnostic Imaging Technologist - 2 positions

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

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

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Board of Registrars \$0

Delete an Administrative Assistant I (Gr. 10) and add an Administrative Assistant II (Gr. 13). Annual difference \$3,990. No Additional Funds Required.

2. Emergency Management Agency \$35,000

Increase expenditures to purchase a one-time inspection and maintenance of the flood warning system. Item will be funded through the Emergency Management Fund balance. No Additional Funds Required.

3. Emergency Management Agency \$29,000

Increase expenditures to purchase a one year service agreement for EMA computer servers. Item will be funded through the Emergency Management Fund balance. No Additional Funds Required.

4. Family Court \$1,780

Increase revenue and expenditures to record restitution received for damaged equipment from the Electronic Monitoring Program. No Additional Funds Required.

C. FOR INFORMATION ONLY

- Personnel Board \$0

Delete a Senior Assessment & Development Specialist (Gr. 34), a Data Management Specialist (Gr. 25) and a Business System Analyst (Gr. 28) and add a Data Management Technician (Gr. 19) and a System Analyst (Gr. 28). Annual savings \$104,868. No Additional Funds Required.

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

B. OTHER BUDGET AMENDMENTS

5. Economic Development \$18,000

Shift funds and add purchasing memorandum to purchase an automobile. No Additional Funds Required.

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the above Budget Amendment be carried over for one week. Voting "Aye" Carns, Smoot, Collins, Humphryes and Langford.

Feb-13-2007-186

WHEREAS, The Jefferson County Commission has two appointments to the 15-member Red Mountain Park Commission; and
WHEREAS, the Commission has received a request from Ms. Renee Carter expressing her interest, commitment, and involvement of this project.

NOW THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION does hereby appoint Ms. Renee Carter to the Red Mountain Park Commission beginning February, 2007 and ending February, 2011.

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

Feb-13-2007-187

WHEREAS, Community Housing Development Corporation of Alabama executed certain mortgages for the construction of the

Edgewater Oaks Subdivision infrastructure; and

WHEREAS, new homes in the Edgewater Oaks Subdivision have been completed and sold to qualified homebuyers through Jefferson County's Agreement with Greater Birmingham Habitat for Humanity; and

WHEREAS, said lots are identified as follows:

Lot 18, according to the Map and Survey of Edgewater Oaks, as recorded in Map Book 36, Page 81, Sheets, 1, 2, and 3 in the Probate Office of Jefferson County, Alabama, Bessemer Division.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the attached Partial Satisfaction of Recorded Mortgages for the above referenced lots be executed by the Commission President.

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

Feb-13-2007-188

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Consultant Contract between Jefferson County and Dr. Larry Davenport for \$45,000.00 to provide professional expert witness services, consultation, and other services as required by the Supplemental Environmental Project (SEP) portion of the Consent Decree and the Memorandum of Understanding with the Freshwater Land Trust, and services pertaining to expertise and study in the biological and environmental sciences for the Cahaba River WWTP permit and the Cahaba River Nutrient TMDL for the period specified in the Contract.

CONTRACT NO. ESD-01

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of January, 2007, by and between Jefferson County, Alabama, hereinafter called the County, and Dr. Larry Davenport, hereinafter called the Contractor. The effective date of this agreement shall be January 1, 2007.

WHEREAS, the County desires to contract for professional consulting 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:** 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 following:
 - Provide professional expert witness services, consultation, and other services as required by the Supplemental Environmental Project (SEP) portion of the Consent Decree and the Memorandum of Understanding with the Freshwater Land Trust.
 - Provide services pertaining to expertise and study in the biological and environmental sciences for the Cahaba River Waste Water Treatment Plant (WWTP) permit and the Cahaba River Nutrient Total Maximum Daily Load (TMDL)
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional consulting services to Environmental Services at any time after the effective date of this Contract. The completion date of all services under this Contract is December 31, 2007 with renewal per mutual consent among all parties.
4. **COMPENSATION:** The Contractor shall be compensated for services rendered at a cost of \$100.00 per hour for out of court work and \$200.00 per hour for in court work payable per submission of an itemized invoice showing service rendered, date and hours rendered and approval by the Director of Environmental Services. Total work under this contract shall not exceed \$45,000.00 per year.
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.

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:
Dr. Larry Davenport

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

RECOMMENDED:
Robert Henderson, Director
Environmental Services Department

ATTEST:
Minute Clerk

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

Feb-13-2007-189

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Consultant Contract between Jefferson County and Dr. Mike Howell for \$45,000.00 to provide professional expert witness services, consultation, and other services as required by the Supplemental Environmental Project (SEP) portion of the Consent Decree and the Memorandum of Understanding with the Freshwater Land Trust, and services pertaining to expertise and study in the biological and

environmental sciences for the Cahaba River WWTP permit and the Cahaba River Nutrient TMDL for the period specified in the Contract.

CONTRACT NO. ESD-02

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of January, 2007, by and between Jefferson County, Alabama, hereinafter called the County, and Dr. Mike Howell, hereinafter called the Contractor. The effective date of this agreement shall be January 1, 2007.

WHEREAS, the County desires to contract for professional consulting 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:** 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 following:
 - Provide professional expert witness services, consultation, and other services as required by the Supplemental Environmental Project (SEP) portion of the Consent Decree and the Memorandum of Understanding with the Freshwater Land Trust.
 - Provide services pertaining to expertise and study in the biological and environmental sciences for the Cahaba River Waste Water Treatment Plant (WWTP) permit and the Cahaba River Nutrient Total Maximum Daily Load (TMDL)
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional consulting services to Environmental Services at any time after the effective date of this Contract. The completion date of all services under this Contract is December 31, 2007 with renewal per mutual consent among all parties.
4. **COMPENSATION:** The Contractor shall be compensated for services rendered at a cost of \$100.00 per hour for out of court work and \$200.00 per hour for in court work payable per submission of an itemized invoice showing service rendered, date and hours rendered and approval by the Director of Environmental Services. Total work under this contract shall not exceed \$45,000.00 per year.
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 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.
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
Dr. Mike Howell Betty Fine Collins, President
Jefferson County Commission

RECOMMENDED:
Robert Henderson, Director
Environmental Services Department

ATTEST:
Minute Clerk

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

Feb-13-2007-190

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Cathy Criss Adams and Karin Hopkins to serve on the Jefferson County Historical Commission; beginning March, 2007 and ending March, 2011, be and hereby is approved.

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-13-2007-191

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Balch & Bingham, LLP to provide lobbyist services at the federal level beginning February 1, 2007 and ending September 30, 2007 in the amount of \$10,000 per month plus reimbursable expenses.

CONTRACT NO. 68-07

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this day of 17th day of January, 2007 by and between Jefferson County, Alabama, hereinafter called "the County", and Balch & Bingham, LLP, hereinafter called "the Contractor". The effective date of this agreement shall be February 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. 6807, dated November 30, 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 Congress, federal agencies and agency administration and the Executive branch. The Contractor will support the priorities of the County through strategic analysis; development and implementation of legislative strategy; facilitation of intergovernment and interagency coordination; dissemination of collateral materials; and annual reporting, as described below:

- Strategic Analysis: The Contractor will work with the County and the County designee to assess federal initiatives that could affect the County and determine areas where the County should initiate action.
- Development and Implementation of Legislative Strategy: The Contractor will assist in the development of a federal legislative strategy and outline a governmental communications strategy to ensure the County's legislative goals are met.
- Facilitation of Inter-Governmental Coordination: The Contractor will identify and coordinate communications with and between appropriate governmental officials and staff. The Contractor will attend, initiate, organize, and coordinate meetings or hearings as necessary on behalf of the County and will advise Commission members and the County designee on when their attendance is necessary.
- InterAgency/Organization Coordination: The Contractor will help identify organizations and coalitions with similar interests and analyze their respective legislative priorities in an effort to coordinate common objectives that will assist the County in achieving its goals.
- Dissemination of Collateral Materials: The lobbying process, by its consultative and deliberate nature, produces collateral materials developed by legislative committees, bill sponsors, executive departments and other interested parties that may be related to the County's initiatives. The Contractor will coordinate the collection and dissemination of these materials to and through the County's designee.
- Annual Reporting: In addition to the reporting requirements of the RFP, the Contractor will also prepare an Annual Legislative Strategy Memorandum for the Commission which will provide an overview of our activities and results as well as a recommendation on future action for the County.

The above scope of services will be implemented in two (2) phases. Phase I will be the development of a comprehensive longterm strategic plan that identifies priorities. Strategic planning and assessment would commence immediately and conclude by midFebruary prior to each individual Member's appropriation request submission deadlines. Phase II will be the execution and implementation of the plan developed and approved by the County in Phase I.

Phase I

Contractor will meet with the Jefferson County Commission or its designee, individually or as a whole, to develop a comprehensive long-term strategic federal lobbying plan. Contractor will identify previous federal appropriations request and awards to determine the appropriate request structure. Further, the Contractor will identify and recommend specific projects (transportation, infrastructure, law enforcement, etc.) that will address the County's vital needs.

Contractor recommends that the County follow a strategic approach to leveraging federal dollars through state and local Administrative agencies, as well as the private sector. Federal grants and certain types of appropriations, such as money for public roads in transportation appropriation legislation, require a local match that can range from 10%, 20% or even up to 50% of the appropriated or federal grant amount. During the strategic planning sessions, Contractor to examine the costs and benefits to their recommended approach, the likelihood of success and the expected range of the amounts of federal appropriation dollars they believe will be available, to enable the County to make an informed decision. In addition, Contractor will assist the County in identifying sources of local matching funds and alternative funding opportunities.

Phase II

The services provided in Phase II would include the execution and implementation of the County's federal lobbying plan on a timeline on a timeline that parallels the normal legislative schedule for 2007. Contractor strongly recommends that the County select one point of contact to ensure that the lines of communication are clear and constant.

The first step Contractor will perform is the collecting of relevant information for drafting an appropriations request, then submitting the request to the appropriate Members before the end of February.

After and/or before the submission of requests, Members of the County Commission and other Community Leaders should expect to travel to Washington to meet with Members and staff of the delegation to explain and support their requests. These meetings should occur in February or March, and other times as needed, to allow Members to discuss the County's goals in detail and prioritize the requests internally. Members want to hear firsthand about each community's needs. Contractor understands the process and can provide realistic goals and expectations. The second phase continues throughout the year as Contractor works with Members and staff in the appropriate offices and on the appropriate subcommittees who have jurisdiction over the area of request (Transportation, Justice, Homeland Security Committees for example).

Throughout the appropriations process, Contractor will be supporting and communicating constantly with the County's designee,

Members of Congress, staff, committee staff, and members outside of the Alabama Delegation, as well as federal agency officials involved in this process.

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 \$10,000.00 per month as a fixed fee retainer including all normal and reasonable expenses incurred by the Contractor. The County shall preapprove and reimburse Contractor for reasonable travel, lodging, transportation, meals and other business and meeting expenses directly related to the performance under this Agreement, up to, but not exceeding, \$750.00 per month. Expenses that exceed \$750.00 per month will require preapproval by the County designee.

Payment for the retainer is due on or before the 5th day of each month. Payment for any uncontested travel or meeting expenses shall be due within 30 days of receipt of invoices.

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. **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:

Stan Blanton, Partner

Balch & Bingham, LLP

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

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

"Aye" Carns, Humphries, Collins and Smoot. Commissioner Langford abstained from voting.

Feb-13-2007-192

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

X-Ray Machines to be Declared Surplus

Make	Model	Serial	# Maximo #
Perkinelmer	SYS 215	130574	10095
Perkinelmer	SYS 215	13062501	none
Perkinelmer	SYS 215	13062601	10098
Perkinelmer	SYS 215	13062707	10093
EG&G Astophysics	SYS 215	52263	none

Metal Detectors to be Declared Surplus

Make	Model	Serial #	Property #
Garrett	Magnascanner	none	0037359
Garrett	Magnascanner	none	0046259
Garrett	Magnascanner	none	none
Perkinelmer	Sentrie LC	002308	none
Perkinelmer	Sentrie LC	975169	none
Metor	118	none	none

Disposals

Roads & Transportation-Bessemer

B-56	Dispose	International Flat Bed	Salvage Parts
B92323	Dispose	Pickup Truck	Salvage Parts
D-4	Dispose	John Deer Motor Grader	Salvage Parts
D-118	Dispose	Caterpillar Dozer	Salvage Parts
E951310	Dispose	57K Navistar Cab & Chassis Truck	Salvage Parts
E951313	Dispose	Trash & Limb Truck	Salvage Parts
F901328	Dispose	Backhoe	Salvage Parts
F901335	Dispose	Grader Bush Cutter	Salvage Parts
F931301	Dispose	Hydraulic Track Excavator	Salvage Parts
F941307	Dispose	Backhoe Loader	Salvage Parts
T921317	Dispose	Trailer	Salvage Parts
Z891301	Dispose	Case Tampers	Salvage Parts
F901331	Dispose	Bulldozer	Salvage Parts
M-576	Dispose	Lift Truck	Salvage Parts
M-414	Dispose	Case Tampers	Salvage Parts
M-412	Dispose	Case Tampers	Salvage Parts
M-410	Dispose	Case Tampers	Salvage Parts
M-198	Dispose	Ingersol-Rand Air Compressor	Salvage Parts
T891307	Dispose	12 Ton Tilt Trailer	Salvage Parts
000243	Dispose	Vibratory Plate Compactor	Salvage Parts
000244	Dispose	Vibratory Plate Compactor	Salvage Parts
000511	Dispose	Personal Computer Pentium II	Auction
000512	Dispose	Personal Computer Pentium II	Auction
000513	Dispose	Personal Computer Pentium II	Auction
000514	Dispose	Personal Computer Pentium II	Auction
000515	Dispose	Personal Computer Pentium II	Auction
001542	Dispose	Wacker Slide Compactor	Salvage Parts
002242	Dispose	Vibrate Asphalt Plate	Salvage Parts
002243	Dispose	Vibrate Asphalt Plate	Salvage Parts
002697	Dispose	Acer PIII 550MHZ 128MB	Auction
002698	Dispose	Acer PIII 550MHZ 128MB	Auction
002699	Dispose	Acer PIII 550MHZ 128MB	Auction
010315	Dispose	Trailer	Salvage Parts
011541	Dispose	Wacker Slide Compactor	Salvage Parts
011542	Dispose	Wacker Slide Compactor	Salvage Parts
14442	Dispose	Fax Machine	Salvage Parts
0017264	Dispose	Add Machine	Salvage Parts
030376	Dispose	Mobile Radio	Salvage Parts
030377	Dispose	Mobile Radio	Salvage Parts
031404	Dispose	Base Station Radio	Salvage Parts
0042389	Dispose	Time Clock	Salvage Parts

0042390	Dispose	Time Clock	Salvage Parts
0042392	Dispose	Air Compressor System	Salvage Parts
0042404	Dispose	Printer	Auction
44690	Dispose	IHC Tandem Dump	Salvage Parts
49305	Dispose	Bessemer Gas Station	Salvage Parts
51303	Dispose	Vibratory Plate Compactor	Salvage Parts
52084	Dispose	Dump Body & Hoist	Salvage Parts
0093906	Dispose	Wheelchair	Salvage Parts
94384	Dispose	Truck Tire Changer	Salvage Parts
94993	Dispose	Ice Maker	Salvage Parts
94998	Dispose	Chain Sharpener	Salvage Parts
700823	Dispose	Monitor	Auction
703703	Dispose	Copy Machine	Auction
703705	Dispose	Printer	Auction
703710	Dispose	Monitor	Auction
703967	Dispose	Computer	Auction
703968	Dispose	Monitor	Auction
703988	Dispose	Computer	Auction
703989	Dispose	Monitor	Auction
704021	Dispose	Computer	Auction
704022	Dispose	Monitor	Auction
704037	Dispose	Monitor	Auction
705137	Dispose	Computer	Auction
705138	Dispose	Computer	Auction
705140	Dispose	Monitor	Auction
705141	Dispose	Monitor	Auction
705828	Dispose	Printer/scanner	Auction
960177	Dispose	95 Ford F-250 Pickup Truck	Salvage Parts
960178	Dispose	John Deere Rubber Tired Loader	Salvage Parts
960227	Dispose	Bushhog	Salvage Parts
960303	Dispose	Spreader Tailgate	Salvage Parts
960316	Dispose	Spreader Tailgate	Salvage Parts
960319	Dispose	Spreader Tailgate	Salvage Parts
971000	Dispose	Spectra Radio	Salvage Parts
971001	Dispose	Spectra Radio	Salvage Parts
971089	Dispose	Truck T3 D	Salvage Parts
971091	Dispose	Truck T3 D	Salvage Parts
981183	Dispose	Mikasa Vibratory	Salvage Parts
981795	Dispose	Waldon Road Sweeper	Salvage Parts
982105	Dispose	Grader Brush Cutter	Salvage Parts
990643	Dispose	Portable Radio	Salvage Parts
990644	Dispose	Portable Radio	Salvage Parts
990645	Dispose	Portable Radio	Salvage Parts
990646	Dispose	Portable Radio	Salvage Parts
990647	Dispose	Portable Radio	Salvage Parts
990648	Dispose	Portable Radio	Salvage Parts
990649	Dispose	Portable Radio	Salvage Parts
990650	Dispose	Portable Radio	Salvage Parts
990651	Dispose	Portable Radio	Salvage Parts
990652	Dispose	Portable Radio	Salvage Parts
990653	Dispose	Portable Radio	Salvage Parts
990654	Dispose	Portable Radio	Salvage Parts
1003298	Dispose	Monitor	Auction

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

Feb-13-2007-193

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is execute the Time Sheet to Proposal between Jefferson County, Alabama and Citicorp Vendor Financing, Inc. for lease/purchase of Nortel CS 1000M PBX Telephone System for Cooper Green Mercy Hospital in the amount of \$9,429.42 per month for sixty (60) months.

DATE: January 9, 2007

LESSEE: Jefferson County Commission

LESSOR: Citicorp Vendor Financing, Inc. or its affiliate

VENDOR: Per Jefferson County Bid Selection

QUALIFICATIONS: To qualify for this proposal, the Lessee must be classified as a tax-exempt entity under guidelines established by

Section 103(a) of the Internal Revenue Service Code. Agencies of the Federal Government, International Agencies, or Nonprofit or charitable groups funded with public dollars do not qualify.

EQUIPMENT: Nortel CS 1000M PBX System

AMOUNT: \$509,973.85

TERM OF LEASE: 60 Months

RENTAL PAYMENTS: 60 Monthly Payments @ \$9,429.2 — Interest Rate 4.30%

ADVANCE PAYMENTS: First payment due with lease execution

SECURITY DEPOSIT: None

END OF TERM OPTIONS: At the end of the initial term, provided that the lease is not then in default, you may purchase the Equipment for \$1.00.

RATE COMMITMENT: The monthly Rent payment amount set forth above was calculated using a lease rate factor equal to the sum of a spread over the yield for 5 Year Interest SWAP Rates of 5.10% as of 01/01/2007. The Lessee acknowledges that the lease rate factor (and the corresponding monthly Rent payment amount shown above) will be adjusted upward or downward by Lessor prior to the Lease Commencement Date of this Schedule to reflect changes in yield for 5 Year Interest SWAP Rates between the aforementioned date and the Commencement Date hereof. The monthly Rent payment amount will be determined as of the Commencement Date of this Schedule and shall remain fixed during the Initial Term hereof. Interest SWAP Rate yields are published daily in the Federal Reserve Statistical Release H15 report and can be found at: <http://www.federalreserve.gov/releases/H-15/update/h15upd.htm>.

EXPIRATION: Proposal expires if not accepted by February 28, 2007. Upon acceptance, Lessor's obligations under this proposal will be void if the Equipment is not in service and the Lease commenced by March 31, 2007.

CONTROLLING LANGUAGE: Inconsistencies (aside from pricing and dates) between this proposal and our Master Lease Agreement are controlled by the terms and conditions of the Master Lease Agreement.

ACCEPTANCE: You acknowledge that the terms and conditions of the Proposal are satisfactory by signing and returning it to CitiCapital for credit review.

AGREED & ACCEPTED:

Bettye Fine Collins, President

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-13-2007-194

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Stephen Ward & Associates for design work for the repair of the buildings at the Shades Valley Treatment Facility in the amount of \$7.9% of the construction cost which is estimated to be \$380,000.00.

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-13-2007-195

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 Center to provide mental health services to children who are detained at the Youth Detention Center beginning October 1, 2006 and ending September 30, 2007 in an amount not to exceed \$28,000.

CONTRACT NO. YDC-01

PERSONAL SERVICES 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 Center, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2006.

WHEREAS, the County desires to contract for mental health services for the Youth Detention Center, hereinafter called "the YDC", 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:** The Contractor shall perform all necessary professional services provided under this Contract as required by the YDC. The Contractor shall provide approximately forty (40) hours per week of direct mental health services to children who are detained at the YDC and their Families who are involved with Family Court. The services required are to be provided onsite by a Professional Counselor as follows:
 1. Interviewing, evaluating, and assessing mental health and/or substance abuse issues and appropriate needs of all new residents.
 2. Work closely with the Youth Detention Center (Unit and Medical) and Family Court Staff, as well as community resources, to provide or access appropriate services to meet the resident's needs and advocate for those services.
 3. Provide crisis intervention services to residents who report suicidal/homicidal ideation, to those who have attempted self-harm, or in the event of any tragedy.
 4. Provide brief therapy of identified residents.
 5. Consult with Family Court Mental Health Liaison, Probation officers, or other staff as necessary.
 6. Provide accurate documentation of charts on a daily basis, to include clinical assessment, treatment, referrals, progress, and followup.
 7. Complete required documentation to meet service delivery accountability requirements.
 8. Provide all clerical support.
 9. Submit a monthly report to the Youth Detention Center Standards Officer containing a detailed list of services provided and clients served under the contract.
 10. Perform all administrative duties as required.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render mental health services to the YDC at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2007. However, the Contract may be extended, at the County's option, for two (2) additional oneyear periods, not to exceed three full years.
4. **COMPENSATION:** The Contractor shall be compensated at a rate of \$13.46 per hour payable monthly per an approved invoice. Contract not to exceed \$28,000.00 per year.
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.

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:

Dr. Richard Craig, Executive Director
J-B-St. C-MH/MR Center

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President
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.

Feb-13-2007-196

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Todd Hicks to serve on the Birmingham Fire District Board of Directors, beginning January, 2007 and ending January, 2012, be and hereby is approved.

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

Communication was read from Roads & Transportation recommended the following;

1. Birmingham Water Works to install 920' of 6" and 50' of 4" water main along unnamed road off Mill Creek Road and Bankhead Highway.
2. Fultondale Gas to install 620' of 4" gas main at the intersection of Fieldstown Road and Cades Cove for Chapel Ridge Apartments.
3. Alabama Gas Corporation to install 2,007' of 4" gas main in Silver Lakes (Sector 10).
4. Alabama Gas Corporation to install 8,280' of 6" gas main extension for Hearthstone Subdivision on Fletcher Road.
5. Alabama Gas Corporation to install 1,240' of 2" gas main on Sleepy Hollow Drive off of Fieldstone Drive.
6. Alabama Gas Corporation to install 1,150' of 4" and 910' of 2" gas main in Morgan's Run Sector 2 Phase I, off of Lindsey Loop Road.

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

Feb-13-2007-197

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to close Mud Creek Road approximately 150 feet south of Ground Hog Road, in order to remove and replace a 1930's era rock culvert that is structurally unsound beginning Monday, February 19, 2007 and reopened by the end of the workday on Friday, February 23, 2007.

We will also establish and maintain a detour route in accordance with the Federal Manual on Uniform Traffic Control Devices.

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

Feb-13-2007-198

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on US-31 (SR-3) within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: Project No. STPTE-0003(528) Landscape Visual Enhancement Program, along US-31 (SR-3) from North of I-65 in the City of Vestavia Hills, North to Shades Crest Road.

WHEREAS, The Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, The Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Commission of Jefferson County, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved. and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows: N/A

Please refer to: Project Notes (Sheet 2)

Please refer to: Sequence of Construction and Traffic Control Plans (Sheets 34 - 40)

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement

or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the County agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case. It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 13th day of February, 2007.

ATTEST

County Clerk

Betty Fine Collins

Commission Chairman

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-13-2007-199

WHEREAS, the County of Jefferson (hereinafter at times referred to as County) is desirous of having certain improvements made on SR-79 within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project No. 99-303-371-079-706 Guardrail, Guardrail End Anchors, Planing, Resurfacing and Permanent Traffic Stripe along SR79 from end of the Four-Lane in Pinson to the Jefferson/Blount County Line.

WHEREAS, The Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, The Federal Highway Administration, an agency of the United States of America will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Commission of Jefferson County, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required

by the State along said improvements, all of which are more specifically stated as follows: N/A

Please refer to Project Notes and Project Traffic Control Notes (Sheet 2C - 2M)

Please refer to Traffic Control Plans Sheets 6 - 13)

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the National Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the County agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 13th day of February, 2007.

ATTEST

Betty Fine Collins

County Clerk

Commission Chairman

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

Feb-13-2007-200

WHEREAS, the County of Jefferson, Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on SR-25 within the limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project No. 99-303-371-025-719 Guardrail, Guardrail End Anchors, Planing, Resurfacing and Permanent Traffic Stripe along SR-25 from the Jefferson/Shelby County Line to SR-4 (US-78) in Leeds.

WHEREAS, The Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, The Federal Highway Administration, an agency of the United States of America will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Commission of Jefferson County, that the plans of said project including alignment, profile, grades,

typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows: N/A

Please refer to Project Notes and Project Traffic Control Notes (Sheets 2D – 2N)

Please refer to Traffic Control Plans (Sheets 6 – 13)

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the National Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line. That the County agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.
4. It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 13th day of February, 2007.

ATTEST

County Clerk

Betty Fine Collins

Commission Chairman

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

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

1. That the County enter into a Supplemental Agreement Number 1 with the State of Alabama, acting by and through the Alabama Department of Transportation amending an Agreement dated April 6, 2005, for:

Right-of-Way Acquisition Program, Project STPBH-5939 (), to widen CR-29 from Heatherwood Drive to Action Road to include a bridge in replacement over the Cahaba River 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 13th 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-5939 ()

Widen CR-29 from Heatherwood Drive to Acton Road to include a bridge replacement over Cahaba River in Jefferson County

SUPPLEMENTAL AGREEMENT NUMBER 1

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 to widen CR29 from Heatherwood Drive to Acton Road to include a bridge replacement over the Cahaba River in Jefferson County, effective April 6, 2005, and

WHEREAS, the STATE and COUNTY desire to amend the Agreement entered into on April 6, 2005, 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 April 6, 2005, 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 April 6, 2005, 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:

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President, Jefferson County Commission (Signature)

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 _____, 20

GOVERNOR OF ALABAMA, BOB RILEY

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

Feb-13-2007-202

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

1. That the County enter into a Supplemental Agreement Number 1 with the State of Alabama, acting by and through the Alabama Department of Transportation amending an Agreement dated August 26, 2003, and for:

Construction Agreement, for Project STPBH-5939 () to widen CR-29 from Heatherwood Drive to Action Road to include a bridge replacement over the Cahaba River 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 13th day of February, 2007.

ATTESTED:

Betty Fine Collins

County Clerk

President, Jefferson County Commission

AGREEMENT FOR CONSTRUCTION
BETWEEN THE STATE OF ALABAMA
AND
JEFFERSON COUNTY, ALABAMA
Project STPBH-5939 ()

Widen CR29 from Heatherwood Drive to Acton Road to include a bridge replacement over the Cahaba River in Jefferson County
SUPPLEMENTAL AGREEMENT NUMBER 1

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 Program to widen CR-29 from Heatherwood Drive to Acton Road to include a bridge replacement over the Cahaba River in Jefferson County, effective August 26, 2003, and

WHEREAS, the STATE and COUNTY desire to amend the Agreement entered into on August 26, 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 August 26, 2003, be and the same is hereby amended in the following respects:

1. Paragraph 13 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 August 26, 2003, 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

Betty Fine Collins, President, Jefferson County Commission (Signature)

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 , 20

GOVERNOR OF ALABAMA, BOB RILEY

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

Feb-13-2007-203

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

1. That the County enters 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 July 18, 1999 and Supplemental Agreement 2 dated March 27, 2003 for:

Right-of-Way Acquisition and Construction Program, Project STPBH9802 () for Jefferson County TOPICS (Phase 8) 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 13th day of February, 2007.

ATTESTED: Bettye Fine Collins
County Clerk President, Jefferson County Commission

AGREEMENT FOR RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION

BETWEEN THE STATE OF ALABAMA

AND

JEFFERSON COUNTY, ALABAMA

Project STPBH-9802 ()

Jefferson County TOPICS (Phase 8) Intersection Improvements 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 Right-of-Way Acquisition and Construction Program for Jefferson County TOPICS (Phase 8) 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 July 8, 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 July 8, 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. 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 (Signature)

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 _____, 20

GOVERNOR OF ALABAMA, BOB RILEY

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-13-2007-204

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 6, 2007
Purpose: Payment for acquired 0.27 acres (more or less) right-of-way 0.16 acres (more or less) slope/drainage/utility easement Brighton Project - Woodward Road Extension - Tract No. 10
Agent: Mike Key
Price: \$2,200.00
Pay to the order of: Jean Collum
Mailing Address: P.O. Box 276
Pelham, AL 35124

Fund #01

Organization/Division #5300

Object #52503

Check Delivery Code 5000

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-13-2007-205

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Change Order No. 2 to the agreement between Jefferson County, Alabama and Veteran's Landscaping Co., Inc. for asbestos abatement of five houses and demolition of an additional structure for the Main Street - Brighton Project in the amount of \$29,800.

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-13-2007-206

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-2006-101 Thomas G. Phillips, owner. Change of zoning on Parcel ID# 31-15-4-0-90 in Section 15 Twp 18 Range 5 West from R-1 (Single Family) to A-1 (Agriculture) for residence and wholesale greenhouse. (Site Only: 6020 Warrior River Road, Bessemer, AL 35023) (CONCORD) (5 Acres M/L)

RESTRICTIVE COVENANTS: 1. Existing vegetation along the southern and eastern property lines to be maintained as an undisturbed natural buffer; and, 2. The greenhouses are to be constructed to the rear of the primary residence on the property, and no less than 100 feet from right-of-way of Warrior River Road.

Motion was made by Commissioner Smoot seconded by Commissioner Humphryes that the Z-06-101 be approved. Voting "Aye" Smoot, Humphryes, Carns, Collins and Langford.

Feb-13-2007-207

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Ravinder Kalra and Bakhshi Ram, R. K. Quick Stop, Inc., d/b/a Pinson Exxon located at 6701 Highway 79, Pinson, AL 35126 for an off-premise retail beer and wine license, be and hereby is approved.

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-13-2007-208

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the County Attorney, the case styled, Jefferson County v. Carter E. Anthony, Jefferson County Circuit Case No. CV-06-4635 be settled in the total amount of \$5,000.00. The Finance Director is directed to issue a check payable to Mr. Carter Anthony and his attorney, Frank Galloway III, in the amount of \$2,500.00. Additionally, the County Attorney is directed to release the funds on deposit with the Circuit Court to Mr. Anthony in full and final settlement of this case.

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-13-2007-209

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Decatur Anesthesiology Associates, LLC to provide anesthesia services for patients at Cooper Green Mercy Hospital beginning January 1, 2007 in the amount of \$1,788,000 (\$149,000 per month).

ANESTHESIOLOGY AGREEMENT

THIS ANESTHESIOLOGY AGREEMENT is made and entered into dated this day of , by Jefferson County Commission, Alabama d/b/a Cooper Green Mercy Hospital, located in the City of Birmingham, Alabama ("Hospital"), and Decatur Anesthesiology Associates, LLC ("Contractor") a professional corporation.

RECITALS

THIS ANESTHESIOLOGY AGREEMENT is made with reference to the following facts:

- A. Hospital is a general acute care hospital located at 1515 Sixth Avenue, in Birmingham, Alabama.
- B. Hospital maintains and operates an Anesthesiology Service, hereinafter referred to as the "Service".
- C. Contractor is a professional corporation with employees and certain contracting Physicians all of whom are duly qualified and authorized to practice medicine in the State of Alabama and are Board certified or Board eligible in anesthesiology, and are currently members of, or will apply to the Medical Staff of Hospital.
- D. Hospital has been providing basic medical services, of which anesthesia services are a critical element, to the residents of Jefferson County for many years.
- E. Hospital and Contractor desire to enter into this Agreement in order to provide a full statement of their respective rights and responsibilities in connection with the provision of anesthesiology services during the term of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, covenants, conditions and promises herein contained, the parties do hereby agree as follows:

Section. 1 Anesthesia Services.

Contractor agrees to perform anesthesiology and other professional services as hereinafter described at Hospital

Section. 2 Facilities. Materials and personnel Provided by Hospital.

Hospital shall, at its sole cost and expense, furnish the following for the operation of said Anesthesiology Service:

A. The premises and space occupied by said Anesthesiology Service, appropriately furnished, which shall contain at least 500 square feet of usable office space. Except as otherwise provided herein, Hospital shall keep and maintain said premises in good and sanitary order, condition, and repair. Contractor is to use said premises solely for the practice of anesthesiology and ancillary purposes and no part thereof shall be used at any time by any physicians as an office for the general practice of medicine. Hospital shall also supply reasonable additional space for a pain Contractor and preadmission testing center to be established by Contractor.

- (1) Hospital, at no cost to Contractor or the physician members or employees of Contractor, shall provide throughout the

term of this Agreement at Hospital's buildings reasonable sleeping accommodations for not less than two persons, containing beds, color television set, other appropriate furniture, refrigerator, toilet and shower, for use by Contractor or employees of Contractor while they are providing the anesthesia services and are required to be on the premises described in this Agreement at Hospital. Hospital shall have the right, at any time upon twenty four (24) hours prior notice to Contractor, to relocate such sleeping accommodations within Hospital's buildings provided that such relocated sleeping accommodations shall be substantially similar in size and content as the initial sleeping accommodations.

B. All anesthesiology equipment and facilities currently installed in said Anesthesiology Service and all future equipment which Hospital, upon consultation with Contractor, in good faith determines to be required for the efficient and proper operation and conduct of an anesthesiology service in a hospital of the size and location comparable to Hospital, which shall include the following: anesthesia machines, and monitors including pulse oximetry and capnography in each operating room, EKG and automatic blood pressure machines for each patient in the recovery room. In the event that, during the term of this Agreement, Hospital, in the exercise of its reasonable discretion, determines that it is impossible or economically impractical to repair any equipment or facilities, Hospital shall, at its sole cost and expense, replace such equipment and facilities. Contractor shall be liable to Hospital for any damage to or loss of Service equipment, due to or as a result of any act or omission of Contractor. Further, it shall be Contractor's responsibility to assure that such equipment is functioning in a proper and safe manner and to report to Hospital any malfunction or service requirement(s).

C. Janitorial Services, at least three telephone lines (2 voice and 1 data) with long Distance access, and telephone switchboard

services restricted to official business involving said Anesthesiology Service, and information from Hospital's billing data system necessary to allow Contractor to effectively bill for services rendered.

D. All utilities used by the Anesthesiology Service including water, gas, heat, light, power, ice, and all other services supplied to said Premises.

E. All necessary supplies, including but not limited to, printed forms, including modified anesthesia records, pre-admission testing forms, and quality assurance forms, filing folders, voucher cards, requisition slips, procedure sets, syringes, drugs, laundry services, patients sheets and linen, uniforms, and all other items and services normally required by the Service. Hospital shall supply to Contractor appropriate supply cost information and usage figures in order for Contractor to comply with the requirements of Section 3, below. Hospital shall not supply forms designed specifically for the billing of professional anesthesia services.

F. All repairs and maintenance of service equipment and facilities. Contractor shall be responsible for consulting with and making recommendations to Hospital concerning the acquisition of new equipment. At least annually, the Director, as hereafter defined, working with the Hospital Administrator, shall evaluate the Service equipment and establish priorities for equipment requisitions for inclusion in the annual Hospital capital budget. Such priorities shall be reported in writing to the Hospital at least thirty (30) days prior to Hospital's deadline for submission of its annual capital budget. Hospital shall, in its reasonable discretion, determine the new equipment it shall acquire.

Section 3. Materials and Services to be Provided by Contractor.

Contractor shall, at its sole cost and expense, furnish the following for the operation of said Anesthesiology Service:

A. The professional services of an appropriately qualified, Board Certified Physician Anesthesiologist ("the Director"), to act as the Medical Director of the Service. The Director shall manage and supervise the medical and administrative operations of the Service and shall devote such time as necessary to carry out such duties.

B. Through the Director, and with prior Hospital input and approval, the scheduling of professional services of such physicians required to properly staff and maintain the Service and to provide competent and adequate professional coverage. Each such physician, as well as the Director, shall be Board admissible or Board certified in the medical specialty of anesthesiology or the equivalent thereof as determined by Hospital Medical Staff Rules and Regulations.

C. Through the Director, the overall supervision of the day-to-day operation of the Service. Such responsibility shall include, but is not limited to, service as the Chairman of Department of Anesthesiology as described in Hospital Department and Medical Staff Rules and Regulations, scheduling in development of an operating and an equipment budget, and assisting and coordinating the activities of the Service with other departments of the Hospital. The Director shall be responsible for assuring that all physician members of the Contractor at all times fully comply with all applicable standards of professional conduct. The Director shall also be responsible to assure that the conduct of all members be such that all necessary confidentiality with regard to matters of physician professional competence, sensitive Hospital operations, and patient medical information be maintained.

D. Medical management of the Service, which shall include, with prior Hospital input and approval, provision of all anesthesia services reasonable for high quality and efficient patient care and operation of the Hospital following consultation with its Executive Committee of the Medical Staff. Hospital and Contractor shall work together to determine the specific services to be provided by Contractor. However, the final determination of such specific services shall be in the reasonable discretion of Hospital in conformance with all applicable Federal, state and local government statutes, rules, regulations, and laws, and all applicable requirements or standards of nationally recognized hospital and health care organization accreditation bodies.

E. Participation in medical staff activities, consultation services, and education activities as determined and prescribed by Hospital and as recommended by the Executive Committee of its Medical Staff. At a minimum, Contractor physicians shall attend meetings of the Surgery Department, Obstetrics and Gynecological Department, Executive Medical Committee and other committees as appropriate under the bylaws of the Medical Staff.

F. The completion of such reports and records as maybe required by regulatory bodies, whether public or private. The completion of such reports and records as may reasonably be required by the Hospital or Medical Staff, including but not limited to cooperating with the Hospital in establishing a basis for determining anesthesia department productivity.

G. Advice and assistance in the organization and implementation of an effective utilization review program with respect to Service and related services. Performance of utilization review services with respect to anesthesia services.

H. Assurance of the maintenance of consistently high quality anesthesia services, and advice and assistance to Hospital in the

development and implementation of an appropriate quality assurance program with respect to Service and related services. Participation in the Hospital's quality assurance program. The Medical Director shall be responsible for and shall direct departmental peer review as established by Hospital.

I. Provision of advice to Hospital and its medical staff with respect to the development of Department Rules and Regulations and Hospital operational policy.

J. Assistance in the design and development of patient information forms, medical record forms and consent forms for use within the Service. Evaluation of the response to patient complaints or inquiries, and full, prompt participation in the Hospital's contact procedure.

K. Assurance that appropriate medical record entries are made concerning all services performed in the Service within such time limits as are required by Hospital or Medical Staff policies.

L. Cooperation with the Jefferson County Commission's Hospital's and County's risk management programs as well as with the Commissioner of Health and Human Services of Jefferson County, Alabama in all safety and liability related matters. Notification of untoward events concerning Contractor and Anesthesia Services may add adversely affect performance, liability or credentials.

Section 4. Scheduling

Contractor shall at all times during the term of this Agreement provide professional services in the best interest of Hospital patients with all diligence, fidelity and loyalty to Hospital, and shall provide Hospital with the services of physicians scheduled by Contractor pursuant to Section 3B hereof so as to extend to Hospital adequate anesthesiology coverage, as mutually determined by Hospital and Contractor in writing. Contractor shall assign physicians and other providers in such a way that all of the Hospital's operating rooms and obstetrical delivery areas shall be adequately staffed during their ordinary and regular hours of operation and such that at least one physician shall be available to perform anesthesia services twenty four (24) hours a day, seven days a week, including holidays. The Contractor's scheduled physicians shall be present at Hospital during such hours as determined by Hospital and Contractor to be necessary or convenient for the proper functioning of the Service and for consultation with staff physicians. It is understood that if the workload of the Service necessitates an addition of one or more additional physicians, Contractor agrees to schedule said physicians. It is further understood and agreed that in the event of a temporary staffing shortage due to extended illness or other emergency temporary physicians may be scheduled by Contractor at Contractor's sole expense, said temporary physicians to be subject to the provisions of the Hospital Medical Staff Bylaws.

Section 5. Insurance and Indemnification.

A. Insurance

(1) Contractor shall, at its sole cost and expense, procure and maintain, throughout the term hereof a policy or policies of professional liability insurance from an insurance carrier authorized to sell liability insurance policies of this nature in this state, rated at least B+ rating in Best's Insurance Guide, or its equivalent, and with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, which policy shall cover Contractor and any employees or subcontractors of Contractor who may perform services hereunder. Contractor shall cause to be issued to Hospital, by said insurance carrier, certificates of insurance evidencing that the foregoing covenants of this Agreement have been complied with and stating that said insurance carrier shall provide thirty (30) calendar days prior written notice to Hospital of any cancellation or material modification of the policy or coverage described herein.

B. Indemnification

(1) Contractor shall indemnify and hold Hospital and its employees, agents and servants free and harmless from all liability, judgments, costs, damages, claims or demands, including reasonable attorney's fees, arising out of Contractor's failure to comply with or perform Contractor's contractual and professional obligations under this Agreement or any other act or omission of Contractor, its employees or agents or physicians or CRNA's scheduled by Contractor arising under this Agreement. In the event Hospital shall be made a party to any suit or other legal or administrative proceeding in connection with Contractor's use or operation of the Service other than a suit or proceeding resulting from the commission of a tortuous act by Hospital, its employees, agents or servants, Contractor shall, at Hospital's request, defend Hospital and its employees, agents and servants therefrom.

(2) To the extent allowed by law, Hospital shall indemnify and hold Contractor and its employees, agents and servants free and harmless of and from all liability, judgments, costs, damages, claims or demands, including reasonable attorney's fees, arising out of Hospital's failure to comply with or perform Hospital's obligations under this Agreement or any other act or omission of Hospital, its employees, agents or servants. In the event Contractor shall be made a party to any suit or other legal or administrative proceeding in connection with Hospital's services, other than a suit or proceeding resulting from the commission of a tortuous act by Contractor or its employees, agents or servants, Hospital shall, at Contractor's request, defend Contractor and its employees, agents and servants

therefrom.

Section 6. Medical Staff Membership

The Director and each physician scheduled pursuant to Section 3.B hereof, by virtue of this Agreement and upon recommendation of the Medical Staff of Hospital and appointment by Hospital shall be a member of the Medical Staff of Hospital. Each such physician shall have all of the privileges and be subject to all of the responsibilities and duties of Medical Staff membership and subject to the professional supervision of the Executive Committee of the Medical Staff of Hospital. Contractor acknowledges and agrees that the performance of anesthesiology services and care by said physicians shall at all times be conditioned and contingent upon said physicians' continued maintenance in good standing of their license to practice medicine in the State of Alabama, and continued qualification and membership on the Medical Staff of Hospital. It shall be deemed a material breach of this Agreement by Contractor if Contractor fails to remove immediately from Hospital and said physicians who have, for any reason whatsoever, failed to continually maintain qualifications and membership on the Medical Staff of Hospital or be licensed in good standing to practice medicine in the State of Alabama.

Section 7. Gratuitous Services.

Contractor shall perform without charge all of the following anesthesia services; provided, however, Contractor may collect for services from sources other than Hospital or the person served if such reimbursement is available: (1) Services rendered to Hospital employees for the diagnosis and treatment of injuries suffered while they are on duty at the Hospital which are not covered by Worker's Compensation or any other third party payer; (2) services rendered to persons who are students in any department of Hospital; (3) when reasonably requested by Hospital, services which may be required for persons who participate in research or special studies which are approved in accordance with Hospital's Medical Staff Bylaws and Rules and Regulations; and (4) services which are customarily extended as a matter of courtesy by Hospital.

Section 8. Department Personnel.

A. All personnel retained by Contractor to provide services in Service, including Certified Registered Nurse Anesthetists ("CRNA's"), and including Anesthesiologists employed, subcontracted by, or scheduled by Contractor pursuant to Section 313 hereof shall be considered independent contractors of Contractor and their compensation shall be paid by Contractor. The direction and control of all such persons in regard to professional medical matters shall be solely the responsibility of Contractor. Contractor shall be solely responsible for determining qualifications, hiring, firing, and compensation of all persons in order to determine the needs and best interest of the Service and the proper conduct of its function.

B. The Contractor shall retain as employees or independent contractors a sufficient number, as jointly determined by the Hospital and Contractor in conformance with mutually agreed staffing patterns, of CRNA's and physicians to provide anesthesia services to Hospital's patients.

Section 9. Compliance with Laws.

Contractor and each physician scheduled by Contractor pursuant to Section 3.13 hereof shall at all times strictly comply with all of the terms and provisions of the Alabama Medical Practice Act and other applicable laws, and to the extent not inconsistent therewith, in accordance with the rules and regulations of the Alabama State Department of Public Health, the Hospital Medical Staff Bylaws, standards issued by the Joint Commission of Health Care Organizations, all state and federal laws and regulations, including compliance with HIPAA legislation and this Agreement.

Section 10. Professional Service Standards.

All professional services to be provided by Contractor shall be consistent with the facilities available and the standards of medical practice and professional duties as communicated by the Executive Committee of the Medical Staff of Hospital. Contractor hereby represents and warrants that each physician scheduled by Contractor pursuant to Section 3.13 hereof shall be qualified and experienced in anesthesiology and that said physician will perform all professional services hereunder in a competent, efficient and satisfactory manner. All physicians scheduled by Contractor shall be qualified to practice at Hospital by reason of their training, credentials and standards of practice as applied to all other of Hospital's medical Staff and as determined by Hospital's Administration and Medical Staff. Contractor and Hospital shall each cooperate with one another in order to fill the needs of patients and Medical Staff.

Section 11. Fees and Charges.

Contractor shall maintain a schedule of fees for professional medical services rendered by Contractor in the Anesthesiology Service of Hospital. Said fees shall be in general accordance with customary fees for comparable services in the community.

Section 12. General Billing Procedure.

A. Contractor shall have the right to bill, collect, and retain the allocable professional component charge to Medicare, Medicaid, or other insurance plans or programs, and all said collections shall belong to Contractor. For patients deemed eligible for subsidized services through the Hospital's system of care, no bills shall be sent to those whose financial support classification is A, B, C, or D. Patients whose financial support classification is F, G, H, or I can be billed on the sliding fee schedule adopted by the Hospital.

B. It is agreed by the Hospital that it will provide the Contractor with a legible copy of the necessary records which will include proper patient addresses and other billing information. If such billing information is deficient, the Hospital will cooperate with

Contractor's billing agent to establish the appropriate information on any hospital medical record. The expense of preparation of such copies shall be the obligation of the Hospital.

C. Contractor shall bill patients separately for Contractor's professional medical services which are personally rendered for individual patients by Contractor. Hospital shall bill patients separately for Hospital's component for services rendered.

D. The Contractor shall bill and collect for professional services in compliance with applicable law, customary professional practices and the Medicare and Medicaid Programs, and other third party programs, whether public or private. The Contractor may accept Medicare assignment as that term is understood in the healthcare industry. The Contractor shall, or shall cause its billing company to actively seek reimbursement, compensation and all types of funding that may be available from local, state and federal agencies and all other sources, whether public or private. The Contractor agrees to participate, with Hospital, in a sliding scale co-payment fee program for such patients as are determined to be eligible under Hospital's financial support category system.

E. All revenues from Contractor's professional medical services at Hospital shall be the sole property of Contractor.

Section 13. Compensation.

A. As compensation for administrative and Contractual duties required hereunder Hospital agrees to pay to Contractor annually one million seven hundred eighty eight thousand and no cents (\$1,788,000.00.) to be paid in equal monthly installments of one hundred forty nine thousand dollars and no cents (\$149000.00), payable not later than the fifteenth (15th) day of the month commencing on January 01, 2007, and continuing monthly thereafter for the term of this Agreement ("Compensation"). At no time during the term of this Agreement, or subsequent to its termination, either with or without cause, shall Contractor, or any member thereof, be obligated to repay any portion of Compensation as long as services have been provided.

B. At least every six (6) months during the term of this Agreement, Hospital may review the performance of Contractor as it relates to the administrative and other services to be performed pursuant to this Agreement and the amount of the Compensation payments at that time, given the then current level of Service operation. Such review may include but not be limited to, those factors bearing on the then current and anticipated staffing levels, development and operational costs of the Service, any material factors affecting Contractor's accounts receivable, collections, level of uncompensated care and Contractor's expenses. Within fifteen (15) days after the conclusion of any such review, Hospital and Contractor shall mutually agree on the amount of Compensation payments pursuant to this Agreement to be made until the next administrative performance review. If the parties fail to agree on a revision of the Compensation amount within the time required, the Compensation amount shall continue at the then current level until the first to occur of: the next administrative performance review, or the agreement of the parties on any new Compensation amount.

Section 14. Independent Contractor.

Contractor, all of Contractor's employees and each physician scheduled by Contractor, in practicing the profession of medicine and specializing in anesthesiology, and each CRNA, scheduled by Contractor to provide services at Hospital, shall be an independent contractor to Hospital. Except as provided in this Agreement, Contractor is to have full supervision of the Service and any physicians and CRNA's scheduled by Contractor. Hospital shall neither have nor exercise any control or direction over the methods by which Contractor, its employees, physicians or CRNA's scheduled pursuant to the terms hereof, shall perform their work or work functions. Hospital shall not in any manner be answerable or accountable for any violations or city, county, or state ordinances or law or for any injury, loss or damage, incurred or arising from acts or failures to act of Contractor, its employees or agents or any physicians or CRNA's scheduled by Contractor. Contractor hereby covenants and agrees to protect, indemnify, defend and hold harmless Hospital, its legal representatives, employees, agents, successors and assigns, and each of them, from and against any and all loss and damage or expense so incurred, together with reasonable attorney fees. Contractor shall, at its sole cost and expense, carry all worker's compensation insurance required under Alabama law for Contractor, its employees and all physicians or CRNA's scheduled by Contractor. Contractor shall provide Hospital, at Hospital's request, with certificates or other evidence satisfactory to Hospital that Contractor has complied with such requirements. Contractor hereby acknowledges and agrees that neither Contractor, nor its employees, nor any physician or CRNA scheduled by Contractor, shall have any claim under this Agreement or otherwise against Hospital for salary, vacation pay, sick leave, retirement, benefits, social security, worker's compensation, disability, employees insurance benefits or any other employee benefits of any kind or nature. Contractor shall provide written notice, in a form satisfactory to Hospital, to all of Contractor's employees and to all physicians and CRNA's scheduled by Contractor to provide services within Hospital that such persons are independent contractors of Contractor and that no employment relationship exists between such persons and Hospital.

Section 15. Exclusivity.

A. Hospital represents and warrants that Contractor shall have the exclusive right to provide all anesthesia services at Hospital, and that it has no agreement with any physician or Contractor of physicians, other than Contractor, for the provision of Anesthesia services at Hospital and that it will not enter into any such agreement so long as this Agreement remains in full force and effect. After the effective date of this Agreement, no physician holding Medical Staff Privileges at Hospital shall be permitted to provide anesthesia for any patient, in any operating room, or delivery suite, at Hospital unless (s)he has:

- (1) Agreed to the terms contained herein that relate to subcontracting physicians and
- (2) Signed a Physician Services (subcontractor) Agreement with Contractor.

Section 16. Term.

This Agreement shall commence as of January 01, 2007, and shall continue for a period of three (3) years unless the Agreement is earlier terminated with or without causes as hereinafter provided.

Section 17. Termination.

A. Without Cause.

Notwithstanding Section 16 above, either party hereto shall have the right to terminate this Agreement without cause at any time by giving written notice of termination to the other party. Termination shall be effective automatically upon the expiration of one hundred eighty (180) calendar days after the giving of such notice of termination.

B. With Cause

(1) Either party hereto shall have the right to terminate this Agreement in the event of a material breach or default hereunder by the other party which breach has not been cured within 30 days of written notice from the other party of such material breach.

(2) Hospital may, at any time, immediately terminate this Agreement upon Contractor's failure to at all times provide the services of a Director and one or more Associate Medical Director(s) in accordance with the terms and provisions of Section 3 hereinabove.

(3) Hospital may, at any time, immediately terminate this Agreement upon a conclusive finding by a court of competent jurisdiction holding the exclusive rights of Contractor under this Agreement to be illegal or unenforceable.

In the event that the County Commission ceases operations of Hospital or substantially reduces Hospital operations, Hospital may, at its option, terminate this Agreement at any time thereafter upon giving Contractor (90) days written notice of termination hereof.

C. New Law.

In the event there are changes effective in the Alabama Medical Assistance Program (Medicaid), Title XVIII of the Federal Social Security Act (Medicare), or in the interpretation or application thereof or substantial changes under public or private health and/or hospital care insurance programs or policies which may have an adverse effect on the operations of Hospital, Hospital may elect to terminate this Agreement upon thirty (30) calendar days written notice.

Hospital shall indicate the basis upon which it is determined that such an adverse effect would occur on its operation will result. In any case where such notice is provided, both parties shall negotiate in good faith thirty (30) calendar days in an effort to develop a revised Agreement, which, to the extent reasonable practicable under the circumstances, will adequately protect the interest of both parties in light of the governmental program or private insurance policy changes which constitute the basis for the termination.

Section 18. Effect of Termination or Expiration.

A. After the giving of any notice of termination pursuant to Section 17 and prior to the effective date if such termination, Contractor shall be entitled to continue to bill for services up to the effective date of such termination. After the effective date of expiration or any termination, by either party with or without cause, Contractor shall not be entitled to bill for any professional services.

B. In the event of termination under this section, the Director, and any physicians and CRNA's to whom the Contractor may have delegated responsibility shall vacate the premises used for the providing of services pursuant to this Agreement on the effective date of the termination, removing at such time any and all of their personal property.

Section 18 Effect on Medical Staff Membership

(1) The medical staff membership and Contractual privileges to practice anesthesiology on the Medical Staff of Hospital held by any physician employed by, subcontracted to, or scheduled by Contractor pursuant to Section 3.13 hereof shall automatically and immediately terminate upon the occurrence of any of the following events:

(i) The termination of this Agreement by either party pursuant to Section 17 above;

(ii) The expiration of the term of this Agreement if the parties fail to enter into any written further extension or renewal hereof;

(iii) The termination of said physician's employment or contract with the Contractor which shall be immediately communicated to the Hospital in writing;

(iv) The decision of Contractor, which shall be immediately communicated to Hospital in writing, to delete a physician from Contractor's list of physicians scheduled pursuant to Section 3.13 hereof.

(2) Contractor shall provide in any agreement, oral or written, that it has with any physician to provide services under this Agreement that such person's medical staff membership and Contractual privileges shall immediately terminate upon the termination or expiration of this Agreement, or upon the termination or expiration of the agreement or arrangement between

Contractor and such physician. Failure of Contractor to include such provision in such agreements shall not, however, affect the Hospital's right to deem that the medical staff membership and Contractual privileges of such persons have been terminated upon the termination for any cause or expiration of this Agreement or of the agreement between Contractor and such physician.

Section 19. Assignment.

Contractor shall have no right to assign, delegate or in any manner transfer all or any portion or its interest, obligation or duty under this Agreement without first obtaining the written consent of Hospital.

Section 20. Equitable Relief.

The parties hereto covenant and agree that insofar as the provisions hereof are of such a nature that no adequate remedy exists at law for the violation of this Agreement, any and all of the provisions hereof may be enforced by an appropriate equitable for injunctive relief.

Section 21. Amendments.

All written agreements, contracts, understandings, or arrangements which may have been heretofore made or entered into between the parties hereto in regard to said Anesthesiology Service are hereby terminated and superseded by this Agreement. This document contains the entire Agreement between the parties hereto. Except as set forth herein, no representations, promises, warranties or guarantees, oral or written, expressed or implied in fact to law, have been made by either party concerning the transaction herein. No modification or alteration of this Agreement shall be valid and/or binding unless endorsed hereon and executed by all parties hereto.

Section 22. Notices.

All notices required to be given hereunder shall be in writing and sufficient if personally delivered or sent by Certified or registered mail, return receipt requested, postage prepaid, addressed to the last known address of the party to whom such notice is to be given.

Hospital: Cooper Green Mercy Hospital
1515 6th Avenue South
Birmingham, Alabama 35233

Contractor: Decatur Anesthesiology Associates, LLC
PO Box 55962
Birmingham, AL 35255
ATTN: Mark Murphy, MD, President
Kevin Kennedy, MD, Vice President
Ernest R. Greene, MD, Treasurer

Notice shall be deemed given on the date of personal delivery or if by mail, upon deposit in the United States mail in accordance with this paragraph.

Section 23. Reimbursement.

A. Contractor agrees, in connection with the subject matter of this Agreement, to cooperate fully with Hospital by, among other things, maintaining and making available all necessary records, in order to assure that Hospital will be able to meet all requirements for participation and payment associated with public or private third party payment programs including, but not limited to, matters covered by Section 18614 (v) (1) (1) of the Social Security Act.

B. For the purpose of implementing Section 1861 (v) (1) (1) of the Social Security Act, as amended, and any regulations promulgated pursuant thereto, Contractor agrees to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement.

(i) "Until the expiration of four years after the furnishing of such services pursuant to such contract, (Contractor) shall make available, upon written request to the Secretary or upon request to the Comptroller General, or any of their duly authorized representatives, the contract, and books, documents and records of such costs, and"

(ii) "If (Contractor) carries out any of the duties of the contract through a subcontract with a value of cost of \$10,000.00 or more over a twelvemonth period, with a related organization, such as subcontract shall contain a clause to the effect that until the expiration of four years after the furnishings of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs."

C. If Contractor is requested to disclose books, documents, or record pursuant to this provision for purpose of an audit, Contractor shall notify Hospital of the nature and scope of such request and Contractor shall make available, upon written request of Hospital, all such books, documents, or records, during business hours of Contractor.

D. Contractor shall indemnify and hold Hospital harmless in the event that any amount or reimbursement is denied or disallowed because of failure of Contractor or any subcontractor of Contractor to comply with its obligations to maintain and make available books, documents, or records. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties, legal costs, and an attorney fee.

Section 24. Governing Law.

The validity, interpretation, and performance of this Agreement shall be governed by construed in accordance with the laws of the

State of Alabama. Furthermore, the parties agree that a court of competent jurisdiction shall have the power to interpret this Agreement in a manner consistent with the intent of the parties as reflected herein and to the maximum extent allowed under the applicable law.

Section 25. Severability.

The provisions of this Agreement shall be deemed severable and if any portion shall be held illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

Section 26. Captions.

Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

Section 27. Counterparts.

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

Section 28. Assistance and Litigation.

Contractor shall make itself, and any physicians that provide service under this Agreement, available to Hospital to testify as expert witnesses, or otherwise, in the event of litigation being brought against Hospital, its directors, officers or employees based upon a claim of negligence, malpractice or any other cause of action, except where Contractor is a named adverse party.

Section 29. Waiver of Provisions.

Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.

Section 30. Force Majeure.

Neither party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from Acts of God, civil or military authority acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes, or other work interruptions by Hospital's employees or any similar or dissimilar cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

Section 31. Gender and Number.

Whenever the context hereof requires, the gender of all words shall include the masculine, feminine, and neuter, and number of all words shall include the singular and plural.

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

HOSPITAL:

JEFFERSON COUNTY COMMISSION, ALABAMA

d/b/a Cooper Green Mercy Hospital

Bettye Fine Collins, President

Jefferson County Commission

CONTRACTOR:

DECATUR ANESTHESIOLOGY ASSOCIATES, LLC

Mark Murphy, MD, President

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

Feb-13-2007-210

Whereas, Willie Howard Mays, Jr., born May 6th 1931 in Westfield, Alabama is a former star baseball player and an American icon; and

Whereas, Willie Mays, Jr. began his professional baseball career in 1947 with the Chattanooga Choo-Choo in Tennessee before moving back to Birmingham where he helped the famed Birmingham Black Barons capture their third Negro League pennant in 1948; and

Whereas, in 1950, Willie Mays signed with the New York Giants where he would win Rookie of the Year, National League Most Valuable Player in 1954 and 1965, the Hickcok Belt as top professional athlete in 1954, and twelve consecutive Golden Glove Awards

beginning in 1957; and

Whereas, Willie Mays, Jr. also played for the San Francisco Giants from 1958 until 1972 and the New York Mets from 1972 until 1973 when he retired after playing in some 2,992 games and hit 660 home runs; and

Whereas, Willie Mays, Jr. played in the 1951 World Series, 1954 World Series, 1962 World Series, and 1973 World Series; and

Whereas, Willie Mays, Jr. coached for the New York Mets until 1979; and

Whereas, Willie Mays, Jr. was elected into the Baseball Hall of Fame in 1979, his first year of eligibility, and in 1999 was ranked number 2 on The Sporting News list of the 100 Greatest Baseball Players, making him the highest-ranking living player. Later that year, he was also elected to the Major League Baseball All-Century Team; and

Whereas, Willie Mays, Jr. faithfully served his country during the Korean War as a member of the United States Army, and

Whereas, Willie Mays, Jr. shares the concerns of seniors everywhere who face healthcare challenges and knows the importance of staying active throughout all stages in life.

Now, therefore, be it resolved, that the Jefferson County Commission hereby expresses its warmest welcome and appreciation to Willie Howard Mays, Jr. on his visit to Jefferson County and Birmingham, Alabama.

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 the 13th day of February, 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 Collins seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Collins, Smoot, Carns, Humphries and Langford.

The check issued during the week beginning February 5, 2007, and ending February 9, 2007, are as follows:

BEGINNING CHECK NUMBER 386535

ENDING CHECK NUMBER 387000

Thereupon the Commission Meeting was adjourned to meet Tuesday, February 20, 2007, at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk