

STATE OF ALABAMA)

JEFFERSON COUNTY) April 10, 2007

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

District 1 Larry Langford

District 2 Shelia Smoot

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Carns seconded by Commissioner Humphryes that the Minutes of April 3, 2007, be approved. Voting "Aye" Carns, Humphryes, Collins, Langford and Smoot.

Bids were received and publicly opened and read from the following contractors on the Clay Senior Center Addition Project: B & B Quality Construction, Battle-Miller Building, Builder-Contractor, Inc. Rainbow Building Company and Wilco Construction

Bids were referred to Community Development for tabulation, report and recommendation.

Bids were received and publicly opened and read from the following contractors on the Kimberly Senior Center Project: Battle-Miller Construction Corp. and Rainbow Building Co., Inc.

Bids were referred to Community Development for tabulation, report and recommendation.

A Public Hearing was held to receive comments on the liquor application submitted by Tammy Short, d/b/a Time Out Sports Bar & Grill. There being no comments, the Commission took the following action:

Apr-10-2007-456

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Tammy Short, d/b/a Time Out Sports Bar & Grill located at 10110 Camp Oliver Road, Adger, AL 35006, for an on-premise Lounge Retail Liquor license, 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/3 Participants

Barry Jackson	Mableton, Georgia	\$482.25
Cecilia Parrish	CPS Seminar	\$482.25
Romissa Walton	April 17-19, 2007	\$482.25

Roads & Transportation/3 Participants

Cecil Calvert	Point Clear, Alabama	\$2,332.40
William J. Corley	American Public Works Assn.	\$2,343.08
Charles Tyler	May 18 - June 1, 2007	\$1,226.00

Sheriff's Dept./3 Participants

Charles R. Eddings	Nashville, Tennessee	\$1,145.79
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Glenn Anderson Susan Brumbeloe		American Jail Assn. Annual Conference May 20-22, 2007	\$1,088.50
Sheriff's Dept./3 Participants			
Angelia E. Jones		Huntsville, Alabama	\$468.64
Jeffrey W. Bailey		Interview & Interrogation Techniques for Criminal Investigation	\$468.64
Shane Bates		April 9-12, 2007	\$468.64
Sheriff's Dept./12 Participants			
Kenneth James		Orange Beach, Alabama	\$303.50
Jason Orr		8 th Annual Safe Schools Training Conference	\$991.00
Brian Allison		June 3-8, 2007	\$991.00
Samuel Watson			\$991.00
Randall Finley			\$991.00
Michael T. Green			\$991.00
Terry Guin			\$991.00
James D. Reed			\$303.50
Ralph Bryant			\$303.50
Alan Dale Herald			\$303.50
Lloyd Watkins			\$303.50
Individual Staff Development			
Jim Carns	Commission	Montgomery, Alabama Alabama Local Government Training Institute July 26-27, 2007	\$377.45
Rickey Childers	General Services	Pensacola Beach, Florida Alabama Society for Health Care Engineering May 1-4, 2007	\$748.70
Michael Lee	General Services	San Diego, California MTUG Executive Committee Meeting April 14-18, 2007	\$184.00
Michael A. Thomas	Inspection Svs	Chicago, Illinois 2007 International Code Plan Review Institute May 13-18, 2007	\$1,823.05
Keith Gullede	Information Tech	Atlanta, Georgia Cisco - CWENT May 13-18, 2007	\$1,047.86
David Shockey	Information Tech	SAP Newtown Square, Pennsylvania SAP NetWeaver Portal System Administration April 22-27, 2007	\$4,741.60
James H. Miller	Roads & Trans	Mobile, Alabama IRWA Course 603-Understanding Environmental Contamination in Real Estate April 25-27, 2007	\$692.62
Kenny Burton	Roads & Trans	Orange Beach, Alabama Assn. of County Engineers of Alabama 2007 Annual Conference April 30 - May 3, 2007	\$112.35
William Voigt	OSCS	Huntsville, Alabama SE4A Board Meeting April 12-14, 2007	\$243.50

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

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

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

- EMERGENCY MANAGEMENT AGENCY OF JEFFERSON COUNTY FROM ARAMSCO, INC., WINTER HAVEN, FL, FOR THERMAL IMAGING CAMERAS REFERENCE TAG# 796589 \$29,954.25 TOTAL REFERENCE BID#

157-07

2. CGH - DATA PROCESSING FROM MEDICAL INFORMATION TECHNOLOGY, CHICAGO, IL, FOR MEDITECH SOFTWARE SUPPORT AFTER HOUR GOING LIVE FOR MPM (MEDICAL PRACTITIONER MANAGEMENT) PROJECT.

REFERENCE TAG# 807503, 807508 \$8,000.00 TOTAL STATE OF ALABAMA CONTRACT# 138-07

3. COUNTY DEPARTMENTS FROM PITNEY BOWES, BIRMINGHAM, AL, FOR DIGITAL MAILING SYSTEMS & MAINTENANCE PITNEY BOWES DM 1000. \$10,494.75 MAILING MACHINE/ \$2,172.00 - ANNUAL MAINT.

REFERENCE BID# 168-06

4. ENVIRONMENTAL SERVICES - CAHABA WASTE WATER TREATMENT PLANT FROM INDUSCO, INC., BIRMINGHAM, AL, FOR ALUM TANKS (2) AND FRP LADDERS (2). REFERENCE TAG# 800899 \$19,448.00

TOTAL

REFERENCE BID# 174-07

5. ENVIRONMENTAL SERVICES BARTON LABORATORY FROM VWR INTERNATIONAL, BIRMINGHAM, AL, FOR TWO LABORATORY DISHWASHERS. REFERENCE TAG# 796155 & 796162 \$11,793.44 TOTAL

REFERENCE BID# 166-07

6. RECOMMEND FOR FLEET MANAGEMENT V'BILT FROM FLEET SAFETY EQUIPMENT, MEMPHIS, TN, FOR 10 MARKED DODGE CHARGERS; ACCESSORIES FOR PUBLIC SAFETY VEHICLES TO INCLUDE THE FOLLOWING SENTINA 10-S CAGE WITH SLIDING WINDOW AND FULL

ITEM 1 LOVER EX-TENSION PANEL FOR 07 DODGE CHARGER THE BODY GUARD, TOTAL FOR THIS ITEM IS \$3,080.00

ITEM 2 PRO-GARD G500OUT SHOTGUN RACK WITH TIMER AND PRO-GARD 64904 LOCK WITH HANDCUFF KEY OVER RIDE FOR 20" SHOT GUNS, MUST MOUNT TO TOP/FRONT OF SETINA 10S CAGES, TOTAL FOR THIS ITEM IS \$1950.00

ITEM 3 HAVIS SHIELD CONSOLE CONSISTING OF THE FOLLOWING OPTIONS: C-1800 W/ARM REST, 2 MIC CLIP BRACKETS, TRIPLE DC OUTLET, ACCESSORY POCKET, CUP HOLDER, AND SP3 SWITCH PANEL, TOTAL FOR THIS ITEM IS \$5,380.00

ITEM 4 WHELEN MBPM105BB MIRROR BEAM LINEAR 8 SUPER-LED, TOTAL FOR THIS ITEM IS \$2,630.00

ITEM 5 WHELEN SA314P SIREN SPEAKER W/SABKT17 BRACKET, TOTAL FOR THIS ITEM IS \$1,520.00

ITEM 6: WHELEN SSFPOS16 HEADLIGHT FLASHER, TOTAL FOR THIS ITEM IS \$760.00

ITEM 7 WHELEN 295SL100 100 WATT SIREN CONTROLLER, TOTAL FOR THIS ITEM IS \$1,700.00

ITEM 9B WHELEN FS-LIBERTY,8 BLUE LED BAR W/ALLEY (MKEZ70) & TAKEDOWN TOTAL FOR THIS ITEM IS \$11,250.00

ITEM 11 WHELEN TALON SUPER-LED BLUE (DECK LIGHTS), TOTAL FOR THIS ITEM IS \$9,240.00

REFERENCE TAG# 800806 \$37,510.00 TOTAL REFERENCE BID# 230-05 REFERENCE PO# 268508

7. FLEET MANAGEMENT - V'BILT FROM FLEET SAFETY EQUIPMENT, MEMPHIS, TN, FOR ACC PUB SAFETY CV 2007 ACCESSORIES FOR PUBLIC SAFETY VEHICLES TO INCLUDE THE FOLLOWING:

ITEM 1 SENTINA 10S CAGE WITH SLIDING WINDOW AND FULL LOVER EXTENSION PANEL FOR 2007 CROWN VICS THE BODY GUARD, TOTAL FOR THIS ITEM IS \$3,960.00

ITEM 3 HAVIS SHIELD CONSOLE CONSISTING OF THE FOLLOWING OPTIONS: C1800 W/ARM REST, 2 MIC CLIP BRACKETS, TRIPLE DC OUTLET, ACCESSORY POCKET, CUP HOLDER, AND SP3 SWITCH PANEL, THE TOTAL FOR THIS ITEM IS \$4,842.00

ITEM 4 WHELEN MBPC98BB MIRROR BEAM LINEAR 8 SUPERLED, TOTAL FOR THIS ITEM IS \$2,367.00

ITEM 5 WHELEN SA314P SIREN SPEAKER W/SABKTI7 BRACKET, TOTAL FOR THIS ITEM IS 1 368.00

ITEM 6 WHELEN SSFPOSC6 HEADLIGHT FLASHER, TOTAL FOR THIS ITEM IS \$684.00

ITEM 7 WHELEN 295SL100 100 WATT SIREN CONTROLLER, TOTAL FOR THIS ITEM IS \$1,530.00

ITEM 9B WHELEN FSLIBERTY,8 BLUE LED BAR W/ALLEY (MKEZ70) & TAKEDOWN TOTAL FOR THIS ITEM

IS

\$10,125.00

ITEM 11 WHELEN TALON SUPERLED BLUE (DECK LIGHTS), TOTAL FOR THIS ITEM IS \$8,316.00

ITEM12 PRO-GARD G500OUT SHOTGUN RACK WITH TIMER AND PRO-GARD 64904 LOCK WITH HANDCUFF

KEY

OVER RIDE FOR 20" SHOT GUNS, MUST MOUNT TO TOP/FRONT OF SETINA 10S CAGES, TOTAL FOR THIS ITEM IS \$1,755.00

REFERENCE TAG# 800844 \$34,947.00 TOTAL REFERENCE BID# 230-05 REFERENCE PO#

8. FLEET MANAGEMENT - V'BILT FROM FLEET SAFETY EQUIPMENT, MEMPHIS, TN, FOR 6 UNMARKED IMPALAS, 2 UNMARKED EXPEDITIONS, 1 FORD F150 ACCESSORIES FOR PUBLIC SAFETY VEHICLES TO INCLUDE THE FOLLOWING:

ITEM 5 WHELEN SA314P SIREN SPEAKER W/SABKT17 BRACKET, TOTAL FOR THIS ITEM IS \$1,368.00
 ITEM 6 WHELEN UHF2150A HEADLIGHT FLASHER (SSFPOS16) TOTAL FOR THIS ITEM \$684.00
 ITEM 7 WHELEN295SL100 100 WATT SIREN CONTROLLER, (ALPHA12R) TOTAL FOR THIS ITEM IS \$1,530.00
 ITEM 8 WHELEN TIR3 BLUE #RSB03ZCR (NO BRACKET AVAILABLE FOR TAG MOUNTING). TOTAL FOR THIS ITEM IS \$3,888.00
 ITEM 11 WHELEN TALON LED SINGLE BLUE (DECK LIGHTS) TOTAL FOR THIS ITEM IS \$6,776.00
 ITEM 12 HAVIS C-TIR3-CV CROWN VIC TRUNK MOUNTING BRACKET, TAB MOUNT TOTAL FOR THIS ITEM IS \$102.00
 ITEM 12 E911 LS 12B LED LIGHT BLUE TOTAL FOR THIS ITEM IS \$2,763.00
 REFERENCE TAG# 800809 \$17,111.00 TOTAL REFERENCE BID# 230-05 REFERENCE PO# 268512

9. FLEET MANAGEMENT - V'BILT FROM FLEET SAFETY EQUIPMENT, MEMPHIS, TN, FOR ACC PUB SAFETY CV 2007 ACCESSORIES FOR PUBLIC SAFETY VEHICLES TO INCLUDE THE FOLLOWING:

ITEM 1 TRANSFER KIT FOR 2007 CROWN VIC. TOTAL FOR THIS ITEM IS \$1,960.00
 ITEM 3 HAVIS SHIELD CONSOLE CONSISTING OF THE FOLLOWING OPTIONS: C-1800 W/ARM REST, 2 MIC CLIP BRACKETS, TRIPLE DC OUTLET, ACCESSORY POCKET, CUP HOLDER, AND SP3 SWITCH PANEL, TOTAL FOR THIS ITEM IS \$10,760.00
 ITEM 4 WHELEN MBPC98BB MIRROR BEAM LINEAR 8 SUPER-LED, TOTAL FOR THIS ITEM IS \$5,260.00
 ITEM 5 WHELEN SA314P SIREN SPEAKER W/SABKT17 BRACKET, TOTAL FOR THIS ITEM IS \$3,040.00
 ITEM 6 WHELEN SSFPOS16 HEADLIGHT FLASHER, TOTAL FOR THIS ITEM IS \$1,520.00
 ITEM 7 WHELEN 295SL100 100 WATT SIREN CONTROLLER, TOTAL FOR THIS ITEM IS \$3,400.00
 ITEM 9B WHELEN FS-LIBERTY,8 BLUE LED BAR W/ALLEY (MKEZ70) & TAKEDOWN TOTAL FOR THIS ITEM IS \$22,500.00
 ITEM 11 WHELEN TALON SUPER-LED BLUE (DECK LIGHTS), TOTAL FOR THIS ITEM IS \$18,480.00
 REFERENCE TAG# 800810 \$66,920.00 TOTAL REFERENCE BID# 230-05 REFERENCE PO# 268518

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

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

JEFFERSON COUNTY COMMISSION
 Finance Department
 Unusual Demands
 April 10, 2007

Vendor Number	Vendor	Description	Department	Amount
JOINT RESPONSIBILITY				
01	0010156	ALABAMA MESSENGER	TAX ASSESSOR BESSEMER	15.00
02	0011196	JEFFERSON CO TREASURER	SHERIFF: BHAM ENFORCEMENT	344.74
03	0011196	JEFFERSON CO TREASURER	TAX COLLECTOR BIRMINGHAM	268.65
04	0011196	JEFFERSON CO TREASURER	TAX ASSESSOR BIRMINGHAM	110.89
05	0011196	JEFFERSON CO TREASURER	SHERIFF: BHAM ENFORCEMENT	11.95
06	0011196	JEFFERSON CO TREASURER	BD OF EQUALIZATION	320.53
07	0011196	JEFFERSON CO TREASURER	PROBATE COURT	18.00
08	0011196	JEFFERSON CO TREASURER	TAX COLLECTOR BIRMINGHAM	96.50
09	0011196	JEFFERSON CO TREASURER	TAX ASSESSOR BIRMINGHAM	33.62
10	0011882	INTL ASSOC OF ASSESSING	TAX ASSESSOR BESSEMER	116.67
11	0014238	INTL ASN FOR IDENTIFICATION	SHERIFF: BHAM ENFORCEMENT	60.00
12	0036436	CARLA THOMAS	BD OF EQUALIZATION	1020.00
13	0038116	NATL CRIMINAL ENFORCEMENT	SHERIFF: SHAM ENFORCEMENT	70.00
ROADS & TRANSPORTATION				
14	0011196	JEFFERSON CO TREASURER	EMERGENCY MANAGEMENT	1510.48
15	0011196	JEFFERSON CO TREASURER	R&T: HIGHWAY MAINT KETONA	299.03
16	0011196	JEFFERSON CO TREASURER	FLEET MGMT: ADMINISTRATION	335.35
17	0011196	JEFFERSON CO TREASURER	FLEET MGMT: ADMINISTRATION	465.97
18	0012562	INTL SOCIETY OF PROFESSIONAL	R&T: HIGHWAY ENG & CONST	220.00
19	0020400	JUDGE OF PROBATE	RIGHT OF WAY	61.50
20	0033753	FIRE CHIEF'S ASSOCIATION	EMERGENCY MANAGEMENT	30.00
21	0033753	FIRE CHIEF'S ASSOCIATION	EMERGENCY MANAGEMENT	30.00
22	0033753	FIRE CHIEF'S ASSOCIATION	EMERGENCY MANAGEMENT	30.00

23	0033753	FIRE CHIEF'S ASSOCIATION	MEMBERSHIP BOB AMMONS	EMERGENCY MANAGEMENT	30.00
24	0033753	FIRE CHIEF'S ASSOCIATION	MEMBERSHIP HORACE WALKER	EMERGENCY MANAGEMENT	30.00
25	0038527	RICKY'S PLUMBING	REFUND PLBG PERMIT	INSPECTION SERVICES	116.00
26	0038527	RICKYS PLUMBING	REFUND PLBG PERMIT	INSPECTION SERVICES	116.00
ENVIRONMENTAL SERVICES					
27	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	ES: CAHABA RIVER WWTP	180.23
28	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	ES: SANITATION ADMINISTRATION	950.28
29	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	ES: PACKAGE WWTP	101.27
30	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	ADMINISTRATION LINE	678.09
31	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	ES: VALLEY CREEK WWTP	81.34
32	0013680	U S POSTAL SERVICE	BULK RATE MAIL RENEWAL	BD OF REGISTRARS	160.00
HEALTH AND HUMAN SERVICES					
33	0010134	ALA NURSING HOME ASSOCIATION	REGISTRATION KNIGHT LOCKETT	JEFFERSON REHAB	200.00
34	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	CORONER/MEDICAL EXAMINERS	1194.53
35	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	CORONER/MEDICAL EXAMINERS	238.37
36	0014187	BLUE CROSS & BLUE SHIELD	XAA819793007L EASLEY	JEFFERSON REHAB	116.00
37	0017345	JOINT COMMISSION	JCAHO ANNUAL FEE	CGH: ADMINISTRATION	5185.00
38	0023370	LETHA L DANIEL	MABLE DOWDLE	JEFFERSON REHAB	30.00
39	0023373	GLORIA TINGLE	CARRIE KIRKSEY	JEFFERSON REHAB	30.00
40	0023386	JRHCPETTY CASH	PATIENT DISTRICT FUND	JEFFERSON REHAB	140.00
41	0026506	BRENDA WILSON	RUBY HOWARD	JEFFERSON REHAB	30.00
42	0034381	ANGELA FRAZIER	ANNIE JONES	JEFFERSON REHAB	30.00
43	0034449	ALBERTA TANKS	LIABILITY INSURANCE	CGH: ADMINISTRATION	98.00
44	0034744	EARLINE MATTHEWS	MARY JONES	JEFFERSON REHAB	30.00
45	0034862	TOMMY DUNN	VALESTA DUNN	JEFFERSON REHAB	159.00
46	0034863	ROY MARTIN	EMBRY HART	JEFFERSON REHAB	173.00
47	0035013	DOUG TURNER	BETTY TURNER	JEFFERSON REHAB	30.00
48	0035547	CHARLES DENSMORE	DELLA DENSMORE	JEFFERSON REHAB	30.00
49	0036126	LATONYA PARKER	RUTHIE GORDON	JEFFERSON REHAB	30.00
50	0036200	WILLIAM PARKER	VICTORIA PARKER	JEFFERSON REHAB	30.00
51	0036617	MONICA STRICKLAND	MARY ALLEN	JEFFERSON REHAB	116.00
52	0036617	MONICA STRICKLAND	MARY ALLEN	JEFFERSON REHAB	90.00
53	0037376	DIANNE GOODWIN	GLADYS OLDHAM	JEFFERSON REHAB	30.00
54	0037493	BARBARA ENNIS	LIMMIE MUMPHORD	JEFFERSON REHAB	30.00
55	0037494	BARBARA CARTER	GERALDINE SANDLIN	JEFFERSON REHAB	14.00
56	0037668	OSCAR LESLIE	ANNE SNELL	JEFFERSON REHAB	30.00
57	0037945	SHELLY WATKINS	EARNESTINE BURNS	JEFFERSON REHAB	30.00
58	0038026	TAMMY DAVIS	TOM WATSON	JEFFERSON REHAB	30.00
59	0038232	VALEN PAGE	MARY PAGE	JEFFERSON REHAB	30.00
FINANCE AND GENERAL SERVICES					
60	0010534	REGIONAL PLANNING	SALARIES, SUPPLIES, UTILITIES	FINANCE ADMINISTRATION	5208.59
61	0010534	REGIONAL PLANNING	SALARIES, SUPPLIES, UTILITIES 6627.41	FINANCE ADMINISTRATION	
62	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	REVENUE	582.88
63	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	GEN SVCS: CRAFTS	350.28
64	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	FINANCE SEWER SERVICES	76.83
65	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	GEN SVCS: ADMINISTRATION	465.18
66	0024171 5854.80	GRESHAM SMITH & PARTNERS	SALARIES, SUPPLIES, UTILITIES	FINANCE ADMINISTRATION	
67	0024171 5854.79	GRESHAM SMITH & PARTNERS	SALARIES, SUPPLIES, UTILITIES	FINANCE ADMINISTRATION	
68	0027311	BUILDING & EARTH SCIENCES	REIMBURSEMENT EXPENSES	GEN SVCS: ADMINISTRATION	33.60
69	0027319	BUILDING & EARTH SCIENCES	GEO-TECHNICAL SERVICES	GEN SVCS: ADMINISTRATION	225.00
70	0032744	TRO/RITCHIE ORGANIZATION	CGH RENOVATION REIMBURSABLE	GEN SVCS: ADMINISTRATION	465.72
71	0037767	VPSI INC	SALARIES, SUPPLIES, UTILITIES	FINANCE ADMINISTRATION	25948.51
72	0037767	VPSI INC	SALARIES, SUPPLIES, UTILITIES 23362.47	FINANCE ADMINISTRATION	
73	0038270	URS CORPORATION	SALARIES, SUPPLIES, UTILITIES	FINANCE ADMINISTRATION	39204.33
74	0038270	URS CORPORATION	SALARIES, SUPPLIES, UTILITIES 32074.24	FINANCE ADMINISTRATION	
INFORMATION TECHNOLOGY					
75	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	INFORMATION TECHNOLOGY	271.46
76	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	INFORMATION TECHNOLOGY	169.00
77	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	INFORMATION TECHNOLOGY	366.44
78	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	INFORMATION TECHNOLOGY	154.00
PERSONNEL BOARD					
79	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	PER BD: ADMINISTRATION	124.48

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the Unusual Demands be approved. Voting "Aye"

Humphryes, Carns, Collins, Langford and Smoot.

REQUEST FOR CERTIFICATION

Finance - Sewer Billing

Accounting Assistant I

Department of Revenue - Birmingham

Account Assistant I - 21 positions
Account Assistant II - 6 positions
Roads & Transportation - Fleet Management - Ketona
Auto Technician
Senior Auto Parts Clerk
Roads & Transportation - Highway Engineering
Senior Civil Engineer
Roads & Transportation - Hwy Maint. - Bessemer
Senior Construction Supervisor
Asst. Hwy Maint/Const Supt
Roads & Transportation - Hwy Maint. - Ketona
Public Works Supervisor
A/District Highway Maintenance/C/Superintendent
Environmental Services - E&C - Inspection & Grouting
Sewer Line Video Specialist
Jefferson Rehabilitation & Health Center - Dietary
Food Service Assistant
Cooper Green Mercy Hospital - Laboratory
Medical Technologist Supervisor

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

Apr-10-2007-457

WHEREAS, the Jefferson County Commission previously approved a resolution on December 6, 2005 authorizing an Agreement between Jefferson County, AL and Bridge Ministries for an Emergency Shelter Grant contract agreement.

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President, Bettye Fine Collins, is hereby authorized and directed to execute Amendment #1 to modify the time of performance by an additional two hundred and eleven days. The new contract expiration date is April 30, 2007. The Agreement is from Program Year 2005 Federal funds.

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

Apr-10-2007-458

BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins, be and she hereby is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and NHB Group, LLC for the provision of architectural services in connection with the Graysville Senior Citizens Center Expansion Project(CD05-03A-A02M3-GSC). The fee for these services will be Forty Five Thousand Five Hundred Twenty Six and No/100 Dollars (\$45,526.00), and will be paid for in full with Federal funds. This project is from the Program Year 2005 funds.

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

Apr-10-2007-459

WHEREAS, Jefferson County, Alabama, has conducted a lawful and competitive bidding process for the MIDFIELD PEDESTRIAN SIDEWALK project; such bids having been opened on Tuesday, March 27, 2007, and listed as follows:

	<u>Contractor</u>	<u>Bid Amount</u>
1.	Burnett Civil Contracting, LLC	\$ 143,247.90
2.	D.R.M. Utilities, LLC	\$ 167,899.00
3.	Global Construction & Engineering, Inc.	\$ 169,378.50
4.	BRIC, Inc	\$ 192,408.00
5.	Kelly Construction Co., Inc.	\$ 2,060,778.00

WHEREAS, after tabulation and consideration by the Roads and Transportation Department, it has been recommended that the contract for the MIDFIELD PEDESTRIAN SIDEWALK project be to BURNETT CIVIL CONTRACTING, LLC, in the amount of \$143,247.90.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the President, Bettye Fine Collins, be and she hereby is authorized, empowered and directed to execute the contract on behalf of Jefferson County, Alabama.

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

Apr-10-2007-460

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon recommendation by Jim Carns, Commissioner of Environmental Services, that Hal Humphrey, P.E. replace Jim Traylor, P.E. as the District 5 Commission representative on the Product Review Committee beginning March 13, 2007 and ending October 1, 2007.

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

Apr-10-2007-461

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute an agreement between Jefferson County, Alabama and the Alabama Department of Transportation for a permit agreement for the accommodation of utility facilities on public right-of-way for the construction of a 8-inch gravity main sewer in U.S. Highway 11 in the City of Birmingham.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement between Jefferson County, Alabama and Howard F. Johnston, Jr. - Vice President, Tutwiler Development Corporation, LLC for the construction of a sanitary sewer in the right-of-way of U.S. Highway 11 in the City of Birmingham, at no cost to the county.

ALABAMA DEPARTMENT OF TRANSPORTATION
Permit Agreement for the Accommodation of Utility
Facilities on Public Right-of-Way

Project Number: _____
Permit No. _____
P.E. _____
R.O.W. _____
Utilities _____
Construction _____
Maintenance Section _____

Location of Accommodation: Milepost 148 to 149

THIS AGREEMENT is entered into this the _____ day of _____, 20_____, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the STATE and _____ a Utility hereinafter referred to as the APPLICANT.

W I T N E S S E T H

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in Jefferson County, Alabama, said project or maintenance section being designated as _____, and consisting approximately of the following: approximately 25 linear feet of 8 inch diameter, Class 52 ductile iron sanitary sewer pipe in U.S. Highway 11 ROW in the City of Birmingham; and

WHEREAS, the State hereby grants to the APPLICANT approval to cross or locate its facilities on the public right-of-way at the location and in the manner hereinafter set forth:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities on public right-of-way in accordance with plans and specifications of the APPLICANT as approved by the STATE which plans and specifications are hereby made a part hereof by reference.

2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in the Department of Transportation and is hereby a part hereof by reference.

3. The national Manual on Uniform Traffic Control Devices, latest edition, is hereby made a part hereof by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in the Alabama Department of Transportation at the execution of this Agreement.

4. The Clean Water Act, 1987 and the Alabama Nonpoint Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto.

The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

5. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1 (a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.

6. The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of \$10,000 to guarantee the faithful performance of this permit contract in its entirety. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be applied to complete and fulfill the permit contract terms.

7. To the fullest extent permitted by law, the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the APPLICANT, anyone directly or indirectly employed by the APPLICANT or anyone for whose acts APPLICANT may be liable.

The term hold harmless includes the obligation of the APPLICANT to pay damages awarded against and legally recoverable from the State of Alabama, or the Alabama Department of Transportation, or its officers, agents, servants, and/or employees in both individual and official capacities whose acts or omissions that were the basis of the liability were performed within the course and scope of their employment.

8. Reimbursement for future relocations of the APPLICANTS facilities will be in accordance with State law in effect at the time such relocations are made.

9. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities.

10. The STATE in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage caused to the facilities regardless of the cause.

11. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.

12. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by

law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

13. The installation of the facilities and related work covered by this Agreement shall be completed within one year from the date shown on this Agreement, otherwise this Agreement becomes null and void. Once work is begun the APPLICANT shall pursue the work continuously and diligently until completion.

14. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway and all right-of-way in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the Alabama Department of Transportation for a period of one year from acceptance by the Department of the completion of work applied for by APPLICANT.

15. The APPLICANT must provide a copy of the Notice of Registration (NOR) Received issued by ADEM upon receipt of the applicant s Notice of Registration. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOR is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

16. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA of failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMP s into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

17. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is SANITARY SEWERS.

APPLICANT further stipulates that should this specific use change at any time in the future that the APPLICANT will notify the STATE immediately of the change.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, to be effective on the day and year first above stated.

Jefferson County

Commission

Environmental Services Department

Bettye Fine Collins

WITNESS:

RECOMMENDED FOR APPROVAL:

District Manager & Date

Division Engineer & Date

Alabama DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

By:_____

Maintenance Engineer / Division Engineer

AGREEMENT

This Agreement entered into this _____ day of _____, 20__ by and between Jefferson County, Alabama (hereinafter referred to as Jefferson County) and Tutwiler Development Corporation, LLC (hereinafter referred to as Owner).

W I T N E S S E T H

WHEREAS, Owner proposes to install certain sanitary sewer facilities crossing perpendicular to U.S. Highway 11 near the intersection with Mary Taylor Road; and

WHEREAS, the State will not authorize Owner to perform such installation but will authorize Jefferson County to install the same; and

WHEREAS, Owner has requested Jefferson County to enter into an Agreement with the State providing for Jefferson County to perform such installation upon the stipulation, that the Owner would actually perform such installation and would indemnify and hold harmless Jefferson County with respect to Owner s performance thereof.

IN CONSIDERATION OF the premises, the parties agree as follows:

1. Jefferson County shall enter into an Agreement with the State (ALDOT Agreement) providing for installation of a 8 inch gravity main sewer connecting to an existing Jefferson County sanitary sewer crossing perpendicular to U.S. Highway 11 near the intersection with Mary Taylor Road, which drains to the Trussville sewer system, copy of the ALDOT Agreement is attached hereto as Exhibit A to this Agreement.
2. Owner hereby acknowledges the satisfactory performance by Jefferson County of Paragraph 1 above. Owner shall do and perform each requirement imposed upon the Jefferson County Commission by the ALDOT Agreement (Exhibit A). Further, Owner hereby agrees to indemnify and hold harmless and defend the Jefferson County Commission, Jefferson County, Alabama, its elected officials and employees from and against any claims, suits, cost, expenses including attorneys fees, loss or damage in any way arising out of the performance or failure of performance of the ALDOT Agreement (Exhibit A) and this Agreement.
3. Owner and Jefferson County agree that this Agreement shall be automatically amended to include any amendment made to the

ALDOT Agreement (Exhibit A).

4. The term of this Agreement shall continue so long as any obligation of any nature whatsoever of Jefferson County exists by reason of the the ALDOT Agreement (Exhibit A).

5. In the event that the State of Alabama through the State DOT requires the County to maintain, repair or otherwise service any 4 or 6 inch service line installed within State road right of way, the owner agrees to reimburse the County for the cost of any such work performed for the benefit of said owner.

IN WITNESS WHEREOF, the parties here to have executed this Agreement by their duly authorized officers this _____ day of _____, 20__.

Tutwiler Development Corporation, LLC
Howard F. Johnston, Jr. - Vice President
Jefferson County Commission
Bettye Fine Collins, President

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

Apr-10-2007-462

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that RFP 107-07 to provide accounting services to Jefferson County be awarded to Warren, Averett, Kimbrough and Marino, LLC and the President is authorized to execute an agreement therefor.

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

Apr-10-2007-463

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that RFP 125-07 to provide financial advisory services to Jefferson County be awarded to Porter, White & Company and the President is authorized to execute an agreement therefor.

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

Apr-10-2007-464

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

Disposals

Environmental Services

46151	Dispose	Ultrasonic Flow Transmitter	Destroyed
46152	Dispose	Ultrasonic Flow Transmitter	Destroyed
46533	Dispose	Microprocessor	Salvage Parts
46534	Dispose	Microprocessor	Salvage Parts
46535	Dispose	Microprocessor	Salvage Parts
47161	Dispose	Microprocessor	Salvage Parts
47162	Dispose	Microprocessor	Salvage Parts

47163	Dispose	Microprocessor	Salvage Parts
47165	Dispose	Ice Maker	Destroyed
49402	Dispose	Turkey Creek WWTP	Destroyed
49403	Dispose	Office Lab	Destroyed
49404	Dispose	Shop Building	Destroyed
49405	Dispose	Return Sludge Pump	Destroyed
49406	Dispose	Old Pump Building	Destroyed
49408	Dispose	Return/Storm Pump	Destroyed
49411	Dispose	Blower Bldg.	Destroyed
51018	Dispose	Incubator Low Temp	Destroyed
51023	Dispose	Chain Hoist	Destroyed
970791	Dispose	Hydroranger	Destroyed
980088	Dispose	Analytical Balance	Destroyed
981159	Dispose	Personal Computer	Salvage Parts

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

Apr-10-2007-465

THE JEFFERSON COUNTY COMMISSION RESOLVES to authorize the President to execute the federal assistance audit contract with the State of Alabama Department of Examiners of Public Accounts in the amount of \$32,400.

AGREEMENT

This agreement by and between the Department of Examiners of Public Accounts (EPA) and the Jefferson County Commission (JCC) becomes effective upon full execution.

It is agreed that the EPA will audit the JCC for the one (1) year period October 1, 2005 through September 30, 2006. The audit will encompass a financial audit in accordance with Government Auditing Standards issued by the Comptroller General of the United States, an audit of compliance with applicable laws and regulations of the State of Alabama, and an audit of compliance with applicable laws and regulations of the Federal Government in accordance with OMB Circular A133 and the Single Audit Act Amendments of 1996.

JCC agrees to reimburse EPA for its necessary and reasonable costs to conduct the audit, which include personnel costs and travel expenses incurred at amounts authorized by the State Travel Law. The maximum cost of this agreement to JCC shall not exceed thirty two thousand four hundred dollars (\$32,400.00). JCC agrees to pay 65% of the cost of this agreement upon full execution and 35% after completion of fieldwork as evidenced by invoices from the Department of Examiners of Public Accounts.

EPA agrees to furnish all required copies of audit reports to federal grantor agencies in addition to copies provided to JCC.

EPA agrees that all working papers shall be made available upon request for review by the federal grantor agencies consistent with State Law. EPA agrees to retain all working papers and reports for a minimum of three (3) years from the date of the audit report unless EPA is notified in writing to extend the retention period.

JCC agrees to make available to EPA all financial and operating data determined necessary by EPA to conduct the audits. JCC agrees to provide a working area for personnel of EPA, which facilitates efficient fieldwork.

This agreement and all promises by JCC are made subject to availability of sufficient funds.

The parties shown below have executed this agreement to become effective on the date specified previously and under all conditions described herein.

IN WITNESS THEREOF, the parties have affixed their hands and seals this day of , 20

STATE OF ALABAMA
Department of Examiners
of Public Accounts
Ronald L. Jones
Chief Examiner

Jefferson County Commission
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.

Apr-10-2007-466

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following amendment to the agreement between Jefferson County, Alabama and Talent Tree Crystal.

AMENDMENT NO.1

CONTRACT NO. 288-06B

This Amendment to Contract entered into this 13th day of March, 2007, by and between Jefferson County, Alabama (hereinafter referred to as the "Jefferson County Commission") and Talent Tree Crystal (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the Jefferson County Commission desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties entered into on the 1st day of December, 2006, which is attached (on file in the Minute Clerk's office) and made part of this amendment by reference, is hereby amended as follows:

Under the second paragraph of the contract beginning, "Whereas, the County desires to contract ..." delete the words "for the various departments throughout the County..." and insert the following "...for Cooper Green/Mercy Hospital, Jefferson Rehabilitation & Health Center and the Finance Department..."

On Attachment No. 1 add the following positions with per hour and overtime cost:

12. Executive Secretary	Per Hour:	\$20.00
	Overtime:	\$30.00

13. Customer Service Representative	Per Hour:	\$18.05
	Overtime:	\$27.08

Jefferson County Commission

Bettye Fine Collins, President

Contractor

Ray E. Culver, Vice 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.

Apr-10-2007-467

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute between Jefferson County, Alabama and Johnson Controls, Inc. which allows the County to purchase parts and materials from the General Services Administration (GSA) Federal Supply Schedule and Purchasing Agreement. This schedule allows the purchase of Johnson Control parts and materials at a discounted rate of 57 % off list price and gives a 40% service labor discount and fixed overhead and profit margin for Johnson Control.

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

Apr-10-2007-468

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Ard Contracting, Inc. for the foundation package for the new Bessemer Courthouse - General Services Project in the amount of \$3,910,000.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Impact Family Counseling to provide structured parenting classes and focus groups for juveniles and their families referred by Family Court in the amount of \$36 per year.

CONTRACT NO. 362-06

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 30th day of November, 2006, by and between Jefferson County, Alabama, hereinafter called "the County", and Impact Family Counseling, hereinafter called "the Contractor". The effective date of this agreement shall be December 1, 2006.

WHEREAS, the County desires to contract for structured parenting classes for the Jefferson County Family Court, hereinafter called "Family Court"; and

WHEREAS, the Contractor desires to furnish said classes 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.362-06, dated August 24, 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 Family Court. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the provision of structured parenting classes and focus groups for juvenile clients and their families as referred by the Family Court Staff, Magistrates, Probation Officers, or as mandated by the judicial staff in a court order.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render parenting classes to Family Court at any time after the effective date of this Contract. The term of this contract shall be from December 1, 2006 through November 30, 2009.
4. COMPENSATION: The Contractor shall be paid at a rate of \$1.00 per class at nine (9) classes per cycle = \$9.00 per cycle and 4 cycles per year totaling \$36.00 per year. The services will be offered at no cost to families.

Note: Contractor will try to fund this program through different fiscal sources other than Jefferson County and Family Court. Therefore, contractual funding may not be required for these classes.

5. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
6. NONDISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
7. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department will information required for Form 1099 reporting and other pertinent data required by law.
8. TERMINATION OF CONTRACT: This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
9. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
10. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
11. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract.

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

12. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement

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

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

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

CONTRACTOR:	JEFFERSON COUNTY, ALABAMA
George Casey, Executive Director	Bettye Fine Collins, President
Impact Family Counseling	Jefferson County Commission

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

Apr-10-2007-470

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Glenwood, Inc. to provide Gun Court classes for juveniles who have be charged with weapon offences in the amount of \$3,600 per year.

CONTRACT NO. 362-06A

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 30th day of November, 2006, by and between Jefferson County, Alabama, hereinafter called "the County", and Glenwood, Inc., hereinafter called "the Contractor". The effective date of this agreement shall be December 1, 2006.

WHEREAS, the County desires to contract for Gun Court classes for the Jefferson County Family Court, hereinafter called "Family Court"; and

WHEREAS, the Contractor desires to furnish said classes 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.362-06, dated August 24, 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 Family Court. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the provision of Gun Court classes for juvenile clients who have been identified as those charged with weapon offences relating to guns or gun possession and are receiving Intensive Supervision from one designated Probation Officer. Family participation is mandatory as a component of the Gun Court Program.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render Gun Court classes to Family Court at any time after the effective date of this Contract. The term of this contract shall be from December 1, 2006 through November 30, 2009.
4. **COMPENSATION:** The Contractor shall be paid at a rate of \$120.00 per class at thirty (30) classes per year for a yearly total of \$3600.00 payable per submission of an invoice approved by Family Court.
5. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
6. **NONDISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.

7. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department will information required for Form 1099 reporting and other pertinent data required by law.
8. TERMINATION OF CONTRACT: This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
9. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
10. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
11. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract.

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

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

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

CONTRACTOR: D. Lee Yount, Executive Director Glenwood, Inc.	JEFFERSON COUNTY, ALABAMA Bettye Fine Collins, President Jefferson County Commission
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Motion was made by Commissioner Humphries seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphries, Carns, Collins, Langford and Smoot.

Apr-10-2007-471

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Robert L. Grantham to serve on the McCalla Area Fire District Board of Trustees, beginning November, 2006 and ending November, 2011, be and hereby is approved.

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

Communication was read from Roads & Transportation recommended the following;

1. BellSouth to install 114' of buried cable, 57' of conduit, and 32' of drain pipe at 2520 Walker Chapel Road in Fultondale.
2. Alabama Gas Corporation to install 156' of 4" gas line for tie in at Westchester Subdivision (10th Sector) on Cherry Avenue in

Forestdale.

3. Alabama Gas Corporation to install 6,145' of 6" and 4" gas main extension for Mountain Ridge (Phase 1) in Clay off Old Springville Road.
4. Alabama Gas Corporation to install 4,420' of 6", 915' of 4", and 1,605' of 2" gas main in Lindsey Estates off Lindsey Loop Road.
5. Alabama Gas Corporation to install 620' of 2" gas main in Heatherwood on Coshatt Drive (Hoover).
6. Oneonta Utilities to install 1,000' of 4" gas main in Aspen Ridge (5t' Sector), (1st Addition) in Pinson.
7. Global Construction Engineering to install 930' of 6" sewer force main in Cosby Tract Subdivision (Davison Road, Melissa Drive, Womack Road, and Telia Drive) off Dewey Heights Road in Pinson.

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

Apr-10-2007-472

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an sales agreement between Jefferson County, Alabama and U. S. Department of Housing and Urban Development for the sale of a house located at 4024 7th Avenue Brighton - Tract No. 20 in the amount of \$10,000 for the 7th Avenue Brighton Project.

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

Apr-10-2007-473

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

1. That the County enter into a Supplemental Agreement Number 2 with the State of Alabama, acting by and through the Alabama Department of Transportation amending an Agreement dated November 23, 1999, and Supplemental Agreement Number 1 dated March 15, 2004, for:

Construction Agreement, Project STPBH-7020 () improvements on Patton Chapel Road from U.S. 31 to Crayrich Drive 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 10th day of April, 2007

ATTESTED

County Clerk

Betty Fine Collins

President, Jefferson County Commission

AGREEMENT

FOR CONSTRUCTION

BETWEEN THE STATE OF ALABAMA

AND

JEFFERSON COUNTY, ALABAMA

Project STPBH-7020 ()

Improvements on Patton Chapel Road from U.S. 31 to Crayrich Drive in Jefferson County

SUPPLEMENTAL AGREEMENT NUMBER 2

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

WHEREAS, the STATE and COUNTY entered into a Construction Agreement for improvements on Patton Chapel Road from U.S.

31 to Crayrich Drive in Jefferson County, effective November 23, 1999, and

WHEREAS, the STATE and COUNTY desire to amend the Agreement entered into on November 23, 1999, and Supplemental Agreement Number 1 dated March 15, 2004, by execution of this Supplemental Agreement.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated November 23, 1999, and Supplemental Agreement Number 1 dated March 15, 2004, 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 November 23, 1999, shall remain the same.

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

ATTEST:
County Clerk

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

(Signature)

APPROVED AS TO FORM:

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

RECOMMENDED FOR APPROVAL:

Division Engineer, Brian C. Davis

Multimodal Transportation Planning Engineer

Robert J. Jilla

Chief Engineer, D. W. Vaughn

STATE OF ALABAMA ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION
Transportation Director, D.J. McInnes

The foregoing Agreement is hereby approved by the Governor of the State of Alabama
this day of , 20

GOVERNOR OF ALABAMA, BOB RILEY

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

Apr-10-2007-474

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

1. That the County enter into a Supplemental Agreement Number 2 with the State of Alabama, acting by and through the Alabama Department of Transportation amending an Agreement dated August 1, 2001, and Supplemental Agreement Number 1 dated March 27, 2003, for:

Construction Agreement, Project STPBH-7165 () improvements on Mount Olive Road from Main Street to Fieldstown Road in Jefferson County; which Agreement is before this Commission.

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

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

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

Passed, adopted, and approved this 10th day of April, 2007

ATTESTED:
County Clerk

Bettye Fine Collins
President, Jefferson County Commission

AGREEMENT
FOR CONSTRUCTION
BETWEEN THE STATE OF ALABAMA
AND
JEFFERSON COUNTY, ALABAMA

Project STPBH-7165 ()

Improvements on Mount Olive Road from Main Street to Fieldstown Road in Jefferson County

SUPPLEMENTAL AGREEMENT NUMBER 2

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

WHEREAS, the STATE and COUNTY entered into a Construction Agreement for improvements on Mount Olive Road from Main Street to Fieldstown Road in Jefferson County, effective August 1, 2001, and

WHEREAS, the STATE and COUNTY desire to amend the Agreement entered into on August 1, 2001, and Supplemental Agreement Number 1 dated March 27, 2003, by execution of this Supplemental Agreement.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated August 1, 2001, and Supplemental Agreement Number 1 dated March 27, 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 1, 2001, 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:
County Clerk

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

(Signature)

APPROVED AS TO FORM:

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

RECOMMENDED FOR APPROVAL:

Division Engineer, Brian C. Davis

Multimodal Transportation Planning Engineer

Robert J. Jilla

Chief Engineer, D. W. Vaughn

STATE OF ALABAMA ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION
Transportation Director, D.J. McInnes

The foregoing Agreement is hereby approved by the Governor of the State of Alabama

this day of , 20

GOVERNOR OF ALABAMA, BOB RILEY

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

Apr-10-2007-475

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

1. That the County enters into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

Utilities and Construction Agreement for Project STPBH-7026 () for Lakeshore Drive extension from State Route 150 to I459 in Jefferson County in Jefferson County; which Agreement is before this Commission.

2. That the Agreement be executed in the name of the County Clerk, by the Chairman of the County Commission, 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 10th day of April, 2007

ATTESTED:
County Clerk

Bettye Fine Collins
Chairman, Jefferson County Commission

AGREEMENT
FOR
UTILITY AND CONSTRUCTION
BETWEEN THE STATE OF ALABAMA
AND
JEFFERSON COUNTY, ALABAMA
Project STPBH-7026 ()

Lakeshore Drive extension from State Route 150 to I-459 in Jefferson County

THIS 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; in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Birmingham Urbanized Area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the COUNTY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and COUNTY desire to cooperate in a utility and construction program for Lakeshore Drive extension from State Route 150 to I-459 in Jefferson County.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) This Agreement will cover utilities and all aspects of construction for the proposed improvements, including construction engineering and inspection during the course of the work, all in accordance with plans approved by the STATE.
- (2) Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization by FHWA. Any deficiency in Federal Aid, or overrun in construction costs will be borne by the COUNTY. In the event of an under run in Project costs, the amount of Federal Aid Funds will be 80 percent of eligible costs.
- (3) The Project will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent COUNTY funds. The estimated cost and participation by the various parties are as follows:

	Total Estimated	Estimated Federal Funds	Estimated County Funds
Utilities	\$3,000,000	\$ 2,400,000	\$ 600,000
Construction, including engineering and inspection	\$ 8,470,000	\$ 6,776,000	\$1,694,000
TOTAL	\$ 11,470,000	\$ 9,176,000	\$2,294,000

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the COUNTY will be billed for its proportional share as above noted and the COUNTY agrees to pay same to STATE; or in the event the cost is less than the estimate,

the COUNTY will receive a refund accordingly from the STATE.

- (4) Any cost for work not eligible for Federal reimbursement will be financed 100 percent by the COUNTY, which payment will be reflected in the final audit.
- (5) The construction of the improvements will be by contract and the STATE will be responsible for advertisement and receipt of bids and for the award of the contract. Following receipt of bids and prior to the award of the contract, the STATE will invoice the COUNTY for its prorated share of the estimated construction cost as reflected by the bid of the successful bidder, plus engineering and inspection cost, and the COUNTY will promptly pay this cost to the STATE before award of the contract. The STATE will not award the contract until it is in receipt of the estimated cost payable by the COUNTY as above noted. All testing, onsite engineering, and onsite inspection shall be the responsibility of the COUNTY or its designated representative.
- (6) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.
- (7) The COUNTY will coordinate any required adjustments to utilities with the utility company involved in accordance with usual STATE procedures. Any utility expenses involved which are eligible for STATE reimbursement or payment under state law will be

considered as a part of the Project cost and will be paid as provided herein, with the COUNTY paying its proportional share. The STATE will not be liable for utility expenses which are not eligible for STATE reimbursement or payment under State law.

(8) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the facility which is not part of the State Highway Maintenance System.

(9) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein.

(10) A final audit will be made of all Project records after completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94414. A final financial settlement will be made between the parties as reflected by the audit and this Agreement.

(11) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.

(12) This Agreement will become null and void on January 15, 2011, as to any work provided herein which has not been authorized by FHWA.

(13) Nothing will be construed under the terms of this Agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th Law).

(14) Exhibits M and N are attached and hereby made a part of this Agreement.

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 approval of the Governor of Alabama.

ATTEST:
County Clerk

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

(Signature)

APPROVED AS TO FORM:

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

RECOMMENDED FOR APPROVAL:

Division Engineer, Brian C. Davis

Multimodal Transportation Planning Engineer

Robert J. Jilla

Chief Engineer, D. W. Vaughn

STATE OF ALABAMA ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION
Transportation Director, D.J. McInnes

The foregoing Agreement is hereby approved by the Governor of the State of Alabama

this day of , 20

GOVERNOR OF ALABAMA, BOB RILEY

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

Apr-10-2007-476

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby approves the necessary agreements between the Alabama Department of Transportation and the following utility companies for the Mt. Olive Road Widening Project from Fieldstown Road to West Main Street Project.

- a) Non-reimbursable agreement submitted by Marcus Cable of Alabama, LLC
- (b) Non-reimbursable agreement submitted by BellSouth Telecommunications, Inc.
- (c) Non-reimbursable agreement submitted by Alabama Power Company
- (d) Reimbursable agreement submitted Birmingham Water Works and Sewer Board in the amount of \$250,855.34
- (e) Reimbursable agreement submitted by Gas Board of the City of Fultondale in the amount of \$406,131

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

Apr-10-2007-477

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-06-041 HBC Holdings LLC, owner; Jeff Harding, agent. Change in zoning on Parcel ID# 05-24-0-0-part of 7 in Section 24 Twp 15 Range 5 West from A-1 (Agriculture) to R-7 (Planned Unit Development) for Single family subdivision. (Site Only: 7890 Cresview Drive, Dora, AL 35062) (BAGLEY) (45 Acres M/L)

RESTRICTIVE COVENANTS: 1. BEST MANAGEMENT PRACTICES regarding stormwater, drainage and erosion control 2. No residence shall be located further than 1000 feet from a fire hydrant.

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that Z-06-041 be approved. Voting "Aye" Humphryes, Smoot, Carns, Collins and Langford.

Apr-10-2007-478

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

Letter of Agreement from Emergency Management Performance Grant (EMPG) funding in the amount of \$116,161.0 which will be used to provide operational funding for the Jefferson County Emergency Management Agency during Fiscal Year 2007.

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

Apr-10-2007-479

BE IT RESOLVED by the Jefferson County Commission that the Commission, District 2 annual salary for the position of Appointed Administrative Assistant - County Commission (classification #094628) be increased from \$56,500.00 to \$62,500.00 effective April 1, 2007; that the Commission, District 2 annual salary for the position of Appointed Administrative Secretary - County Commission (classification #094602) be increased from \$34,569.60 to \$44,000 effective April 1, 2007; and that the Commission, District 2 annual salary for the position of Appointed Confidential Secretary - County Commission (classification #094601) be decreased from

\$65,873.60 to \$52,500.00 effective March 12, 2007.

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

Apr-10-2007-480

A RESOLUTION IDENTIFYING INACTIVE PERSONNEL BOARD EQUIPMENT AND
AUTHORIZING THE DISPOSAL OF SAID EQUIPMENT AT THE JEFFERSON COUNTY ANNUAL
AUCTION SCHEDULED ON APRIL 25, 2007

WHEREAS, the Personnel Board of Jefferson County has determined that the following list of inactive equipment (on file in the Minute Clerk's office) and materials are inoperable and/or insufficient for the current technological environment within the Personnel Board.

BE IT THEREFORE RESOLVED by the Personnel Board of Jefferson County that the following list of assets is hereby declared to be inactive property, removed from the fixed assets inventory and disposed of at the auction of April 25, 2007, and

BE IT FURTHER RESOLVED by the Personnel Board of Jefferson County that the Jefferson County Purchasing Agent is authorized to dispose of the attached list of assets and that authorization is hereby given to the Auctioneer, acting as the agent to sign all required papers, and

BE IT FURTHER RESOLVED by the Personnel Board of Jefferson County that all funds received from the sale of Personnel Board equipment and materials will be applied to the Personnel Board's operating account minus a 3.79% auctioneer fee.

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

Apr-10-2007-481

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

Michael Bishop, Jr.	Scott M. Gilmore	Christopher Godber	Ashondra Jackson
Johnny Long	Chris Benton Moore	Jeremy B. Woodard	

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

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

Apr-10-2007-482

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby approves the Inmate Health Service Compliance Contract between Michael A. Chandler, M.D., d/b/a Rocky Ridge Family Medicine, LLC to monitor the healthcare program for inmates beginning February 9, 2007 and ending September 30, 2007 in the amount of \$15,000 per month.

INMATE HEALTH SERVICE COMPLIANCE CONTRACT

THIS CONTRACT is made effective as of the 9th day of February, 2007, by and between Michael A. Chandler, MD d/b/a Rocky

Ridge Family Medicine, LLC (hereinafter the "Compliance Monitor"), and the Office of the Sheriff of Jefferson County, Alabama (hereinafter the "Sheriff").

WHEREAS, medical services are delivered in the Sheriff's facilities at the Birmingham Jail and the Bessemer Jail (hereinafter the "Facilities") pursuant to a contract with an inmate health care provider; and

WHEREAS, the Sheriff has determined that the services of a licensed physician who shall serve as a Compliance Monitor to assure that inmate healthcare needs are being met is both necessary and beneficial; and

WHEREAS, the Compliance Monitor is a licensed physician, knowledgeable in penal healthcare, and is agreeable to providing such services pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the premises and the terms and conditions hereinafter set out, the parties agree as follows:

1. Term. The term of this Contract shall commence on the 9th day of February, 2007, and shall remain in full force and effect until the 30th day of September, 2007. This Contract may be extended for additional one (1) year terms. However, either party may terminate this Contract, without cause or further obligation, upon thirty (30) days written notice to the other party. However, it is the express intent of the parties hereto to renegotiate the terms and conditions of this Contract on or before the expiration of this initial term, set out herein, and to enter into a new contract.
2. The Compliance Monitor shall perform and/or provide the following services:
 - a. Review inmate healthcare provider personnel work and attendance schedules to ensure adherence to its contractual requirements.
 - b. Conduct monthly site visits, interviews, inspections and such other visits, interviews, and inspections that are professionally necessary to evaluate the health care services provided to inmates. The Compliance Monitor shall prepare a monthly written report of his/her findings and recommendations for health care service improvement.
 - c. Review inmate healthcare provider's documentation to ensure its compliance with contractual obligations; however, nothing herein shall obligate or indicate that the Compliance Monitor shall be responsible for patient care, diagnosis, and/or treatment, or the exercise of clinical judgment in providing medical services to the inmate. The Compliance Monitor shall not be responsible for any patient care or the rendering of medical services, said responsibility shall rest solely with the inmate healthcare provider.
 - d. Develop and maintain reports pertinent to the provision of inmate health care services.
 - e. Review service levels, quality of care, and administrative practices as specified by inmate healthcare provider's contractual obligation.
 - f. The Compliance Monitor, Medical Director for inmate healthcare provider, the Sheriff (or his designee), and the Sheriff's Chief of Corrections shall meet on a monthly basis for site inspection and to discuss contract and/or service issues.
 - g. Develop and/or assist in the development of any future inmate health care services contract proposals and change requests as needed.
 - h. Generate monthly written reports to the Sheriff (or his designee) and his Chief of Corrections outlining the completion of the tasks set out herein, frequency of site visits, findings made pursuant to such visits, and any recommendations for the improvement of health care services at the Facilities.
 - i. Submit five (5) copies of the monthly reports to the Sheriff, two (2) copies to Health Assurance's Medical Director, and one (1) copy to the General Counsel for the Office of Sheriff.
 - j. Assist in developing and implementing action plans to remediate any substandard health care services.
 - k. Participate in any task force and/or committee concerning inmate health care services as directed by the Sheriff.
3. Compensation. The Compliance Monitor shall be compensated at an annual rate of \$180,000, to be paid in equal monthly instalments of \$15,000, for the services provided under the terms of this Contract. Each monthly instalment shall be due and payable no later than the 15th day of each month for services provided in the previous month. Funding for payment of compensation will be provided within the budget for the Office of Sheriff approved by the County Commission.
4. Provision. The Sheriff shall furnish all temporary office space, telephone services, and access to pertinent records for the Compliance Monitor's review in order for the Compliance Monitor to perform his obligations and duties under the Contract.
5. Other Benefits and Compensation. There are no other benefits or compensation except as listed in Sections 3 and 4 hereinabove.
6. Workers' Compensation, FICA Taxes, Occupational Taxes, Malpractice Insurance, All Applicable Federal, State, and Local Taxes. The Compliance Monitor acknowledges and understands that his performance under this Contract is as an independent contractor and, as such, the Compliance Monitor is obligated for Workers' Compensation, FICA Taxes, Occupational Taxes, Malpractice Insurance, and all applicable federal, state, and local taxes. The Compliance Monitor also acknowledges and understands that the Sheriff shall not be obligated for the aforementioned under this contract.
7. Non-Discrimination Policy. It is anticipated that the Compliance Monitor will utilize the services of other healthcare professionals

on an "as needed" basis as he shall determine is necessary in his sole discretion. Such other healthcare professionals shall not be employees of the Sheriff, but shall be either employees or subcontractors to the Compliance Monitor and the Compliance Monitor shall be solely responsible for all costs and expenses associated with the services provided by such employees and subcontractors. Such employees or subcontractors of the Compliance Monitor shall be bound by the same terms and obligations of this Agreement and the Compliance Monitor shall provide the Sheriff with the name(s) of such employee or subcontractor that will be assisting him and he or she shall be provided with appropriate identification which will allow him or her access to inmate healthcare records and to the inmates themselves. The parties hereto further agree that all services rendered pursuant to this contract shall be provided and administered without regard to race, color, creed, sex, national origin, religion, and/or disability.

8. Tax Information Requirements. Upon execution of this Contract, the Compliance Monitor shall furnish the County and the Sheriff with the requisite information for Form 1099 reporting and all other pertinent data required by law.

9. Independent Contractors. It is further expressly agreed that this Contract shall not be constructed as a partnership or joint venture between the parties hereto. No party is an agent and/or employee of the other, and no agent and/or employee of any party hereto is entitled to receive employment benefits or any special rights or privileges accorded agents and/or employees of the other parties hereto.

10. HIPAA Business Associate Agreement. The Compliance Monitor acknowledges that in the course of providing services to the Sheriff pursuant to this Contract, he will have access to confidential protected health information, as defined under the regulations promulgated by the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA"). As such, the Compliance Monitor may be defined as a "Business Associate" under HIPAA and therefore agrees to comply with rules and regulations governing Business Associates with regard to Business Associates' access to and treatment of protected health information. The Compliance Monitor may use and disclose protected health information obtained in the course of providing the following services to the Sheriff.

- (i) For the purpose of providing the services set forth by this Contract;
- (ii) For the proper management and administration of the Compliance Monitor; or
- (iii) To carry out the legal responsibilities of the Compliance Monitor.

If the Compliance Monitor discloses protected health information to another person or entity as permitted in this Contract, the Monitor must:

(i) Obtain reasonable assurances for such other person or entity that the protected health information will be held confidentially and used or disclosed only as required by law or for the purpose for which it was disclosed to the person or entity and that the party to which the disclosure is made will implement reasonable and appropriate safeguards to protect said protected health information; and

(ii) Require such other person or entity to notify the Compliance Monitor in writing of any instances of which such other person or entity is aware that the confidentiality of the protected health information has been breached and/or compromised.

The Monitor will adhere to the following:

(i) Not use or further disclose protected health information other than as permitted by this Contract or required by law;

(ii) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that he creates, receives, maintains, or transmits on behalf of the Sheriff;

(iii) Promptly report to the Sheriff any use or disclosure of protected health information or security incident not provided by this Contract of which the Compliance Monitor becomes aware;

(iv) Indemnify and hold harmless the Sheriff from liabilities, costs, or damages arising out of or in any manner connected with a disclosure by the Compliance Monitor or any of the Compliance Monitor's subcontractors and/or agents of any protected health information other than as permitted by this Contract;

(v) Make available protected health information in accordance with 45 C.F.R. § 164.524;

(vi) Make available protected health information for amendments and incorporate any amendments to protected health information in accordance with 45 C.F.R. § 164.526;

(vii) Make available the necessary information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528;

(viii) Make his internal practices, books, and records, relating to the use and disclosure of protected health information which was received from the Sheriff, or created and/or received by the Compliance Monitor on behalf of the Sheriff, available to the Secretary of Health and Human Services and the Sheriff for purposes of determining HIPAA compliance;

(ix) Ensure that any agent and/or subcontract to who the Compliance Monitor provides protected health information received from the Sheriff, or created and/or received by the Compliance Monitor on behalf of the Sheriff, agree to the same restrictions and conditions that apply to the Compliance Monitor with respect to such protected health information; and

(x) Upon termination of this Contract, for any reason whatsoever, the Compliance Monitor shall return or destroy, if feasible, any and all protected health information received from the Sheriff, or created and/or received by the Compliance Monitor on behalf of the Sheriff, that the Compliance Monitor maintains in any form, and that the Compliance Monitor retain no copies of such protected health

information. Where such return or destruction of protected health information by the Compliance Monitor is not feasible, the Compliance Monitor shall extend the protections of this paragraph to the protected health information and limit further uses and disclosures to those purposes that make the return or destruction of the protected health information infeasible.

Any breach of the terms of this paragraph shall permit the Sheriff to terminate, upon written notice to the Compliance Monitor, his contractual relationship with the Compliance Monitor without any liability for the payment of services performed by the Compliance Monitor subsequent to the effective date of termination. This paragraph of the Contract shall terminate when all of protected health information provided by the Sheriff to the Compliance Monitor, or created and/or received by the Compliance Monitor on behalf of the Sheriff, is destroyed or returned to the Sheriff. The Sheriff makes no warranty or representation that compliance by the Compliance Monitor with this paragraph or the HIPAA regulations will be adequate or satisfactory for the Monitor's own purposes or that any information in the possession or control of the Monitor, or transmitted or received by the Monitor for any claim, loss or damage relating to the unauthorized use or disclosure, nor shall the Sheriff be liable to the monitor for any claim, loss or damage relating to the authorized use or disclosure of any information received by the Monitor from the Sheriff or any other source. The Monitor is solely responsible for all decisions made by the Monitor regarding the safeguarding of patient health information.

12. Privileged and Confidentiality of Monitor's Work Product. The ultimate purpose of this Agreement is to evaluate and monitor the quality of services provided to inmates within the jail and to identify ways and means to improve the same. Accordingly, the parties agree that all findings, work papers, work products, reports, recommendation, discussions, action plans, or any other output of the Monitor's duties resulting from Monitor's engagement shall be treated as confidential and privileged information pursuant to that status afforded by Alabama statutes for peer review and quality assurance information and proceedings of health care facilities. No disclosures of any of the foregoing information shall be made by Monitor, or the Sheriff except as provided herein.

13. Expert Witness. The Compliance Monitor agrees to serve as an expert witness and assist the Sheriff's legal counsel regarding any legal claim for money damages or equitable relief which is predicated upon inmate healthcare. Compliance Monitor shall receive no additional compensation for such assistance other than any actual "out-of-pocket" expenses.

14. Insurance. The Compliance Monitor agrees to maintain professional liability insurance (sometimes referred to as malpractice or errors and omissions insurance) with minimum limits for anyone claim of \$1,000,000.00 (one million dollars) and provide proof of same to the Sheriff upon request.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals or caused these presents to be executed by their authorized representative this 9th day of February, 2007.

OFFICE OF THE SHERIFF OF
JEFFERSON COUNTY, ALABAMA
MIKE HALE, SHERIFF

MONITOR:
MICHAEL CHANDLER, M.D. d/b/a
ROCKY RIDGE FAMILY MEDICINE, LLC

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

Apr-10-2007-483

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the case styled Charlotte Teresa v. Jefferson County Commission, Civil Action No. 05-872 in the amount of Fifteen Thousand (\$15,000.00) Dollars.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Finance is hereby directed to issue a check in the amount of \$15,000.00 made payable to "Charlotte Teresa and James Green, Attorney" and forward to the County Attorney for disbursement.

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

Apr-10-2007-484

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission consent to settle the case styled Winston, et al. v. Jefferson County, et al., United States District Court Case No. CV 05-P-0497-S, is hereby withdrawn and the County Attorney is hereby directed to notify the Court of the withdrawal of said consent.

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

Apr-10-2007-485

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Federation of Southern Cooperatives (hereinafter called the "Contractee").

W I T N E S S E T H:

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

WHEREAS, the County recognizes organizations that promote social and economic justice as resources of the County; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$ 2,500 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Conduct the Estelle Witherspoon Lifetime Achievement Award Dinner on Thursday, August 16, 2007 in Birmingham, Alabama. The proceeds from this event will benefit continuous efforts to promote social and economic justice through the development in cooperatives, housing, credit unions, markets, as well as, youth leadership, land retention assistance, technical assistant for family farmers, the on-going Katrina Relief and Recover project and the continued growth of the Rural Training and Research Center.

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Thereupon the Commission Meeting was adjourned to meet Tuesday, April 17, 2007 at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk