

STATE OF ALABAMA)

JEFFERSON COUNTY) March 27, 2007

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

District 1 Larry Langford

District 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 March 20, 2007, be approved. Voting "Aye" Carns, Humphryes, Collins and Langford.

Mar-27-2007-381

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Special Meeting of the Jefferson County Commission held on March 22, 2007 at 10:00 a.m. in the Jefferson County Courthouse in Birmingham is hereby acknowledged and confirmed and the following resolutions and actions taken and approved by the County Commission therein are hereby acknowledged, confirmed, ratified and approved.

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

Mar-22-2007-380-SP-MTG

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement for Residential Solid Waste Collection Services between Jefferson County and Veolia Environmental Services Solid Waste Southeast, Inc., which provides for residential solid waste collection and disposal services to subscribers in certain unincorporated areas of Jefferson County, Alabama.

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

Bids were received and publicly opened and read from the following contractors on the Midfield Sidewalk project: Bric Inc., Burnett Civil Contracting, LLC, D.R.M. Utilities, LLC, Global Construction & Engineering, Inc., and Kelly Construction Company

Bids were referred to Community Development/ Roads & Transportation for tabulation, report and recommendation.

Mar-27-2007-382

Whereas, Officer Christopher Pearce has been an officer with the City of Morris Police Department since January 2006; and

Whereas, Officer Pearce graduated of Albertville High School in Albertville, AL in May 1991. He then joined the United States Army in June of 1991 and was Honorably Discharged in January 1996; and

Whereas, Officer Pearce entered the civilian workforce in February 1996 until answering a call to duty after September 11th, 2001, becoming a law enforcement officer with the Blountsville Police Department in Blountsville, AL; and

Whereas, Officer Pearce graduated from the Northeast Alabama Police Academy in Jacksonville, AL with the "Top Gun" award for having the highest handgun qualification score among all academy recruits; and

Whereas, Officer Pearce served in the Alabama Army National Guard from September 2002 until September 2006; and

Whereas, Since his employment with the City of Morris Police Department, Officer Pearce has been an invaluable member of the Police Force, instrumental in the passage of the Municipal Ordinance concerning the registration of Sex Offenders who reside or work within the corporate limits of the City of Morris; and

Whereas, Officer Pearce headed up the investigation that led to the capture and arrest of a would-be child predator.

Now, therefore, be it resolved, that the Jefferson County Commission hereby expresses its appreciation to Officer Christopher Pearce for his dedication and service to the City of Morris and the citizens of Jefferson County, Alabama.

Adopted, by the Jefferson County Commission at the Jefferson County Courthouse in Birmingham, Alabama, a copy of this resolution is spread upon the minutes of the Jefferson County Commission on this the 27th day of March, Two Thousand and Seven.

Bettye Fine Collins, President

Jim Carns, Commissioner

Bobby Humphries, Commissioner

Larry Langford, Commissioner

Sheila Smoot, Commissioner

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

STAFF DEVELOPMENT

Multiple Staff Development

Family Court/2 Participants

| | | |
|--------------|---|----------|
| Doris Morgan | Auburn, Alabama | \$574.02 |
| Jeff McGee | Juvenile Probation Officers Conference March 28-30, 2007 | \$574.02 |

Information Technology/3 Participants

| | | |
|------------------|---------------------|----------|
| Loyd Gravitt | Birmingham, Alabama | \$498.00 |
| Raju Patel | UAB Perl Class | \$498.00 |
| Fredricka Snipes | April 2-19, 2007 | \$498.00 |

Land Development/2 Participants

| | | |
|---------------|--|----------|
| Bo Duncan | Birmingham, Alabama | \$329.00 |
| Evan Williams | Land Use Law: Current Issues in Subdivision, Annexation & Zoning May 7, 2007 | \$329.00 |

Roads & Transportation/3 Participants

| | | |
|-------------------|--|------------|
| E. Wayne Sullivan | Orange Beach, Alabama | \$875.69 |
| Kenny Burton | Assn. of County Engineers 2007 Annual Conference | \$681.08 |
| Cynthia McKinnon | April 30 - May 3, 2007 | \$1,217.30 |

Sheriff's Dept./4 Participants

| | | |
|------------------|-------------------------|------------|
| Tanya Johnson | Morrow, Georgia | \$9,625.40 |
| Gwendolyn Bryant | Basic Polygraph School | \$9,625.40 |
| Ryan Fortenberry | April 15 - June 9, 2007 | \$9,625.40 |
| Anthony Dotson | | \$9,625.40 |

Sheriff's Dept./3 Participants

| | | |
|-------------------|---|----------|
| William R. Rogers | Birmingham, Alabama | \$399.00 |
| Sharon Belcher | APCO Institute Communications Center Supervisor | \$399.00 |
| Leo Taylor | Course (Online) April 11, 2007 | \$399.00 |

Tax Assessor/3 Participants

| | | |
|-----------------|--------------------------------|----------|
| Remeca Williams | Bessemer, Alabama | \$200.00 |
| Sandra Morris | AL V: Management & Supervision | \$200.00 |
| Ed Henson | June 6-8, 2007 | \$200.00 |

Tax Assessor/2 Participants

| | | |
|-----------------|-----------------------|----------|
| Francine O'Rear | Montgomery, Alabama | \$632.10 |
| Ed Henson | AL III: Basic Mapping | \$632.10 |

May 1-4, 2007

| | | | |
|---------------------------------|--------------------------|--|------------|
| Personnel Board/11 Participants | | For Information Only | |
| Michael Lesser | | New York, New York | \$607.30 |
| Bronze McGhee | | 2007 SIOP Conference | \$949.30 |
| Mary Miller | | April 26-29, 2007 | \$2,19.27 |
| Jeffrey Crenshaw | | | \$707.30 |
| Cynthia Parker | | | \$2,248.87 |
| Peter Luke | | | \$607.30 |
| Stacey Lange | | | \$599.70 |
| Robert Jones | | | \$2,146.87 |
| Brian Ballenger | | | \$2,622.94 |
| Nathan Brewster | | | \$1,946.67 |
| Lorren Oliver | | | \$866.30 |
| Individual Staff Development | | | |
| Julieanna Edwards | Coroner/Medical Examiner | Birmingham, Alabama Digital Photography Workshop March 24-25, 2007 | \$178.00 |
| Ann Collins | Econ Development | Greensboro, North Carolina Southeastern Employment & Training Assn. April 1-4, 2007 | \$1,289.25 |
| Brenda Carraway | Finance | Gatlinburg, Tennessee Governmental Accounting & Auditing Seminar August 12-17, 2007 | \$1,868.25 |
| Brenda Carraway | Finance | Dallas, Texas International Accounts Payable Annual Forum May 12-17, 2007 | \$3,059.73 |
| Glenn Johnson | Information Tech | Atlantic City, New Jersey 2007 ADL Data Systems Annual Conference May 6-9, 2007 | \$1,533.41 |
| Brian Williams | Sheriff's Dept. | Tuscaloosa, Alabama Fire Investigator April 30 - May 4, 2007 | \$537.00 |
| Charlie Richardson | Sheriff's Dept. | Louisville, Kentucky Your People: Personnel Development & Assessment April 23-27, 2007 | \$1,599.00 |
| John Pennington | Sheriff's Dept. | Montgomery, Alabama 80-Hour Refresher with Montgomery Police Academy April 1-13, 2007 | \$1,250.70 |
| Arthur W. Culpepper | Sheriff's Dept. | Huntsville, Alabama Interview & Interrogation Techniques April 9-12, 2007 | \$329.83 |
| Cynthia Clay | Tax Assessor | Bessemer, Alabama AL IV: Introduction to Property Tax Administration September 19-21, 2007 | \$200.00 |
| Russell Christie | Tax Assessor | Tuscaloosa, Alabama AL: Personal Property Audits June 10-15, 2007 | \$863.50 |
| Tina Bowen | Tax Assessor | Montgomery, Alabama Real & Personal Property Calculations April 10-13, 2007 | \$607.10 |
| Tina Bowen | Tax Assessor | Montgomery, Alabama Property Tax Exemptions & Abatements July 17-20, 2007 | \$607.10 |
| Miriam Callins | Tax Assessor | Tuscaloosa, Alabama AL IX: Personal Property Appraisal Manual January 21-26, 2007 | \$907.80 |
| Russell Christie | Tax Assessor | Montgomery, Alabama IAAO Fund of Real Property July 29 - August 3, 2007 | \$1,178.50 |
| Tina Bowen | Tax Assessor | Montgomery, Alabama AL I: Property Tax Administration & Laws | \$903.51 |

March 4-9, 2007

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

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

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

1. PERSONNEL BOARD OF JEFFERSON COUNTY FROM THE ATLANTA CONSTITUTION, ATLANTA, GA, FOR ANNUAL RECRUITMENT ADVERTISING 30 DAY ONLINE JOB POSTING FOR THE PERSONNEL BOARD OF JEFFERSON COUNTY.
REFERENCE TAG# 801491 \$11,862.52 TOTAL "FOR INFORMATION ONLY"
2. JEFFERSON COUNTY COMMISSION FROM BALCH & BINGHAM, LLP, BIRMINGHAM, AL, FOR CONTRACTOR TO PROVIDE FEDERAL GOVERNMENTAL AFFAIRS REPRESENTATION IN WASHINGTON, D.C. AS THE REGISTERED LOBBYIST FOR THE JEFFERSON COUNTY COMMISSION. REFERENCE TAG# 804616 REFERENCE BID# 68-07
\$129,000.00 ANNUALLY CONTRACT APPROVED BY THE JEFFERSON COUNTY COMMISSION ON 21-3-07 AND RECORDED IN MINUTE BOOK 153 AT PAGES 31-33.
3. JEFFERSON COUNTY COMMISSION FROM THE COSBY COMPANY, SELMA, AL, FOR CONTRACTOR TO PROVIDE STATE GOVERNMENTAL AFFAIRS REPRESENTATION IN MONTGOMERY, AL AS THE REGISTERED LOBBYIST FOR THE JEFFERSON COUNTY COMMISSION. REFERENCE TAG# 804627 REFERENCE BID# 71-07
\$60,000.00 ANNUALLY CONTRACT APPROVED BY THE JEFFERSON COUNTY COMMISSION ON 2/27/07 AND RECORDED IN MINUTE BOOK 153 AT PAGES 80-82.
4. EMERGENCY MANAGEMENT FROM DELL MARKETING LP, ROUND ROCK, TX, FOR COMPUTER SERVER MAINTENANCE FOR THE PERIOD OF 3/1/07-3/1/08. REFERENCE TAG# 800424 REFERENCE PO# 267911
REFERENCE BID# 81-07 \$28,696.00 TOTAL
5. COMMUNITY DEVELOPMENT FROM DELL MARKETING LP, ROUND ROCK, TX, TO REPLACE LEASE COMPUTERS.
REFERENCE TAG# 796210, 796188, 796143, 796202, & 796197 REFERENCE BID# 81-07 \$14,408.10 TOTAL
6. COOPER GREEN / MERCY HOSPITAL FROM REBECCA DOSSETT, PH.D. DB/A AULT & CHILD DEVELOPMENT PROF., BIRMINGHAM, AL, FOR CONTRACTOR TO PROVIDE PSYCHOLOGICAL COUNSELING SERVICES TO THE HIV INFECTED PATIENTS AND THEIR CAREGIVERS AT COOPER GREEN / MERCY HOSPITAL'S ST. GEORGE CLINIC.
REFERENCE TAG# 744883 REFERENCE BID# 315-06 \$11,000.00 TOTAL
CONTRACT AMENDMENT APPROVED BY THE COMMISSION ON 2/27/07 AND RECORDED IN MINUTE BOOK 153 AT PAGES 100-102.
7. JEFFERSON REHABILITATION & HEALTH CENTER FROM SELF, MAPLES & COPELAND, P.C., ONEONTA, AL, FOR CONTRACTOR TO PREPARE AND SUBMIT ANNUAL MEDICARE AND MEDICAID COST REPORTS TO PROVIDE COST REIMBURSEMENT CONSULTATION ON AN AS NEED BASIS TO THE JRHC. REFERENCE TAG# 742628
REFERENCE BID# 309-06 \$10,500.00 TOTAL CONTRACT AMENDMENT APPROVED BY THE COMMISSION ON 2/27/07 AND RECORDED IN MINUTE BOOK 153 AT PAGES 107-109.
8. JEFFERSON REHABILITATION & HEALTH CENTER FROM SOUTHERN RADIOLOGY SERVICES, INC., BIRMINGHAM, AL, FOR CONTRACTOR TO PROVIDE ON PREMISES DIAGNOSTIC EKG AND X RAY SERVICES TO THE RESIDENTS AND STAFF OF THE JRHC. REFERENCE TAG# 742086 REFERENCE BID# 306-06
\$15,000.00 TOTAL
CONTRACT AMENDMENT APPROVED BY THE COMMISSION ON 2/27/07 AND RECORDED IN MINUTE BOOK 153 AT PAGES 110-112.
9. JEFFERSON COUNTY FAMILY COURT FROM JEFFERSON BLOUNT ST. CLAIR MENTAL HEALTH / MENTAL

RETARDATION AUTHORITY, BIRMINGHAM, AL, FOR CONTRACTOR TO PROVIDE ONE FULL TIME JEFFERSON COUNTY KIDS RELEASE TO AFTERCARE (RAP) CHILD & ADOLESCENT MENTAL HEALTH CASE MANAGER FOR FAMILY COURT. REFERENCE TAG# 802976 (\$18,673.00 OF THE AMOUNT IS GRANT FUNDS) \$32,622.00 TOTAL

CONTRACT AMENDMENT APPROVED BY THE COMMISSION ON 2/27/07 AND RECORDED IN MINUTE BOOK 153 AT PAGES 84-85.

10. GENERAL SERVICES FROM SECURITY ENGINEERS, BIRMINGHAM, AL, FOR CONTRACTOR TO PROVIDE TRAINED SECURITY OFFICERS TO MONITOR AND PROTECT JEFFERSON COUNTY'S PROPERTY. REFERENCE TAG# 771231

REFERENCE BID# 274-03 \$250,000.00 TOTAL CONTRACT AMENDMENT APPROVED BY THE COMMISSION ON 2/27/07 AND RECORDED IN MINUTE BOOK 153 AT PAGE 32.

11. JEFFERSON REHABILITATION & HEALTH CENTER FROM REGIONAL BIOMEDICAL LABORATORY, GADSDEN, AL, FOR CONTRACTOR TO PROVIDE LABORATORY TESTING SERVICES TO THE RESIDENTS AND STAFF OF THE JEFFERSON REHABILITATION & HEALTH CENTER. REFERENCE TAG# 742087 REFERENCE BID# 307-06

\$12,000.00 TOTAL CONTRACT APPROVED BY THE COMMISSION ON 2/27/07 AND RECORDED IN MINUTE BOOK 153 AT PAGES 108-110.

12. COOPER GREEN HOSPITAL FROM SACS, INC, BIRMINGHAM, AL, FOR CONTRACTOR TO PROVIDE ELECTROENCEPHALOGRAPHIC TECHNOLOGIST SERVICES AS REQUIRED BY COOPER GREEN MERCY HOSPITAL.

REFERENCE TAG# 741552 REFERENCE BID# 289-06 \$13,000.00 TOTAL

- CONTRACT APPROVED BY THE COMMISSION ON 2/27/07 AND RECORDED IN MINUTE BOOK 153 AT PAGES 102-103.

13. COOPER GREEN HOSPITAL FROM TOMMY MOORE, BIRMINGHAM, AL, FOR CONTRACT RENEWAL FOR CONTRACTOR TO PROVIDE INVENTORY MANAGEMENT/CONSULTATION SERVICES FOR THE BULK STORES WAREHOUSE AT COOPER GREEN/ MERCY HOSPITAL. REFERENCE TAG# 557128 \$78,270.40 TOTAL CONTRACT APPROVED BY THE COMMISSION ON 2/20/04 AND RECORDED IN MINUTE BOOK 144 AT PAGE 32.

14. ROADS & TRANSPORTATION FROM ACF ENVIRONMENTAL, BIRMINGHAM, AL, FOR CONTRACT FOR SILT FENCE & ACCESSORIES TO ADD FUNDS TO EXTISTING PURCHASE COMMITMENT #1105. REFERENCE BID 160-07 ESTIMATED ANNUAL EXPENDITURE \$10,000.000

15. ENVIRONMENTAL SERVICES ELECTRICAL SHOP FROM GENERAL MACHINERY, BIRMINGHAM, AL, FOR VARIABLE FREQUENCY DRIVES. REFERENCE TAG# 795643 REFERENCE BID# 143-07 \$13,823.49 TOTAL

16. TREASURER OF JEFFERSON COUNTY FROM SUNGARI) AVANTGARD LLC, CALABASAS,CA, FOR SOFTWARE UPGRADES AND TRAINING FOR SUNGARD TREASURE SYSTEM FOR THE PERIOD OF 3/1/07 2/28/08. REFERENCE TAG# 793220 & 793207 REFERENCE BID# 163-07 \$12,946.00 TOTAL

17. EMERGENCY MANAGEMENT AGENCY FROM RAE SYSTEMS INC., ST.LOUIS, MO, FOR DETECTION EQUIPMENT. REFERENCE TAG# 796590, 796594, 796597, 796598, 796599, 796602, & 796604 REFERENCE BID# 158-07 \$43,445.00TOTAL

18. ALL JEFFERSON COUNTY'S DEPARTMENT/PACA MEMBERS FROM CORPORATE EXPRESS, BIRMINGHAM, AL, FOR CONTRACT RENEWAL FOR COMPUTER IMAGING SUPPLIES FOR THE PERIOD 4/1/07 TO 3/31/08. REFERENCE BID# 159-06 \$330,000.00 TOTAL

19. ENVIRONMENTAL SERVICE - BARTON LAB FROM BERNEY OFFICE SOLUTIONS, BIRMINGHAM, AL, TO PURCHASE: SAVIN 3030 DIGITAL COLOR COPIER. REFERENCE TAG# 799517 REFERENCE BID# 251-05 \$12,843.74 TOTAL

20. ENVIRONMENTAL SERVICES - VILLAGE CREEK & CAHABA RIVER FROM JIM HOUSE AND ASSOCIATES, BIRMINGHAM, AL, FOR REPAIR PARTS FOR TROJAN UV SYSTEM. REFERENCE TAG# 796867, 796870, 799425 & 796886 REFERENCE BID#164-07 \$51,350.00 TOTAL

21. COOPER GREEN MERCY HOSPITAL (STORES) FROM HOSPIRA WORLDWIDE, ATLANTA, GA, FOR PUMP LEASE RENTAL. REFERENCE TAG# 790388 REFERENCE BID# 279-03 \$47,947.00 TOTAL

22. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM BIOMET, INC., WARSAW, IN, TO PAY FOR SUPPLIES FOR TOTAL HIP REPLACEMENT ORDERED BY SURGERY. REFERENCE TAG# 805344 \$6,245.00 TOTAL

23. SHERIFF'S DEPARTMENT FROM MCCALED TIMMONS AGENCY, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD

MONIES TO P.O. 255941 FOR FOUR YEAR FIDELITY BONDS FOR DEPUTY SHERIFF'S. REFERENCE TAG# 741097

\$10,000.00 TOTAL

24. GENERAL SERVICES DEPARTMENT FROM ATLANTA BUILDING MAINTENANCE, ALPHARETTA, GA, FOR CONTRACTOR TO PROVIDE JANITORIAL SERVICES TO THE BESSEMER COURTHOUSE COMPLEX.

REFERENCE TAG# 804857 REFERENCE BID# 96-07 \$70,000.00 TOTAL

CONTRACT APPROVED BY THE JEFFERSON COUNTY COMMISSION ON 3/13/07 AND RECORDED IN THE MINUTE BOOK 153 AT PAGES 173-174.

25. COOPER GREEN / MERCY HOSPITAL FROM ALABAMA PSYCHOTHERAPY & WELLNESS CENTER, PC, BIRMINGHAM, AL, FOR CONTRACTOR TO RENDER THE SERVICES OF A TRAINED PSYCHOLOGIST TO PROVIDE COUNSELING SERVICES TO HIV INFECTED PATIENTS, AND THEIR CAREGIVERS, AT COOPER GREEN / MERCY HOSPITAL'S ST. GEORGE CLINIC. REFERENCE TAG# 744842 REFERENCE BID# 315-06

\$45,000.00 TOTAL

CONTRACT APPROVED BY THE JEFFERSON COUNTY COMMISSION ON 2/27/07 AND RECORDED IN MINUTE BOOK 153 AT PAGES 98-100.

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

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
March 27, 2006

| Vendor Number | Vendor | Description | Department | Amount |
|---------------------------|---------|------------------------------|-------------------------------|----------|
| JOINT RESPONSIBILITY | | | | |
| 01 | 0010124 | ALA ASSN OF ASSESSING | TAX ASSESSOR BIRMINGHAM | 375.00 |
| 02 | 0010661 | JEFF CO DEPUTY TREASURER | SHERIFF: BESSEMER JAIL | 172.30 |
| 03 | 0010661 | JEFF CO DEPUTY TREASURER | SHERIFF: BESSEMER ENFORCEMENT | 878.74 |
| 04 | 0010661 | JEFF CO DEPUTY TREASURER | TREASURER | 39.00 |
| 05 | 0010661 | JEFF CO DEPUTY TREASURER | TAX ASSESSOR BESSEMER | 6.97 |
| 06 | 0011183 | DOMINICK, FLETCHER, YEILDING | COUNTY ATTORNEY | 600.00 |
| 07 | 0011196 | JEFFERSON CO TREASURER | SHERIFF: BHAM ENFORCEMENT | 544.56 |
| 08 | 0011196 | JEFFERSON CO TREASURER | COMMISSIONER, DISTRICT | 29.95 |
| 09 | 0011196 | JEFFERSON CO TREASURER | SHERIFF: BHAM ENFORCEMENT | 29.06 |
| 10 | 0011196 | JEFFERSON CO TREASURER | BD OF EQUALIZATION | 25.92 |
| 11 | 0011196 | JEFFERSON CO TREASURER | PROBATE COURT | 146.00 |
| 12 | 0011954 | JEFFERSON CO SHERIFFS DEPT | SHERIFF: BHAM ENFORCEMENT | 8258.42 |
| 13 | 0023855 | NACO | COMMISSION SUPPORT | 14235.00 |
| ROADS & TRANSPORTATION | | | | |
| 14 | 0011196 | JEFFERSON CO TREASURER | R&T: HIGHWAY MAINT KETONA | 20.00 |
| 15 | 0011196 | JEFFERSON CO TREASURER | R&T: HIGHWAY MAINT KETONA | 55.00 |
| 16 | 0011196 | JEFFERSON CO TREASURER | EMERGENCY MANAGEMENT | 397.71 |
| 17 | 0011196 | JEFFERSON CO TREASURER | FLEET MGMT: ADMINISTRATION | 284.00 |
| 18 | 0011196 | JEFFERSON CO TREASURER | R&T: RIGHT OF WAY | 21.44 |
| 19 | 0011196 | JEFFERSON CO TREASURER | R&T: HIGHWAY MAINT KETONA | 19.00 |
| 20 | 0011196 | JEFFERSON CO TREASURER | R&T: HIGHWAY MAINTENANCE | 340.25 |
| 21 | 0011196 | JEFFERSON CO TREASURER | R&T: HIGHWAY MAINTENANCE | 655.18 |
| 22 | 0016791 | E WAYNE SULLIVAN | R&T: ADMINISTRATION | 66.00 |
| 23 | 0038484 | CHAMPION ELECTRIC LLC | INSPECTION SERVICES | 122.00 |
| 24 | 0038484 | CHAMPION ELECTRIC LLC | INSPECTION SERVICES | 122.00 |
| 25 | 0038484 | CHAMPION ELECTRIC LLC | INSPECTION SERVICES | 122.00 |
| 26 | 0038484 | CHAMPION ELECTRIC LLC | INSPECTION SERVICES | 122.00 |
| 27 | 0038486 | ROCKY E NEASON | R&T: RIGHT OF WAY | 12300.00 |
| ENVIRONMENTAL SERVICES | | | | |
| 28 | 0011196 | JEFFERSON CO TREASURER | ES: FIVE MILE CREEK | 244.23 |
| 29 | 0011196 | JEFFERSON CO TREASURER | VILLAGE LINE MAINTENANCE | 352.85 |
| 30 | 0011196 | JEFFERSON CO TREASURER | ES: FIVE MILE MAINTENANCE | 288.92 |
| 31 | 0011196 | JEFFERSON CO TREASURER | ES: SANITATION ADMINISTRATION | 362.94 |
| 32 | 0011196 | JEFFERSON CO TREASURER | WORKFORCE DEVELOPMENT | 126.36 |
| 33 | 0011196 | JEFFERSON CO TREASURER | ES: SANITATION ADMINISTRATION | 30.00 |
| 34 | 0011196 | JEFFERSON CO TREASURER | ES: LEEDS WWTP | 153.38 |
| 35 | 0011196 | JEFFERSON CO TREASURER | ES: LEEDS WWTP | 258.49 |
| 36 | 0011196 | JEFFERSON CO TREASURER | ES: PACKAGE WWTP | 147.49 |
| 37 | 0011196 | JEFFERSON CO TREASURER | ES: TRUSSVILLE WWTP | 121.68 |
| 38 | 0011196 | JEFFERSON CO TREASURER | ES: VALLEY CREEK WWTP | 230.46 |
| HEALTH AND HUMAN SERVICES | | | | |
| 39 | 0010924 | COBBS ALLEN & HALL | CORONER/MEDICAL EXAMINERS | 63.00 |
| 40 | 0011196 | JEFFERSON CO TREASURER | CORONER/MEDICAL EXAMINERS | 282.46 |

| | | | | | |
|----|---------|-------------------------------|------------------------------------|---------------------------|---------|
| 41 | 0011196 | JEFFERSON CO TREASURER | PETTY CASH JT | CORONER/MEDICAL EXAMINERS | 48.70 |
| 42 | 0023455 | JRHC PETTY CASH RESIDENT FUND | REPLENISH RESIDENT FUND PETTY CASH | JEFFERSON REHAB | 491.49 |
| 43 | 0033809 | DENISE PRESLEY | REFUND OVERPAYMENT | JEFFERSON REHAB | 1436.44 |
| 44 | 0035834 | HEALTHCARE FINANCIAL | MEMBERSHIP MARK NORTH | CGH: ADMINISTRATION | 439.00 |
| 45 | 0037912 | MARY EVELYN RUSSELL | REFUND OVERPAYMENT | JEFFERSON REHAB | 99.64 |
| 46 | 0038479 | CLAYTON REID | REFUND OVERPAYMENT | JEFFERSON REHAB | 617.59 |
| 47 | 0038480 | WANDA LEONARD | REFUND OVERPAYMENT | JEFFERSON REHAB | 611.02 |
| 48 | 0038481 | PATTIE NATION | REFUND OVERPAYMENT | JEFFERSON REHAB | 2307.07 |
| 49 | 0038482 | MARY FINDLEY | REFUND OVERPAYMENT | JEFFERSON REHAB | 140.00 |
| 50 | 0038488 | COMMUNITY HOSPICE OF ALABAMA | REFUND DUPLICATE REECIE REMBERT | JEFFERSON REHAB | 659.20 |
| 51 | 0038488 | COMMUNITY HOSPICE OF ALABAMA | REFUND DUPLICATE DOROTHY MORTON | JEFFERSON REHAB | 7898.80 |
| 52 | 0038489 | MARY BURDIE | REFUND OVERPAYMENT | JEFFERSON REHAB | 43.00 |
| 53 | 0038490 | ALVIN LIGHTFOOT | REFUND OVERPAYMENT | JEFFERSON REHAB | 850.50 |

FINANCE AND GENERAL SERVICES

| | | | | | |
|----|---------|------------------------|----------------------------|-----------------------------|--------|
| 54 | 0011196 | JEFFERSON CO TREASURER | PETTY CASH TM | GEN SVCS: ADMINISTRATION | 5.00 |
| 55 | 0011196 | JEFFERSON CO TREASURER | PETTY CASH TM | REVENUE | 791.04 |
| 56 | 0011196 | JEFFERSON CO TREASURER | PETTY CASH TM | GEN SVCS: ADMINISTRATION | 103.92 |
| 57 | 0011196 | JEFFERSON CO TREASURER | PETTY CASH JT | FINANCE SEWER SERVICES | 70.88 |
| 58 | 0011196 | JEFFERSON CO TREASURER | PETTY CASH JT | GEN SVCS: ADMINISTRATION | 102.66 |
| 59 | 0011196 | JEFFERSON CO TREASURER | PETTY CASH JT | FINANCE SEWER SERVICES | 52.65 |
| 60 | 0011196 | JEFFERSON CO TREASURER | PETTY CASH TM | GEN SVCS: PARKING DECK | 201.44 |
| 61 | 0011196 | JEFFERSON CO TREASURER | PETTY CASH TM | FAMILY COURT ADMINISTRATION | 902.60 |
| 62 | 0011196 | JEFFERSON CO TREASURER | PETTY CASH TM | GEN SVCS: ADMINISTRATION | 265.12 |
| 63 | 0013060 | TOMMY E ROUSE | INMATE & PATIENT CLOTHES | YOUTH DETENTION | 149.60 |
| 64 | 0013060 | TOMMY E ROUSE | OTHER MATERIALS & SUPPLIES | YOUTH DETENTION | 41.73 |
| 65 | 0013060 | TOMMY E ROUSE | POSTAGE | YOUTH DETENTION | 53.38 |
| 66 | 0013060 | TOMMY E ROUSE | FOOD | YOUTH DETENTION | 54.40 |
| 67 | 0025078 | ACCA DISTRICT MEETING | MEMBERSHIP STEVE SAYLER | FINANCE ADMINISTRATION | 50.00 |
| 68 | 0038483 | JEFF GUNTER | CLAIM FOR DAMAGE | HUMAN RESOURCES | 171.18 |
| 69 | 0038487 | AMANDA PRINCE | REFUND OVERPAYMENT | FINANCE SEWER SERVICES | 19.48 |

INFORMATION TECHNOLOGY

| | | | | | |
|----|---------|------------------------|---------------|--------------------------|-------|
| 70 | 0011196 | JEFFERSON CO TREASURER | PETTY CASH TM | ENVIRONMENTAL PROTECTION | 49.03 |
|----|---------|------------------------|---------------|--------------------------|-------|

PERSONNEL BOARD

| | | | | | |
|----|---------|--------------------|------------------------|-----------------|--------|
| 71 | 0038485 | RICHARD TIM WRIGHT | PER DIEM REIMBURSEMENT | PER BD: TESTING | 154.28 |
|----|---------|--------------------|------------------------|-----------------|--------|

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

Humphyres, Carns, Collins and Langford.

REQUEST FOR CERTIFICATION

Probate Court

Administrative Assistant II

Principal Court Clerk

Accountant

Board of Equalization - Bessemer

Administrative Assistant I

General Services - Grounds

Laborer I

Environmental Services - Sanitation Administration/Sewer Impact

Civil Engineer

Environmental Services - E & C - Inspection & Grouting

Skilled Laborer

Sewer Video Operator Sup

Environmental Services - Trussville WWTP

Wastewater Treatment Plant Operator

Environmental Services - Valley Creek WWTP

Laborer III

Environmental Services - Valley Maintenance Shop

Wastewater Treatment Plant Maintenance Worker

Department of Environmental Protection

Administrative Analyst

Cooper Green Mercy Hospital - Nursing Administration

Nurse Manager

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

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Environmental Services \$0

Shift a Heavy Equipment Operator (Gr. 15) position within division. No Additional Funds Required.

2. Jefferson Rehabilitation & Health Center \$0

Add a part time Dietitian (Gr. 20), a Patient Activity Leader (Gr.8) position; and delete two Laborer I (unclassified) and a Laborer III (unclassified) position; and shift an Administrative Assistant III position within the division. Annual savings \$263. No Additional Funds Required.

3. Jefferson Health Systems \$127,446

Delete ten positions and add ten positions. Annual difference \$36,059. No Additional Funds Required.

4. Land Development \$0

Add a Principal Planner (Gr. 28) position. Annual difference \$70,782. No Additional Funds Required.

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

Mar-27-2007-383

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 Change Order Number One (1) to the Construction Agreement for the Lowetown Senior Citizens Center Project (CD04-03A-Z02U3-LOW), dated August 10, 2006, between Jefferson County, Alabama and BRIC, Inc.

The purpose of Change Order Number One (1) is to approve changes in the scope of work that were required by Jefferson County Health Department and to increase the construction time an additional sixty (60) calendar days. The new completion date will be August 4, 2007. The cost for this change order is Eight Thousand Five Hundred Eighty Three and 33/100 dollars (\$8,583.33), and will be paid in full with federal funds. This project is from the Program Year 2004.

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

Mar-27-2007-384

WHEREAS, Jefferson County and member municipalities have created a Community Development Consortium to apply for, receive and administer Federal and non-Federal grant funds; and

WHEREAS, Jefferson County (Project Owner/Sponsor), in partnership with Regions Bank (Member Bank), has prepared and

submitted an application for funding under the Federal Home Loan Bank's (FHLB) Affordable Housing Program (AHP);

WHEREAS, Jefferson County has been advised that the FHLB has approved funding at a level of \$500,000.00 to assist in the rehabilitation of 100 housing units owned and occupied by low income households living in United States Department of Agriculture eligible areas within the Jefferson County Community Development Consortium;

WHEREAS, the FHLB has submitted an Affordable Housing Project Agreement for execution by Jefferson County, Regions Bank and the FHLB said Agreement being a requirement for funding;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins is hereby authorized to execute the Affordable Housing Program Agreement.

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

Mar-27-2007-385

WHEREAS, Congress has appropriated funds for the Emergency Shelter Grant (ESG) for the program year 2007; and,

WHEREAS, Federal regulations governing the Emergency Shelter Grant Program, as amended by the Stewart B. McKinney Homeless Amendments Act of 1988 provide that each state shall receive grant allocations for homeless assistance under the ESG program from the U.S. Department of Housing and Urban Development; and

WHEREAS, the State of Alabama Department of Economic and Community Affairs will receive an allocation for the ESG program and therefore is requesting applications from units of local government to distribute funds; and

WHEREAS, Jefferson County Commission will submit an application for the State Emergency Shelter Grant for program year 2007 in the amount of \$107,625.00 (one hundred seven thousand six hundred and twenty-five dollars);for the following agencies: Bridge Ministries (\$20,000), Inter-Faith Hospitality House (\$20,000), Cooperative Downtown Ministries (\$65,000) *and* Jefferson County (\$2,625); and

WHEREAS, homeless individuals and families exist in Jefferson County, Alabama and can benefit from funds under the ESG program; and

WHEREAS, Jefferson County Commission hereby assures and certifies that we will comply with program requirements for which includes providing 100% local match for the proposed activities upon the acceptance of ESG funds.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission of Jefferson County, Alabama *that the Commission President is authorized and hereby directed to execute and submit to the Alabama Department of Economic & Community Affairs the 2007 State Emergency Shelter Grant application, certifications and documents.*

Bettye Fine Collins, President
Jim Carns, Commissioner
Bobby Humphryes, Commissioner
Larry P. Langford, Commissioner
Shelia Smoot, Commissioner

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

Mar-27-2007-386

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County and Alabama Department of Transportation in the amount of \$163,704.59. This agreement

allows the County to be reimbursed for all costs to relocate sanitary sewers that are in conflict with ALDOT's project at Municipal Drive in Hoover.

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

Mar-27-2007-387

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County and Sain Associates, Inc., in the amount of \$28,454.59 to perform design engineering services for the relocation of sanitary sewers at Municipal Drive in Hoover. This agreement allows the County to be reimbursed by Alabama Department of Transportation for all design and construction costs associated with this relocation.

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

Mar-27-2007-388

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Joint Funding Agreement with U.S. Geological Survey for the collection of streamflow data at 11 sites in Jefferson County, water temperature and dissolved oxygen at 6 of those sites, and stage data at 3 sites, and to provide data as per plant permit and related permit limits. The agreement period is for one year and in the amount of \$127,350.00.

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

Customer #: AL005
Agreement #:
Project #: 2499-0010A/00300
TIN #: 63-6001579
Fixed Cost Yes No

FOR

Water Resources Investigations

THIS AGREEMENT is entered into as of the 8th day of January, 2007, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Jefferson County Commission, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a program to collect streamflow data at 11 stream gaging stations in Jefferson County, stage data at 3 gaging stations, and water temperature, and dissolved oxygen at 6 of those sites, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.

(a) \$127,350.00 by the party of the first part during the period
October 1, 2006 to September 30, 2007

(b) \$127,350.00 by the party of the second part during the period
October 1, 2006 to September 30, 2007

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey
United States
Department of the Interior
USGS Point of Contact
Name: Maurice W. Treece, Jr.
Address: 75 TechnaCenter Drive
Montgomery, AL 36117
Telephone: (334) 3954126
Email: mwtreece@usgs.gov

Jefferson County Commission

Customer Point of Contract
Name: Mr. Lynn King, Administrator
Address: Jefferson County Commission
1290 Oak Grove Road
Homewood, AL
Telephone: (205) 942-7404

Signatures
Athena Clark
Director

Email: woodj@jccal.org
Bettye Fine Collins
Jefferson County Commission

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

Mar-27-2007-389

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Consultant Contract between Jefferson County and Enersolv Corporation for \$9,000.00 to provide toxicity testing and other TOX analysis as required for compliance with the National Pollutant Discharge Elimination System (NPDES) permit program.

CONTRACT NO. 57-07

AGREEMENT

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

WHEREAS, the County desires to contract for laboratory testing services for the Environmental Services Department, hereinafter called "Environmental Services"; and

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

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

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

2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No. 57-07, dated November 20, 2006, the terms of which are included herein by reference. The Contractor shall perform Whole Effluent Toxicity testing, Total Organic

Halogen (TOX) testing and other laboratory testing services as required by Environmental Services per the latest approved EPA Testing Methods. Contractor shall submit a test report on an approved ADEM form within 10 calendar days after completion of any test performed for all analyses requested.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render laboratory testing services to the County at any time after the effective date of this Contract. The completion date of all services under this Contract is December 31, 2007 with renewal, at the County's option, each January 1st, through December 31, 2009.

4. COMPENSATION: The Contractor shall be compensated for laboratory tests rendered as shown below upon submission of an itemized invoice.

| | | |
|----------|-----|--|
| \$200.00 | per | Total Organic Halide (TOX) |
| \$120.00 | per | 24-Hour Acute Toxicity Screening Test with Flathead Minnows |
| \$625.00 | per | Chronic Toxicity Screening Test with Flathead Minnows and Ceriodaphnia Dubia |
| \$55.00 | per | Trip for Sample Pickup |

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:
Dr. William D. Hollerman, Vice President

JEFFERSON COUNTY, ALABAMA
Bettye Fine Collins, President

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

Mar-27-2007-390

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Finance Department that the following assets be removed from fixed assets and transferred to the Fresh Water Land Trust, be and hereby is approved.

Disposals

3191-Land Trust

| | | | |
|--------|---------|----------------------------|----------|
| 010643 | Dispose | Turkey Creek | Transfer |
| 011192 | Dispose | Greenway Property | Transfer |
| 011294 | Dispose | Land Purchase | Transfer |
| 011296 | Dispose | Carraway Methodist | Transfer |
| 011297 | Dispose | Emer. Swr Repair | Transfer |
| 011452 | Dispose | Black Warrior | Transfer |
| 011658 | Dispose | Cahaba Rivers Land Trust | Transfer |
| 011659 | Dispose | Cahaba Rivers Land Trust | Transfer |
| 011660 | Dispose | Cahaba Rivers Land Trust | Transfer |
| 011758 | Dispose | Conference Table | Transfer |
| 011759 | Dispose | Copier-Royal | Transfer |
| 011890 | Dispose | Cahaba Rivers Land Trust | Transfer |
| 011891 | Dispose | Cahaba Rivers Land Trust | Transfer |
| 020033 | Dispose | Black Warrior | Transfer |
| 020089 | Dispose | Black Warrior | Transfer |
| 020281 | Dispose | Cahaba Rivers Land Trust | Transfer |
| 020282 | Dispose | Cahaba Rivers Land Trust | Transfer |
| 020283 | Dispose | Cahaba Rivers Land Trust | Transfer |
| 020284 | Dispose | Cahaba Rivers Land Trust | Transfer |
| 020285 | Dispose | Cahaba Rivers Land Trust | Transfer |
| 020286 | Dispose | Cahaba Land Trust | Transfer |
| 020325 | Dispose | Land Purchase | Transfer |
| 020326 | Dispose | Emer. Swr Repair | Transfer |
| 020439 | Dispose | Black Warrior | Transfer |
| 020440 | Dispose | Black Warrior | Transfer |
| 020849 | Dispose | Cahaba Rivers Land Trust | Transfer |
| 020850 | Dispose | Pearson Property | Transfer |
| 020851 | Dispose | Pearson Property | Transfer |
| 020852 | Dispose | Lilly Pearson | Transfer |
| 020853 | Dispose | Harris Property | Transfer |
| 020854 | Dispose | Vickers Property | Transfer |
| 021900 | Dispose | Appraisal on Palos | Transfer |
| 021901 | Dispose | Tapawingo Springs | Transfer |
| 021938 | Dispose | Survey Lewis Property | Transfer |
| 021939 | Dispose | Legal Services | Transfer |
| 021940 | Dispose | Legal Services | Transfer |
| 021941 | Dispose | Repair Overton Rd | Transfer |
| 021942 | Dispose | Repair Title SVI Property | Transfer |
| 021943 | Dispose | Shields Property | Transfer |
| 021944 | Dispose | Parrish Property | Transfer |
| 021961 | Dispose | Black Warrior | Transfer |
| 021962 | Dispose | Land Purchase | Transfer |
| 022034 | Dispose | Repair O Sullivan Property | Transfer |
| 022035 | Dispose | Repair O Sullivan Property | Transfer |
| 022036 | Dispose | Repair Reimburse Property | Transfer |
| 022037 | Dispose | Repair Reimburse Property | Transfer |
| 022038 | Dispose | Repair O Sullivan Property | Transfer |
| 022039 | Dispose | Repair Lewis Property | Transfer |
| 022040 | Dispose | Repair Weaver Agency | Transfer |
| 022041 | Dispose | Repair B ham WW Property | Transfer |
| 022042 | Dispose | Repair Walker Property | Transfer |
| 030528 | Dispose | Land Purchase | Transfer |
| 030682 | Dispose | Real Estate Purchase | Transfer |
| 030816 | Dispose | Purchase Village Creek | Transfer |
| 030866 | Dispose | Dell Laptop Computer | Transfer |
| 031165 | Dispose | Land Purchase | Transfer |
| 031431 | Dispose | Purchase Ala West | Transfer |

| | | | |
|--------|---------|--------------------------------------|----------|
| 031576 | Dispose | Purchase US Steel | Transfer |
| 031577 | Dispose | Purchase Cahaba G-Scouts | Transfer |
| 031578 | Dispose | Pur. B'ham WW Property | Transfer |
| 031579 | Dispose | Purchase Douglas Rosser | Transfer |
| 041095 | Dispose | Dell Optiplex Computer | Transfer |
| 040196 | Dispose | Dell Optiplex Computer | Transfer |
| 040197 | Dispose | Dell Optiplex Computer | Transfer |
| 040198 | Dispose | Dell Optiplex Computer | Transfer |
| 040227 | Dispose | Video Projector | Transfer |
| 050425 | Dispose | Land Owned-Conn's | Transfer |
| 050445 | Dispose | Land | Transfer |
| 050448 | Dispose | Land | Transfer |
| 050501 | Dispose | Purchase Black Warrior | Transfer |
| 050561 | Dispose | Land | Transfer |
| 050565 | Dispose | Land City of Midfield | Transfer |
| 050573 | Dispose | Land Black Warrior | Transfer |
| 051002 | Dispose | Land Purchase | Transfer |
| 051116 | Dispose | Compass Bank Property | Transfer |
| 051129 | Dispose | Purchase Atkins & Johnson | Transfer |
| 051130 | Dispose | City of Vestevia Property | Transfer |
| 060648 | Dispose | Laptop Computer | Transfer |
| 060979 | Dispose | Purchase Land Black Warrior | Transfer |
| 060991 | Dispose | Purchase Land Karen Edwards Property | Transfer |
| 061036 | Dispose | Marvel City Park Property | Transfer |
| 072396 | Dispose | Land Survey Kewish Prop. | Transfer |
| 072397 | Dispose | Kewish Property-Turkey Creek | Transfer |
| 072398 | Dispose | Five Mile Creek | Transfer |
| 072399 | Dispose | Five Mile Creek Design | Transfer |
| 072445 | Dispose | Village Creek Acquisition | Transfer |
| 072446 | Dispose | Five Mile Creek | Transfer |
| 072447 | Dispose | Five Mile Creek | Transfer |
| 072448 | Dispose | Appraisal Village Creek | Transfer |
| 072457 | Dispose | Land Legal Expense | Transfer |
| 072505 | Dispose | Piper Family Property | Transfer |
| 072512 | Dispose | Fifteenth Park Land | Transfer |
| 072513 | Dispose | Village Creek Land | Transfer |
| 073351 | Dispose | Kewish Property | Transfer |
| 073352 | Dispose | Partner Property | Transfer |

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

Mar-27-2007-391

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

Nursing Administration - CGMH

| | | | |
|-------|---------|-------------------|---------------|
| 45962 | Dispose | Copier | Salvage Parts |
| 45964 | Dispose | Copier | Salvage Parts |
| 45965 | Dispose | Copier | Salvage Parts |
| 45966 | Dispose | Copier | Salvage Parts |
| 45967 | Dispose | Copier | Salvage Parts |
| 45969 | Dispose | Copier | Replaced |
| 45976 | Dispose | Copier | Salvage Parts |
| 46148 | Dispose | Copier | Salvage Parts |
| 46539 | Dispose | Copier w/sorter | Salvage Parts |
| 46540 | Dispose | Copier w/sorter | Salvage Parts |
| 46793 | Dispose | Copier | Replaced |
| 47243 | Dispose | Reinforcing Steel | Unknown |

Environmental Services

| | | | |
|---------|---------|-----------------|---------------|
| E933206 | Dispose | Truck T3 RD609S | Auction |
| M-483 | Dispose | Lawn Tractor | Auction |
| M-472 | Dispose | Carter Pump | Destroyed |
| 002143 | Dispose | Truck Body | Auction |
| 002403 | Dispose | Truck Body | Auction |
| 0043955 | Dispose | Pressure Washer | Salvage Parts |
| 030713 | Dispose | PU 6K F150 | Auction |

| | | | |
|--------|---------|--------------------|---------------|
| 45058 | Dispose | Oscilloscope | Lost |
| 51010 | Dispose | Incubator | Lost |
| 51084 | Dispose | Ice Machine | Lost |
| 51092 | Dispose | Oven | Salvage Parts |
| 51099 | Dispose | Balance Electric | Salvage Parts |
| 51101 | Dispose | Distillation Unit | Salvage Parts |
| 51102 | Dispose | Balance Electric | Salvage Parts |
| 51103 | Dispose | Sample Treatment | Lost |
| 51127 | Dispose | Pressure Washer | Lost |
| 94371 | Dispose | Mower | Destroyed |
| 94494 | Dispose | Personal Computer | Lost |
| 94495 | Dispose | Analytical Balance | Lost |
| 960351 | Dispose | Sedan 4 DR Taurus | Auction |
| 970031 | Dispose | PU 6K F150 | Auction |
| 970798 | Dispose | Two Way Radio | Lost |
| 971158 | Dispose | Exhaust Fan | Lost |
| 980076 | Dispose | Dell Computer | Destroyed |
| 980115 | Dispose | Microwave | Lost |
| 981306 | Dispose | Drying Oven | Landfill |
| 981272 | Dispose | PU 6K 4X4 1500 | Auction |

Transfer

| | | | |
|--------|---------|-------------|----------|
| 002142 | Dispose | Truck Body | Transfer |
| 002144 | Dispose | Truck Body | Transfer |
| 981308 | Dispose | Still MP-3A | Transfer |

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

Mar-27-2007-392

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Iron Workers Local Union No. 92 for the use (rental) of a voting machine for their Election of Officers to be held on June 23, 2007, be and hereby is approved.

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

Mar-27-2007-393

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the City of Clay for use of use of voting machines for an election on May 8, 2007 to decide on implementing a 7.5 mill ad valorem tax for forming of their own school district, be and hereby is approved.

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

Mar-27-2007-394

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Master Interim Funding Agreement between Jefferson County, Alabama and Citicorp Vendor Financing for the new telephone system at Cooper Green Mercy Hospital in the amount of \$9,429.42 per month for sixty months.

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

Mar-27-2007-395

A RESOLUTION AND ORDER APPROVING A RENEWAL OF A LETTER OF CREDIT
FACILITY GUARANTEEING FINANCIAL PERFORMANCE IN CONNECTION WITH
THE COUNTY'S OWNER-CONTROLLED INSURANCE PROGRAM AND
APPROVAL OF RELATED APPLICATION AND AGREEMENT

BE IT RESOLVED AND ORDERED BY THE JEFFERSON COUNTY COMMISSION (the "Commission"), as follows:

1. The Commission has ascertained and does hereby find and declare that it is in the public's interest that Jefferson County (the "County") establish through the account of Regions Bank a letter of credit facility to guarantee the County's financial performance in connection with the County's Owner-Controlled Insurance Program (The "County Insurance Program") with Hilb, Rogal & Hamilton, said County Insurance Program having been previously approved and adopted by the Commission by resolution and order on September 2, 2003.

2. The County does hereby approve, ratify, confirm, consent and authorize the delivery by Regions Bank of its Standby Letter of Credit Number 78317925 dated March 3, 2004 (the "Letter of Credit"), a copy of which is attached hereto as Exhibit "A," in favor of Liberty Mutual Insurance Company for the account of the County, including any renewals, extensions or amendments thereto or thereof.

3. The Commission acting on behalf of the County hereby approves and authorizes the execution and delivery of that certain Customer Renewal Request (the "Renewal Request") dated the date thereof extending the maturity date of the Letter of Credit from March 3, 2007 to March 3, 2008.

4. In connection with the establishment of the Letter of Credit and the Renewal Request, Regions Bank requested that the County enter into that certain Application and Agreement for Standby Letter of Credit (the "Credit Agreement"), executed on March 3, 2004, a copy of which is attached hereto as Exhibit "B," and said County hereby approves, ratifies, confirms, consents, authorizes and agrees to the terms provided therein, including, inter alia, the County's obligation to immediately reimburse Regions Bank for, or to deposit funds with Regions Bank prior to, any advances made by Regions Bank pursuant to the Letter of Credit. The execution and delivery of the Credit Agreement by Billy R. Morace, Jr., of County General Services acting on behalf of the County, is hereby ratified and confirmed and said execution and delivery of said Credit Agreement signifies that said Credit Agreement has been duly adopted and approved by the County as an enforceable and binding agreement in accordance with its terms.

5. The Letter of Credit, Renewal Request and Credit Agreement presented to and considered at this meeting shall be filed in the permanent records of the County.

6. Bettye Fine Collins (Authorized President), in his/her capacity as the President of the Commission of the County, is hereby

authorized and directed to: do and perform or cause to be done or performed in the name and on behalf of the County such other acts, and to execute, deliver and file such related financing documents, contracts and certificates all as may be necessary or desirable to carry out the provisions of this resolution and order or to complete the financing herein authorized; and execute and deliver to Regions Bank such certified copies of proceedings of the County and such closing papers, proofs and statements containing such representations of fact and law as maybe necessary to demonstrate the validity and legality of the Letter of Credit, Renewal Request, and the Credit Agreement including any applicable debt limit certificates requested by Regions Bank verifying that the County's obligation(s) to reimburse Regions Bank for any advances on the Letter of Credit will not exceed the County's constitutional debt limit.

After said resolution and order had been discussed and considered in full by the County Commission, it was moved by Commissioner Carns that said resolution be now adopted. The motion was seconded by Commissioner Humphries. The question being put as to the adoption of said motion and the passage and adoption of said resolution, the roll was called with the following results:

Ayes: Carns, Humphries, Collins and Langford.

Nays:

Adopted this 27th day of March, 2007,

SEAL

Bettye Fine Collins

President of the Jefferson County Commission

Attest:

Its: Minute Clerk

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

"Aye" Carns, Humphyres, Collins and Langford.

Mar-27-2007-396

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Dan R. Burchfield to serve on the Warrior River Water Authority Board of Directors, Place No. 3, beginning March, 2007 and ending March, 2013, be and hereby is approved.

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

Communication was read from Roads & Transportation recommended the following;

1. Alabama Gas Corporation to install 1,960' of 2" gas main in Gresham Woods Subdivision off of Dolly Ridge Road in Vestavia.
2. Mulga Water to install 350' of 2" water main at 6th Avenue and Division Place in Mulga.
3. Birmingham Water Works to install 1,530' of 8" and 1,000' of 4" water main in Franklin Parc Subdivision (2^d Sector) in Kimberly/Trafford.
4. Utility Lines Construction Services to install 1,500' of power cable in Olde Sardis Subdivision off of Sardis Road.
5. Conquest United to install 3,005' of power cable in Lakeview Vista Townhomes off of 25th Avenue in Center Point.
6. BellSouth to install 710' of buried cable near 2850 Acton Road in Vestavia Hills.
7. BellSouth to install 340' of buried cable and 40' culvert on Sicard Hollow Road in Cahaba Heights.

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

Mar-27-2007-397

A RESOLUTION RETIRING ONE UNIT AND PLACING
ONE RETIRED COUNTY UNIT BACK INTO SERVICE

WHEREAS, the Jefferson County Fleet Manager has determined that unit B100 be retired due to age and condition of the unit.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that retired vehicle D95142 be placed back into service replacing the above referenced unit.

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

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

Mar-27-2007-398

A RESOLUTION IDENTIFYING SURPLUS COUNTY
EQUIPMENT AND AUTHORIZING THE DISPOSAL OF
SAID EQUIPMENT VIA INTERNET AUCTION, GOVDEALS.COM

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

WHEREAS, the County Purchasing Agent has received various other County assets retired from user departments,

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

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Purchasing Agent is authorized to dispose of the attached list of County assets.

| VEHICLE | DESCRIPTION | VIN | ASSET # |
|--------------------|--------------------------|--------------------|---------|
| TRUCKS | | | |
| B846 | TRUCK S SVS 85 | 1FDJF3714FNA47140 | B846 |
| B903104 | PU 10K F350 90 | 1FTJW35GXLKA01706 | B903104 |
| B903107 | TRUCK 10K SVS F350 90 | 1FTJX35G5LKA72330 | B903107 |
| B983212 | TRUCK 8K 4X4 SVS 2500 | 1GCGK29R2WE222248 | 981641 |
| C008301 | TRUCK 8K SVS 2500 00 | 1GDGC24RSYF496129 | 001972 |
| AUTOMOBILES | | | |
| A946023 | SEDAN 4 DR C V G/W 94 | 2FALP71 W6RX159596 | A946023 |
| A966031 | 2FALP71WXTX139357 | SEDAN 4 DR C V G/W | 960828 |
| A976006 | SEDAN 4 DR TAURUS 97 | 1FALP52U9VA196548 | 970380 |
| A976202 | SEDAN 4 DR LUMINA G/W 97 | 2G1 WL52M7V9239453 | 971041 |
| A976210 | SEDAN 4 DR C V G/W 97 | 2FALP71WXVX188500 | 971438 |
| A976233 | SEDAN 4 DR TAURUS 97 | 1FALP52U3VA196559 | 970391 |
| A978302 | SUV AT4 EXPLORER 97 | 1FMDU34XIVUC99282 | 971107 |
| A996015 | SEDAN 4 DR LUMINA 99 | 2GIWL52KXX9200468 | 990628 |
| A996207 | SEDAN 4 DR LUMINA 99 | 2G1WL52K9X9202745 | 990626 |
| A038301 | SUV AT4 DURANGO 03 | 1D4HS38N33F555723 | 030709 |

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

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

Mar-27-2007-399

A RESOLUTION IDENTIFYING SURPLUS COUNTY
EQUIPMENT AND AUTHORIZING THE DISPOSAL OF
SAID EQUIPMENT AT THE COUNTY AUCTION APRIL 25, 2007

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

WHEREAS, the County Purchasing Agent has received various other County assets retired from user departments,

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the following list of County assets is hereby declared to be surplus property, removed from the fixed assets inventory and disposed of at the auction of April 25, 2007.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Purchasing Agent is authorized to dispose of the attached list of County assets and that authorization is hereby given to the Auctioneer, acting as the County agent. To sign all required papers.

| Vehicle | VIN | Description | Asset # |
|---------|-----|-------------|---------|
|---------|-----|-------------|---------|

AUTOMOBILES

| | | | |
|----------|---------------------|------------------------|--------|
| A961219 | 1FALP52U2TA237048 | SEDAN 4 DR TAURUS 96 | 960353 |
| A963206 | 1FALP52U9TA237046 | SEDAN 4 DR TAURUS 96 | 960351 |
| A966014 | 2FALP71 W4TX139323 | SEDAN 4 DR C V G/W 96 | 960795 |
| A966210 | 2FALP71W5TX139394 | SEDAN 4 DR C V G/W 96 | 960813 |
| A966219 | 2FALP71W2TX139353 | SEDAN 4 DR C V G/W 96 | 960811 |
| A974102 | 2G1 WL52M3V9322751 | SEDAN 4 DR LUMINA 97 | 971340 |
| A976006 | 1FALP52U9VA196548 | SEDAN 4 DR TAURUS 97 | 970380 |
| A976041 | 2G1 WL52MXV9234523 | SEDAN 4 DR LUMINA | 971048 |
| A976046 | 2G1WL52M2V9236508 | SEDAN 4 DR LUMINA | 971053 |
| A976053 | 1FMFU18L2VLB63964 | SUV AT4 EXPEDITION 97 | 971084 |
| A976055 | 2G1WL52M8V9239347 | SEDAN 4 DR LUMINA | 971046 |
| A976060 | 1FMFU18L3VLC25047 | SUV AT4 EXPEDITION 97 | 971344 |
| A976089 | ZFALP71 W2VX188474 | SEDAN 4 DR C V G/W 97 | 971487 |
| A976096 | 2FALP71WXVX188495 | SEDAN 4 DR C V G/W 97 | 971494 |
| A976201 | 2G1 WL52M6V9239167 | SEDAN 4 DR LUMINA | 971042 |
| A976217 | 2FALP71W6VX188462 | SEDAN 4 DR C V G/W 97 | 971445 |
| A976218 | 2FALP71 W8VX188480 | SEDAN 4 DR C V G/VV 97 | 971446 |
| A976228 | ZFALP71W2VX188488 | SEDAN 4 DR C V G!W 97 | 971456 |
| A976229 | 2FALP71 W4VX207820 | SEDAN 4 DR C V G/W 97 | 971457 |
| A976235 | 1FALP52U3VA196576 | SEDAN 4 DR TAURUS 97 | 970403 |
| A976237 | 2FALP71W5VX188517 | SEDAN 4 DR C V G/W 97 | 971483 |
| A976238 | 2FALP71W5VX188453 | SEDAN 4 DR C V G/W 97 | 971495 |
| A981202 | 1FAFP52UOWA156597 | SEDAN 4 DR TAURUS 98 | 980120 |
| A983216 | 1FAFP52U5WA161679 | SEDAN 4 DR TAURUS 98 | 980125 |
| A984501 | 1FAFP52U7WA149257 | SEDAN 4 DR TAURUS 98 | 980112 |
| A986009 | S1FMFU18L7WLH96948 | UV AT4 EXPEDITION 98 | 981830 |
| A9860.11 | 2FAFP71 W3WX177448 | SEDAN 4 DR C V G/W 98 | 981792 |
| A986203 | 2FAFP71 W5WX177452 | SEDAN 4 DR C V G/W 98 | 981788 |
| A986205 | 2FAFP71 W3WX126757 | SEDAN 4 DR C V G/W 99 | 990013 |
| A991206 | 1FAFP53U8XA187080 | SEDAN 4 DR TAURUS 99 | 990335 |
| A994101 | 1FAFP53UIXA283519 | SEDAN 4 DR TAURUS 99 | 000775 |
| A996008 | 2FAFP71 WOXX1 13658 | SEDAN 4 DR C V G/W 99 | 990020 |
| A996201 | 2FAFP71 W2XXI 13662 | SEDAN 4 DR C V G/W 99 | 990014 |
| A006020 | 2FAFP71 W7YXI33228 | SEDAN 4 DR C V G/W 00 | 001573 |
| A006022 | 2FAFP71 WSYXI33227 | SEDAN 4 DR C V G/W 00 | 001571 |
| A006048 | 2FAFP71 W8YXI33206 | SEDAN 4 DR C V G/W 00 | 001270 |
| A006050 | 2FAFP71 W4YXI33199 | SEDAN 4 DR C V G/W 00 | 000734 |
| A006051 | 2FAFP71 W7YXI33195 | SEDAN 4 DR C V G/W 00 | 000730 |
| A006206 | 2FAFP71 W3YXI33212 | SEDAN 4 DR C V 00 | 001276 |
| A006210 | 2FAFP71 W7YXI33214 | SEDAN 4 DR C V G/W 00 | 001278 |
| A018302 | 1FAFP52U0IAI85381 | SEDAN 4 DR TAURUS 01 | 010652 |

TRUCKS

| | | | |
|---------|---------------------|--------------------------|---------|
| B100 | IHTLCHYM4HHA18739 | TRUCK S SVS 87 | B-100 |
| B973006 | 1FTDX18WIVNB55369 | PU 6K 4X4 F150 97 | |
| B973007 | 1FTDX18WXVNB55368 | PU 6K 4X4 F150 97 | 970029 |
| B973013 | 3B7HF13Y8VG768627 | PU 6K 4X4 1500 97 | 970433 |
| B973501 | 1FTDR15XIVPA20081 | PU 5K 4X4 RANGER 97 | 971733 |
| B973508 | 1FTDX18W6VNB45243 | PU 6K 4X4 F150 97 | 970030 |
| B973509 | 3B7HF13Y3VG794651 | PU 6K 4X4 1500 97 | 970778 |
| B976039 | 1FTEX27LXVNC33973 | PU 8K F250 97 | 970697 |
| B981505 | 1GCEK19M2WE178290 | PU 6K 4X4 1500 98 | 981240 |
| B993516 | 3B7HF12YIXG174448 | PU 6K 4X4 1500 99 | 990638 |
| C921414 | 1FTJX35GINKB47639 | PU I OK CC EXPLOSIVE | |
| C921588 | 1FTFE24H9NHB32464 | VAN CARGO 7.2K E250 92 | |
| C923509 | 1FDJF37H6NNA94472 | TRUCK 10K SVS F350 92 | |
| C933201 | 1136ME3655PS189769 | TRUCK I OK SVS D350 93 | C933201 |
| C933203 | 1136ME3652PS233498 | TRUCK 10K SVS D350 9 | C933203 |
| C951502 | 1GDKC34FISJ527814 | TRUCK 15K SVS 3500 HD | 960281 |
| C951610 | 1GDKC34F8SJ527812 | PU 15K AERIAL 95 | 960318 |
| C958304 | 1FBHE31H2SHB43289 | VAN 8K CARGO 95 | C958304 |
| C978303 | 1FTJE34L2VHC13326 | VAN CARGO E350 97 | 971679 |
| D853202 | 1HTLCHYN3FHA43816 | TRUCK S D 85 | C-201 |
| D901316 | 1HTSCCFL6LH257983 | TRUCK S D CC 4700 90 | D901316 |
| D901318 | 1HTSCCFLXLH257985 | TRUCK S D CC 4700 90 | D901318 |
| D901320 | 1HTSCCFL3LH257997 | TRUCK S D 4700 90 | D901320 |
| D901504 | 1FDXF80C6SVA60954 | TRUCK 33K SVS T800 1995 | D951419 |
| D901604 | TRUCK S POST DRIVER | 1HTSCCFL2LH271296 | D901604 |
| D903202 | 1GDM7DIY4LV506510 | TRUCK S FUEL C7D042 90 | 970584 |
| D911403 | 4V2DAFADOMN640489 | TRUCK S ASPHALT WCA42 91 | D911403 |
| D928307 | 1FDWK74P5NA36597 | TRUCK BUCKET S F700 92 | D928307 |
| E931502 | 1HTSHN2ROPH465953 | TRUCK T LUKE 4900 93 | E931502 |
| D941404 | 1GDP7HIJRJ506097 | TRUCK S D TC711042 94 | D941404 |
| E951310 | 1HTGGAETOSH673266 | TRUCK T D 2574 95 | E951310 |

EQUIPMENT

| | | |
|---------|-------------|----------------------|
| F708301 | E2352772293 | FORKLIFT ELECTRIC 70 |
|---------|-------------|----------------------|

| | | | |
|---------|----------------|----------------------------|---------|
| F881502 | GP 12704606800 | FORKLIFT GPS 15 88 | F881502 |
| F914302 | 305218 | SWEEPER 5800GN | F914302 |
| F941307 | T0710DD797350 | BACKHOE LOADER 710D 94 | F941307 |
| F941314 | 60210553 | ROLLER VIBRATORY DYNAP | F941314 |
| F961310 | 45755 | PAVING MACHINE | 960725 |
| F971412 | 9BLO1788 | LOADER TRACK 963 97 | 971357 |
| F971415 | 200662 | GRADER C80A 97 | 971585 |
| H921324 | L02355R765714 | TRACTOR MOWER BOOM | H921324 |
| H921417 | L02355R764821 | TRACTOR MOWER BOOM 2355 92 | H921417 |
| H921418 | L02355R765715 | TRACTOR MOWER BOOM 2355 92 | H921418 |
| H921419 | L02355R765716 | TRACTOR MOWER BOOM 2355 92 | H921419 |
| H931311 | LV5400D241592 | TRACTOR FLAIL 5400 93 | H931311 |
| H951304 | LV5400E440330 | TRACTOR 5400 JOHN DEERE 95 | H951304 |
| M497 | 91P2137 | COMPACTOR DIRT 815 81 | M497 |
| M576 | N384862 | FORKLIFT GDP 150HA 84 | M576 |
| M610 | SHOP BUILT | | |

TRAILERS

| | | | |
|---------|---------------------|--------------------------|---------|
| T921317 | PHTB2242AO142 | TRAILER ROLLER 12 T | 921317 |
| T931415 | 1178 | POTHOLE PATCHER 81 DJ 93 | T931415 |
| T951423 | ASMZ431SEHF411DC121 | TRAILER POTHOLE PATCHER | 960180 |

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

Mar-27-2007-400

A RESOLUTION IDENTIFYING SURPLUS COUNTY EQUIPMENT AND
AUTHORIZING THE DISPOSAL OF SAID EQUIPMENT VIA SALE TO SCRAP YARD

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

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

| Vehicle | VIN | Description | Asset # |
|---------|-------------------|-----------------------|---------|
| A996202 | 2FAFP71W2XX113659 | SEDAN 4 DR C V G/W 99 | 990018 |

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

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

Mar-27-2007-401

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

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

Department: Roads & Transportation

Date: March 20, 2007

Purpose: Payment for Probate Court - Cost Bill

Case #195271 01 FILING COSTS

In the matter of CONDEMNATION - Jefferson County v Est. of Mary Alice Mitchell

Tr. No. 7 Mt. Olive Rd. #248 (Fieldstown to West Main St.)

Price: \$61.50

Pay to the order of: Judge of Probate
Mailing Address: Courthouse - Probate Court
Birmingham, AL 35203

Fund ##22 0000 52503 0000 70071

Check Delivery Code 5000

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

Mar-27-2007-402

RESOLUTION AUTHORIZING CONDEMNATION OF THE FOLLOWING DESCRIBED
PROPERTIES FOR THE PUBLIC PURPOSES SPECIFIED

BE IT RESOLVED BY THE JEFFERSON COUNTY Commission that the said Commission finds, determines, declares and hereby orders that:

1. The Public interest and necessity require the acquisition, construction and completion by Jefferson County, Alabama of a public improvement, namely Patton Chapel Road #512 (STPBH-7020(600) Tracts 5 and 6. The public interest and necessity require the acquisition of said improvement of the real property, or interest in real property hereinafter described.

2. It is necessary and in the public interest for Jefferson County, Alabama to construct, install and maintain Patton Chapel Road #512 (STPBH-7020(600) Tracts 5 and 6 in, over, on or under the hereinafter described lands, and the right to remove all improvements, trees, undergrowth and other obstructions situated on said lands, and also the right-to-enter upon said lands for the purpose of constructing, maintaining and repairing the said public improvement constructed or installed thereon, thereover, or thereunder.

3. That the County Attorney of Jefferson County hereby is, authorized, directed and empowered:

(a) To prepare, institute and prosecute for and in the name of Jefferson, County Alabama, condemnation proceedings pursuant to the constitution and statutes of the State of Alabama against the persons hereinafter named and the property hereinafter described and any and all other persons who own or are reputed to own, claim or assert any right, title or interest in or to the herein described property.

(b) To prepare, secure, execute and file any bonds necessary for security for costs or to obtain a right-of-entry to said property pending final disposition of said cause, and to appeal from any other of condemnation that may be entered in the Probate Court of Jefferson County, Alabama to the Circuit Court of Jefferson County, Alabama in respect to any parcel in the event any award made in the Probate Court in said cause as to said parcel may in the opinion of this Commission be excessive.

4. The property or interest in property which said County Attorney is by this Resolution authorized and directed to acquire for said public use is situated in Jefferson County, Alabama and the owner or owners of said property or the claimants of some right, title or interest therein are set out below, each of said individual persons so named being over the age of twenty-one (21) years, a resident of Jefferson County, Alabama and each corporation named being an Alabama Corporation unless otherwise specifically set out, each said party residing or having its principal place of business at the address set opposite their names.

Said proceedings to acquire and obtain for Jefferson County, Alabama an easement or right-of-way to install, construct and maintain Patton Chapel Road #512 (STPBH-7020(600) Tracts 5 and 6 in, over, upon or under the following described lands and the right to remove all improvements, trees, undergrowth or other obstruction situated on said property, and the right to prevent any person from placing or maintaining any obstruction of said lands and also the right to enter upon said lands for the purpose or constructing, maintaining, and repairing the public improvements installed or construction on, under, upon said lands described as follows:

PATTON CHAPEL ROAD
(ROAD #512)

Tract No. 5

Two parcels of right-of-way more particularly described as follows:

Parcel No. 1

Commence at the SW corner of the SW ¼ of the SW ¼ of Section 12, Township 19 South, Range 3 West, and run easterly along the south line of said quarter-quarter section a distance of 94.414 meters (309.76 feet); thence turn left an angle of 06° 21' 34" and run easterly a distance of 48.452 meters (158.96 feet); thence turn right an angle of 07° 20' 44.28" and run easterly a distance of 176.176 meters (578.00 feet); thence turn left an angle of 63° 03' 59.15" and run northeasterly a distance of 201.663 meters (661.622 feet); thence

turn right an angle of 49° 09' 59.08" and run easterly a distance of 185.590 meters (608.89 feet) to Point "A" for future reference; thence turn 180° and run westerly a distance of 28 meters (92 feet), more or less to the westerly right-of-way of U.S. Highway 31 and the point of beginning of a parcel of right-of-way of variable widths being bounded on the northerly side by the currently existing right-of-way of Patton Chapel Road and bounded on the southerly side by a line lying 11.000 meters (36.09 feet) southerly of and parallel to the following described line; thence continue westerly along the last described course a distance of 79 meters (259 feet), more or less, (said point being 108.094 meters (354.64 feet) from Point "A"). At this point the right-of-way is bounded on the southerly side by a line which increases in width to 15 meters (49.21 feet), at a point 1.52 meters (5 feet) ahead along the following described line; thence continue westerly along the last described course a distance of 1.52 meters (5 feet) to said point. At this point the right-of-way is bounded on the southerly side by a line lying 15 meters (49.21 feet) southerly of and parallel to the following described line; thence continue westerly along the last described course a distance of 5 meters (15 feet), more or less to the intersection of the northerly projection of the westerly property line of Grantor and the end of this parcel of right-of-way.

Parcel No. 2

Commence at Point A as described above; thence turn 180° from the previously described course and run westerly a distance of 119.597 meters (392.38 feet); thence turn left an angle of 94°07' 30" and run southerly a distance of 15 meters (49.21 feet) to the point of beginning of a parcel of right-of-way of variable widths being bounded on the westerly side by the currently existing easterly right-of-way of Old Columbiana Road and bounded on the easterly side by a line which begins at a point lying 9 meters (29.53 feet) easterly of at this point and reduces in width to 6.096 meters (20 feet) at a point 15 meters (49.21 feet) ahead along the following described line; thence continue southerly along the last described course a distance of 15 meters (49.21 feet) to said point and the end of this parcel of right-of-way.

Also a temporary construction easement more particularly described as follows:

A 4 meter (13.12 foot) temporary construction easement lying southerly of parallel to and abutting the parcel of right-of-way as described in parcel no.1 above.

All of said right-of-way and temporary construction easement lies in the SE ¼ of the SW ¼ of Section 12, Township 19 South, Range 3 West and the right-of-way contains 0.035 hectares (0.087 acres), more or less, and the temporary construction easement contains 0.031hectares (0.076 acres), more or less.

The temporary construction easement will terminate upon the completion and acceptance of said project and thereafter will constitute no cloud on the title of Grantor.

PATTON CHAPEL ROAD

Tract No. 6

(ROAD #512)

Two parcels of right-of-way more particularly described as follows:

Parcel No. 1

Commence at the SW corner of the SW ¼ of the SW ¼ of Section 12, Township 19 South, Range 3 West, and run easterly along the south line of said quarter-quarter section a distance of 94.414 meters (309.76 feet); thence turn left an angle of 06° 21' 34" and run easterly a distance of 48.452 meters (158.96 feet); thence turn right an angle of 07° 20' 44.28" and run easterly a distance of 176.176 meters (578.00 feet); thence turn left an angle of 63° 03' 59.15" and run northeasterly a distance of 201.663 meters (661.62 feet); thence turn right an angle of 49° 09' 59.08" and run easterly a distance of 65.993 meters (216.51 feet) to point "A" for future reference; thence turn right an angle of 85° 52' 30" and run southerly a distance of 40 meters (131.23 feet); thence turn 180° and run northerly along the last described course a distance of 10 meters (32.81 feet) to the point of beginning of a parcel of right-of-way of variable widths being bounded on the easterly side by the currently existing westerly right-of-way of Old Columbiana Road and bounded on the westerly side by a line which begins at a point lying 6.096 meters (20 feet) westerly of at this point and increases in width to 9 meters (29.53 feet) at a point 15 meters (49.21 feet) ahead along the following described line; thence continue northerly along the last described course a distance of 15 meters (49.21 feet) to said point. At this point the right-of-way is bounded on the westerly side by a line which increases in width to 11.6 meters (38 feet) at a point 3.5 meters (11.5 feet) ahead along the following described line; thence continue northerly along the last described course a distance of 3.5 meters (11.5 feet) to said point. At this point the right-of-way is bounded by a line lying 11.6 meters (38 feet) westerly of and parallel to the following described line; thence continue northerly along the last described course a distance of 4 meters (13 feet), more or less, to the intersection of the easterly projection of the northerly property line of Grantor and the end of this parcel of right-of-way.

Parcel No. 2

Commence at point "A" as described above; thence turn 180° from the previously described course and run westerly a distance of 4.233 meters (13.89 feet) to the point of beginning of a curve to the left having a central angle of 49° 09' 59.08", a radius of 135.000 meters (442.91 feet), and a tangent of 61.760 meters (202.62 feet); thence run westerly along the arc of said curve a distance of 8.799 meters (28.87 feet) to the point of beginning of a parcel of right-of-way of variable widths being bounded on the northerly side by the currently existing southerly right-of-way of Patton Chapel Road and bounded on the southerly side by a line which begins at a point lying

11.610 meters (38.09 feet) southerly of at this point and increases in width to 12 meters (39.37 feet) at a point 107.047 meters (351.2 feet) ahead along the following described line; thence continue westerly and southwesterly along the arc of said curve a distance of 50 meters (165 feet), more or less, to the intersection of the herein described parcel of right-of-way and the currently existing right-of-way of Patton Chapel Road and the end of this parcel of right-of-way.

Also a permanent drainage easement more particularly described as follows:

Commence at point "A" as described in the right-of-way of parcel no.1 above; thence turn 180° from the previously described course and run westerly a distance of 4.233 meters (13.89 feet) to the point of beginning of a curve to the left having a central angle of 49° 09' 59.08", a radius of 135.000 meters (442.91 feet) and a tangent of 61.76 meters (202.62 feet); thence run westerly along the arc of said curve a distance of 74.264 meters (243.65 feet) to the point of beginning of a permanent drainage easement of variable widths being bounded on the northwesterly side by the currently existing southeasterly right-of-way of Patton Chapel Road and bounded on the southeasterly side by a line lying 22 meters (72.18 feet) southeasterly of and parallel to the following described line: thence continue southwesterly along the arc of said curve a distance of 15 meters (49.21 feet) to the end of this permanent drainage easement.

All of said right-of-way and permanent drainage easement lies in the SE ¼ of the SW ¼ of Section 12, Township 19 South, Range 3 West and the right-of-way contains 0.020 hectares (0.049 acres), more or less, and the permanent drainage easement contains 0.008 hectares (0.019 acres), more or less.

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

Mar-27-2007-403

WHEREAS, Jefferson County Commission purchased a 1989 Buccaneer Admiral (80 feet by 16 feet) (Serial Number ALBUS12719) mobile home through the Flood Mitigation Program.

NOW BE IT RESOLVED that said trailer be declared as surplus property to be sold at the annual auction of Jefferson County on April 25, 2007 for a minimum of \$2,500.00. The purchaser would have to agree to remove it from the site within a 45 day period and relocate it to a site outside the 100 year flood zone.

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

Mar-27-2007-404

Be It Resolved by the Jefferson County Commission that the Board of Directors of the Birmingham-Jefferson Civic Center Authority is hereby urged to proceed with the expansion of the Civic Center with the immediate construction of the Entertainment District and without delaying for the development of an arena plan.

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

COOPER GREEN MERCY HOSPITAL GOVERNING BODY

Mar-27-2007-405

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following equipment be declared surplus and removed from fixes assets.

RE: REQUEST FOR EQUIPMENT AND/OR FURNISHINGS DISPOSAL

| | | | | |
|-----------------|------------|---------------|---------------------------|-----------------|
| Location: | Equipment: | Model Number: | Serial Number: | Hospital Asset: |
| Data Processing | Monitor | E7735 | CN-OY-135247606 -424-F3UQ | |

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

Mar-27-2007-406

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Robert Hunter, M.D. to provide psychiatric services to the County jails, a maximum of twenty hours per week, beginning January 1, 2007 and ending February 28, 2007 in the amount of \$150 per hour.

PERSONAL SERVICE CONTRACT

WHEREAS, Jefferson County Commission d/b/a Cooper Green Hospital provides health and dental care to the Jefferson County Jails;

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

WHEREAS, THE UNDERSIGNED, Robert Hunter, M.D., (hereinafter referred to as the "Contractee"), desires to furnish psychiatric professional services to the Hospital.

NOW THEREFORE, in consideration of the above recitals stated and the conditions and terms set forth below, the parties hereto SPECIFICALLY AGREE as follows:

1. COMPENSATION: The Hospital shall pay to Contractee the sum of one hundred fifty and no/100 dollars (\$150.00) per hour worked. The maximum number of Hours available for this contract is 1,040 per year.
2. TERM AND DURATION: The term of this agreement shall be for the period beginning January 1, 2007 through February 28, 2007 provided, however, either party may terminate the agreement by providing thirty (30) days written notice. The agreement shall immediately terminate should the Contractee become unable to perform under the terms of this agreement.
3. SPECIFIC SERVICES PROVIDED AND ASSIGNED:

Perform the duties of a licensed professional psychiatrist in the Jefferson County Jails for a maximum of twenty (20) hours per week per thus agreement. Additional hours and/or services may be authorized/added by mutual agreement in advance.

All such duties shall be performed in accordance with applicable standards, Hospital policy and procedures and State, Federal and Local laws. The Contractee Agrees to perform duties in psychiatric and emergency care for a maximum of 20 hours per week, fiftytwo (52) weeks per year. The Contractee agrees to document time worked per this agreement. In addition contractee shall:

- a) Assist with the development of policies of Hospital as they pertain to agreed upon mental health services.
- b) Monitor and evaluate the quality and appropriateness of patient care provided.
- c) Provide professional assistance to the assigned Hospital administrator as needed.
- d) Review, approve acid support treatment protocols, formularies and procedures established by the Hospital, including compliance with current prudent clinical documentation standards as they relate to accreditation and regulatory agency requirement.
- e) Abide by guidelines established or agreed to by Hospital such as AMA or NCCHC as applicable.
- f) Utilize the Hospital formulary where clinically appropriate in prescribing medications.
- g) Submit an invoice for services performed pursuant to this agreement at least monthly. Said invoice shall document dates and hours worked to designated Hospital administrator.
- h) Make appropriate referrals to health care providers as agreed upon with whom the Hospital has ongoing professional relationships.
- i) Make no referral to other providers with which the contractee has any direct financial interest.
- j) Observe and follow Hospital procedures and policies, including (but not limited to) quality assurance, risk management and utilization review.
- k) Maintain medical practice standards in compliance with relevant national and local standards.
- l) Practice universal precautions in performance of medical services, in compliance with Infection Control procedures and in accordance with applicable local, state and national practices.
- m) Make himself available via telephone to consult on patient needs, including evaluation of mental problems, making

mental health care decisions, providing prescriptions via phone as needed, emergency room referrals and other telephone/electronic consultation that is permissible by accepted standards and laws.

- n) Agrees to cooperate with the Hospital in defense of any litigation.
- o) Shall document all mental interventions and outcomes in the medical record which is maintained for the inmate receiving services.

4. **QUALIFICATIONS OF CONTRACTEE** Contractee must present evidence of licensure upon initiation of this contract and maintain

licensure for the duration of this contract. Contractee must maintain insurance under a general and professional liability insurance policy covering services to be performed under this agreement which provides minimum coverage of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate, or a higher amount if such is required by State or local law, regulation or medical society practice. Contractee shall provide and maintain a current certificate of insurance prior to commencement of services and at such time the coverage is renewed for the duration of this agreement. The Hospital shall be listed as an additional insured on said policy. The Contractee shall give thirty (30) days written notice prior to any policy reduction, change in coverage or refusal to renew coverage.

5. **OTHER BENEFITS AND COMPENSATION:** It is specifically agreed and acknowledged between the parties herein that Contractee shall not be entitled to any benefits and/or form of compensation except that listed specifically above at Paragraph (1) herein, and further, it is specifically agreed and acknowledged by the parties herein that Contractee is not entitled to any rights and privileges of any form whatsoever, whether compensation, leave, or other customary employee benefits. The Contractee shall not receive worker's compensation coverage or his employees. Should such coverage be required by law, it is the responsibility of the Contractee to obtain the appropriate coverage.

6. **TAXES:** The Contractee acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractee is obligated for all occupational taxes including FICA, county and city occupational taxes and workman's compensation, and that the Hospital has no other obligations for same under this contract. The Contractee will furnish the Hospital with information necessary for Form 1099 reporting and other information required by law. Further, Contractee specifically waives any claim or right to an employer/employee relationship between the Contractee and the Hospital.

7. **CONFIDENTIALITY:** All information obtained by Contractee while carrying out his responsibility under this contract is to be held in strict confidence with absolute non-disclosure to third parties unless required by applicable law. Contractee agrees to abide by all applicable local, state and federal laws and regulations with regard to protected health information of inmates.

8. **NONDISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, or handicap of resident and/or other staff involved.

9. **STATEMENT OF INTEREST:** The parties hereto agree that nepotism does not exist between either the Contractee or any member of the Hospital nor are the parties hereto receiving pecuniary benefits other than those identified in the Contract, and that there exists no conflict of interest or relationship between the parties. By signature below, the contractee certifies that no part of the funds paid by the Hospital 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 Hospital 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.

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

CONTRACTEE

JEFFERSON COUNTY COMMISSION d/b/a Cooper Green Hospital

Robert Hunter, M.D.

Betty Fine Collins, Commission President

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Adam Robertson, M.D. to provide medical services to the County Jails, a maximum of ten hours per week, beginning January 1, 2007 and ending February 28, 2007 in the amount of \$125 per hour.

PERSONAL SERVICE CONTRACT

WHEREAS, Jefferson County Commission d/b/a Cooper Green Hospital provides health and dental care to the Jefferson County Jails;

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

WHEREAS, THE UNDERSIGNED, Adam Robertson, M.D., on behalf of First Line Care, P.C. (hereinafter referred to as the "Contractee"), desires to furnish physician professional services to the Hospital.

NOW THEREFORE, in consideration of the above recitals stated and the conditions and terms set forth below, the parties hereto SPECIFICALLY AGREE as follows:

1. COMPENSATION: The Hospital shall pay to Contractee the sum of one hundred twenty five and no/100 dollars (\$125.00) per hour worked. The maximum number of Holes available for this contract is 600 per year. In addition, the Hospital shall compensate Contractee the sum of one hundred twenty-five and no/100 (\$125.00) per eight (8) hour shift covered on call. Call shall routinely be scheduled one week per month and shall cover 21 shifts (three shifts per day for seven days). Other on call shifts may be scheduled by mutual agreement.

2. TERM AND DURATION: The term of this agreement shall be for the period beginning January 1, 2007 through February 28, 2007 provided, however, either party may terminate the agreement by providing thirty (30) days written notice. The agreement shall immediately terminate should the Contractee become unable to perform under the terms of this agreement.

3. SPECIFIC SERVICES PROVIDED AND ASSIGNED:

Perform the duties of a licensed professional physician in the Jefferson County Jails for a maximum of ten (10) hours per week per this agreement. Additional hours and/or services may be authorized/added by mutual agreement in advance.

All such duties shall be performed in accordance with applicable standards, Hospital policy and procedures and State, Federal and Local laws. The Contractee Agrees to perform duties in psychiatric and emergency care for a maximum of 10 hours per week, fifty two (52) weeks per year. On call hours shall be by mutual agreement. The Contractee agrees to document time worked per this agreement. Also contractee shall:

- a) Assist with the development of policies of Hospital as they pertain to agreed upon medical health services.
- b) Monitor and evaluate the quality and appropriateness of patient care provided.
- c) Provide professional assistance to the assigned Hospital administrator as needed.
- d) Review, approve and support treatment protocols, formularies and procedures established by the Hospital, including compliance with current prudent clinical documentation standards as they relate to accreditation and regulatory agency requirement.
- e) Abide by guidelines established or agreed to by Hospital such as AMA or NCCHC as applicable.
- f) Utilize the Hospital formulary where clinically appropriate in prescribing medications.
- g) Submit an invoice for services performed pursuant to this agreement at least monthly. Said invoice shall document dates and hours worked to designated Hospital administrator.
- h) Make appropriate referrals to health care providers as agreed upon with whom the Hospital has ongoing professional relationships.
- i) Make no referral to other providers with which the contractee has any direct financial interest.
- j) Observe and follow Hospital procedures and policies, including (but not limited to) quality assurance, risk management and utilization review.
- k) Maintain medical practice standards in compliance with relevant national and local standards.
- l) Practice universal precautions in performance of medical services, in compliance with Infection Control procedures and in accordance with applicable local, state and national practices,
- m) Make himself available via telephone to consult on patient needs, including evaluation of mental problems, making medical care decisions, providing prescriptions via phone as needed, emergency room referrals and other telephone/electronic consultation that is permissible by accepted standards and laws.
- n) Agrees to cooperate with the Hospital in defense of any litigation.
- o) Shall document all medical interventions and outcomes in the medical record which is maintained for the inmate receiving services.

4. QUALIFICATIONS OF CONTRACTEE: Contractee must present evidence of licensure upon initiation of this contract and

maintain licensure for the duration of this contract. Contractee must maintain insurance under a general and professional liability insurance policy covering services to be performed under this agreement which provides minimum coverage of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate, or a higher amount if such is required by State or local law, regulation or medical society practice. Contractee shall provide and maintain a current certificate of insurance prior to commencement of services and at such time the coverage is renewed for the duration of this agreement. The Hospital shall be listed as an additional insured on said policy. The Contractee shall give thirty (30) days written notice prior to any policy reduction, change in coverage or refusal to renew coverage.

5. OTHER BENEFITS AND COMPENSATION: It is specifically agreed and acknowledged between the parties herein that Contractee shall not be entitled to any benefits and/or form of compensation except that listed specifically above at Paragraph (1) herein, and further, it is specifically agreed and acknowledged by the parties herein that Contractee is not entitled to any rights and privileges of any form whatsoever, whether compensation, leave, or other customary employee benefits. The Contractee shall not receive worker's compensation coverage or his employees. Should such coverage be required by law, it is the responsibility of the Contractee to obtain the appropriate coverage.

6. TAXES: The Contractee acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractee is obligated for all occupational taxes including FICA, county and city occupational taxes and workman's compensation, and that the Hospital has no other obligations for wages under this contract. The Contractee will furnish the Hospital with information necessary for Form 1099 reporting and other information required by law. Further, Contractee specifically waives any claim or right to an employer/employee relationship between the Contractee and the Hospital.

7. CONFIDENTIALITY: All information obtained by Contractee while carrying out his responsibility under this contract is to be held in strict confidence with absolute non-disclosure to third parties unless required by applicable law. Contractee agrees to abide by all applicable local, state and federal laws and regulations with regard to protected health information of inmates.

8. NONDISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, or handicap of resident and/or other staff involved.

9. STATEMENT OF INTEREST: The parties hereto agree that nepotism does not exist between either the Contractee or any member of the Hospital nor are the parties hereto receiving pecuniary benefits other than those identified in the Contract, and that there exists no conflict of interest or relationship between the parties. By signature below, the contractee certifies that no part of the funds paid by the Hospital 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 Hospital 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.

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

First Line Care, P. C.

JEFFERSON COUNTY COMMISSION d/b/a Cooper Green Hospital

Adam Robertson, M.D.

Bettye Fine Collins, Commission President

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

Mar-27-2007-408

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment to Agreement between Jefferson County, Alabama and Health Revenue Integrity Services, Inc. which extends agreement term for one year, beginning January 1, 2007 and ending December 31, 2007, to update and revise Cooper Green Mercy Hospital's charge master in the amount of \$44,000.

AMENDMENT TO AGREEMENT

This Amendment is made effective the 1st day of January, 2007, by and between Jefferson County Commission, Alabama d/b/a

Cooper Green Mercy Hospital ("Hospital"), and Health Revenue Integrity Services, Inc. ("Contractor").

RECITALS

WHEREAS, Hospital and Contractor have previously entered into a Professional Service Agreement (the "Agreement"), dated January 1, 2006.

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

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

BE IT RESOLVED that Hospital and Contractor agree to renew the Agreement for an additional one year term, beginning on January 1, 2007 and ending on December 31, 2007, with all terms and covenants of the original agreement remaining unchanged.

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

Jefferson County Commission, Alabama d/b/a Cooper Green Hospital

Bettye Fine Collins, President

Jefferson County Commission

Health Revenue Integrity Services, Inc.

William L. Malm, ND

President

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

Mar-27-2007-409

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

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

Mar-27-2007-410

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Hospital and Helping Hands Hospice for CGMH to provide inpatient services for Helping Hands Hospice patients as required. This is a revenue account.

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

Mar-27-2007-411

RESOLUTION APPROVING THE CONTRACT WITH
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY

WHEREAS Clean Harbors is a leader in providing environmental and biohazard remediation services throughout the United States, and has submitted a competitive bid in response to Jefferson County Request for Proposal No. 10507;

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President of the Commission is hereby authorized to execute all documents necessary to enter into a Contract for Professional Services in an amount not to exceed \$75,000 per event with Clean Harbors Environmental Services, Inc. to coordinate the Jefferson County Household Hazardous Waste Collection Day for a renewable period of three years.

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

Mar-27-2007-412

RESOLUTION APPROVING THE USE OF THE CENTER POINT COURTHOUSE PARKING LOT
FOR THE JEFFERSON COUNTY HOUSEHOLD HAZARDOUS WASTE DAY

NOW, THEREFORE BE IT RESOLVED that the Jefferson County Commission hereby agrees to allow the use of the Center Point Courthouse Parking Lot on Saturday, April 21, 2007, as one of four locations to be used for the Jefferson County Household Hazardous Waste Day.

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

Mar-27-2007-413

RESOLUTION PROMOTE THE COMMUTE SMART RIDESHARE PROGRAM
FOR JEFFERSON COUNTY EMPLOYEES

NOW, THEREFORE BE IT RESOLVED that the Jefferson County Commission hereby approves the promotion of the Alabama Partners for Clean Air (APCA) Commute Smart Rideshare Program for participation by county employees. The Department of Environmental Protection will facilitate this program in conjunction with Commute Smart Rideshare.

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

Mar-27-2007-414

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Non-Disclosure and Data License Agreement between Jefferson County and _____ authorizing the use of Geographical Information Systems digital products and services in accordance with the approved County GIS fee schedule.

| | | | |
|--|--------------------|-----------------------------|----------------------|
| Blazer Group, LLC | Eva DuPree | Courtney J. Corley | Marie Vowels |
| ** Jerome Cannon Construction, Inc. | James Hyché | Insite Designs, Inc. | Michele Dulee |

JEFFERSON COUNTY GEOGRAPHIC INFORMATION SYSTEMS
NON-DISCLOSURE AND DATA LICENSE AGREEMENT

IN CONSIDERATION of the payment by LICENSEE of the applicable fees in accordance with the Jefferson County Geographic Information Systems fee schedule, Jefferson County hereby licenses and lets unto the following LICENSEE the use, for its own purposes and no other, of selected digital data elements as described below.

This LICENSE is subject to the following conditions and provisions:

A) The LICENSE hereby granted is for the use of the LICENSEE for its internal purposes only and may not be assigned, granted, sold, transferred, or in any other way made available to any other individual, firm, company, corporation or government or governmental agency without the specific written consent of Jefferson County.

B) The digital data elements licensed hereby are without any warranty whatsoever, express or implied, or for any particular purpose whatsoever and are accepted by LICENSEE "as is."

C) The term of this LICENSE shall be indefinite. Provided however, LICENSOR may terminate this LICENSE for breach of any of its conditions or provisions by delivery to LICENSEE of a written notice of termination. Upon such termination LICENSEE shall immediately return to LICENSOR all elements and items licensed hereby and all copies thereof. LICENSEE shall not be entitled to any refund of fees. LICENSEE shall be liable to LICENSOR for all damages resulting to or incurred by LICENSOR from the breach hereof.

GIS DIGITAL PRODUCTS AND SERVICES LICENSED HEREBY:

GIS Data and Services

** Data and Services

Executed on the dates reflected below by the duly authorized representatives of the parties hereto.

JEFFERSON COUNTY, ALABAMA

CONTRACTEE

Larry P. Langford, President

Jefferson County Commission

Shelia Smoot, Commissioner

Technology and Land Development

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

Mar-27-2007-415

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Probate Court to increase their petty cash fund by \$50 in order to fund an additional cash box, be and hereby is approved.

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

Mar-27-2007-416

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

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

W I T N E S S E T H:

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

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

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$17,500 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Purchase materials to erect a roof over the batting cages at the ballpark for Clay-Chalkville High School.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.

5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.

6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.

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

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

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

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

Jefferson County Board of Education

Dr. Phil Hammonds, Superintendent

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

Mar-27-2007-417

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

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

W I T N E S S E T H:

WHEREAS, the County recognizes that many Jefferson County residents suffer from or are susceptible to liver disease; and

WHEREAS, the County recognizes that organizations promoting healthful lifestyles and activities for its citizens as resources of the County; and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to assist in the development of a cure and treatment of liver disease and the scope of work below.

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 \$5,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide funds for the Viral Hepatitis Support Fund at the UAB Liver Center and provide research and education regarding liver disease.

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

Board of Trustees of the University of Alabama for the University of Alabama at Birmingham/Liver Center

Contractee

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

Mar-27-2007-418

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Habitat for Humanity of Greater Birmingham (hereinafter called the "Contractee").

WITNESSETH:

WHEREAS, the County recognizes civic and community agencies as valuable economic development resources of the County; and

WHEREAS, the County recognizes that it is in the public interest to have affordable housing for low income families; and

WHEREAS, the Contractee will assist in the economic development of the County through the revitalization of living conditions

for low income families in Jefferson County.

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$1,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide affordable housing to low-income families in Jefferson County.

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

Habitat for Humanity of Greater Birmingham

Contractee

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

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

| | | | |
|------------------------|--------|---------------------|--------|
| BEGINNING CHECK NUMBER | 388454 | ENDING CHECK NUMBER | 389307 |
|------------------------|--------|---------------------|--------|

Mar-27-2007-419

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute an approval on behalf of the County of an Assignment Agreement between Timberleaf II, LLC and Superior Bank of the reimbursement funds that may result from the Sanitary Sewer Construction/Participation Agreement between the County and Timberleaf II, LLC.

AGREEMENT

This Agreement is made this day of March, 2007, by and between Superior Bank ("Superior") and Timberleaf II, L.L.C. ("Timberleaf").

WHEREAS, Superior has agreed to lend Timberleaf the sum of Three Hundred Thirty Thousand and 00/100 Dollars (\$330,000.00); and

WHEREAS, said funds are to be used for the completion of a sanitary pump station and accompanying sanitary sewer; and

WHEREAS, Timberleaf has agreed to pledge to Superior, as collateral for said loan, the proceeds to be paid by Jefferson County to Timberleaf II, L.L.C. pursuant to a Sanitary Sewer Construction/ Participation Agreement ("Agreement") said Agreement is attached hereto as Exhibit "A"; and

WHEREAS, Jefferson County has agreed in paragraph 1 to reimburse Timberleaf up to the maximum amount of \$460,000.00.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Creation of Security Interest. In consideration of any financial accommodation given, to be given, or construed to Timberleaf by Superior, and as security for the payment of all debts, obligations, or liabilities now or hereafter existing, absolute, or contingent of Timberleaf to Superior ("Indebtedness"), Timberleaf shall assign, transfer, grant to, and pledge to Superior a security interest in the Collateral described in paragraph 2.
2. Collateral. Timberleaf hereby assigns, transfers, grants to, and pledges to Superior all right, title, and interest to the proceeds and funds payable to Timberleaf pursuant to said Agreement.
3. Indemnification. Timberleaf shall forever indemnify, defend, and hold Jefferson County and the Jefferson County Commission harmless from and against any and all actions, suits, proceedings, claims, losses, liabilities, damages, expenses, court costs, and reasonable attorneys fees, incurred, incident to, arising out of, or in any other way connected with actions taken by Jefferson County and/or the Jefferson County Commission pertaining to the payment of proceeds pursuant to the Agreement directly to Superior Bank.
4. Liability. Jefferson County and the Jefferson County Commission shall neither incur nor bear any responsibility or liability for the payment of proceeds pursuant to the Agreement directly to Superior Bank.
5. Payment of Proceeds. Jefferson County shall remit all proceeds directly to:

Superior Bank
17 North 20th Street
Birmingham, AL 35203
Attn: Travis McKay

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this

_____ day of March, 2007.

Timberleaf II, L.L.C.
Randy Brooks,
Its: Managing Member

Superior Bank
John F. Alexander
Its: Senior Vice President

AGREED TO:

Jefferson County, Alabama
Bettye Fine Collins, President
Jefferson County Commission

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

Thereupon the Commission Meeting was adjourned to meet Tuesday, April 3, 2007 at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk