

STATE OF ALABAMA)

JEFFERSON COUNTY) March 13, 2007

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

District 1 Larry Langford

District 2 Shelia Smoot

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Carns seconded by Commissioner Humphryes that the Minutes of March 6, 2007, be approved. Voting "Aye" Carns, Humphryes, Collins, Langford and Smoot.

Bids were received and publicly opened and read from the following contractors on the Jefferson County Courthouse Foundation Package project: ARD Contracting, McCrory Building Company and Russo Corporation

Bids were referred to General Services for tabulation, report and recommendation.

STAFF DEVELOPMENT

Multiple Staff Development

Coroner/2 Participants

Chris B. Moore	St. Louis, Missouri	\$1,582.00
Johnny Long, Jr.	Medicolegal Death Investigator Training Course April 22-27, 2007	\$1,835.40

Coroner/5 Participants

Pat Curry	Birmingham, Alabama	\$375.00
Paul Price	American Board of Medicolegal Death Investigators Exam	\$275.00
Ronnie Williams	Date to be determined after payment	\$275.00
Stan Pitts		\$375.00
Jack Parker		\$275.00

General Services/2 Participants

Shelia Garrett	Orange Beach, Alabama	\$706.89
C.D. Horton	Alabama APCO Conference	\$756.89

Sheriff's Dept./2 Participants

Tommy bridges	Kennesaw, Georgia	\$861.94
Carl Carpenter	2007 Cybercrime Summit March 19-23, 2007	\$861.94

Personnel Board/6 Participants (For Information Only)

Brian Bellenger	Frankfort, Kentucky	\$506.94
Rance Allman	Film test videos for Fire Lt. & Fire Capt. Exams	\$162.69
Jeffrey Crenshaw	February 16-17, 2006	\$396.75
Marty Alber		\$162.69
Dominga Gardner		\$162.69
Thomas Carnahan		\$162.69

Individual Staff Development

June Cooper	CGMH	Atlanta, Georgia	\$2,235.15
		12 th Annual Hospital Case Management Conference March 9-13, 2007	

Jeff Gunter	Land Dev.	Rogersville, Alabama	\$419.16
		Managing Floodplain Development through The National Flood Insurance Program May 20-24, 2007	

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

March 13, 2007

Vendor Number	Vendor	Description	Department	Amount
JOINT RESPONSIBILITY				
01	0010156	ALABAMA MESSENGER	TREASURER	15.00
02	0010924	COBBS ALLEN & HALL	PROBATE COURT	4755.00
03	0014302	GLENN ANDERSON	SHERIFF: BHAM JAIL	261.06
04	0015663	COMPASS BANK	STORM WATER MANAGEMENT	10.00
05	0028683	CHARTER ONE MORTGAGE	STORM WATER MANAGEMENT	10.00
06	0028683	CHARTER ONE MORTGAGE	STORM WATER MANAGEMENT	10.00
07	0034140	CHASE HOME FINANCE	STORM WATER MANAGEMENT	10.00
08	0034140	CHASE HOME FINANCE	STORM WATER MANAGEMENT	10.00
09	0034140	CHASE HOME FINANCE	STORM WATER MANAGEMENT	10.00
10	0034140	CHASE HOME FINANCE	STORM WATER MANAGEMENT	10.00
11	0034140	CHASE HOME FINANCE	STORM WATER MANAGEMENT	10.00
12	0034413	COMPASS BANK	STORM WATER MANAGEMENT	10.00
13	0034842	AURORA LOAN SVCS INC	STORM WATER MANAGEMENT	10.00
14	0036280	ABN AMRO MORTGAGE	STORM WATER MANAGEMENT	10.00
15	0038391	VELENCIA COLE	STORM WATER MANAGEMENT	10.00
16	0038392	COUNTRYWIDE HOME LOAN	STORM WATER MANAGEMENT	10.00
17	0038392	COUNTRYWIDE HOME LOAN	STORM WATER MANAGEMENT	10.00
18	0038393	ALISHA L DAHLE	STORM WATER MANAGEMENT	10.00
19	0038394	MICHAEL H DAVIS	STORM WATER MANAGEMENT	10.00
20	0038395	CHARLES DOYLE	STORM WATER MANAGEMENT	10.00
21	0038396	ADRIENE L EVANS	STORM WATER MANAGEMENT	10.00
22	0038396	ADRIENE L EVANS	STORM WATER MANAGEMENT	10.00
23	0038397	VERETTA B EVANS	STORM WATER MANAGEMENT	10.00
24	0038397	VERETTA B EVANS	STORM WATER MANAGEMENT	10.00
25	0038398	PETER COLE	STORM WATER MANAGEMENT	10.00
26	0038399	WILMA J BROWN	STORM WATER MANAGEMENT	10.00
27	0038400	DIANE BOYKINS	STORM WATER MANAGEMENT	10.00
28	0038401	DANIEL S BRECHIN	STORM WATER MANAGEMENT	10.00
29	0038402	WALLACE ANGER JR	STORM WATER MANAGEMENT	10.00
30	0038403	MARGARET ANN ONEILL	STORM WATER MANAGEMENT	10.00
31	0038403	MARGARET ANN ONEILL	STORM WATER MANAGEMENT	10.00
32	0038404	TONY L BLACK	STORM WATER MANAGEMENT	10.00
33	0038405	WEDZELL ESCOTT	STORM WATER MANAGEMENT	10.00
34	0038407	CSC CUST FOR STRATEGIC	STORM WATER MANAGEMENT	10.00
35	0038407	CSC CUST FOR STRATEGIC	STORM WATER MANAGEMENT	10.00
ROADS & TRANSPORTATION				
36	0029908	PROBATE CT OF JEFF CO	R&T: RIGHT OF WAY	22427.98
37	0038375	JAMES B BLANKENHORN	R&T: RIGHT OF WAY 3000.00	
38	0038376	SHONEYS PROPERTIES GROUP	R&T: RIGHT OF WAY 117000.00	
39	0038377	US DEPT OF HOUSING & URBAN	R&T: RIGHT OF WAY	2800.00
ENVIRONMENTAL SERVICES				
40	0038413	RED MOUNTAIN ASSOCIATION	ENVIRONMENTAL SERVICES	1452.50
HEALTH AND HUMAN SERVICES				
41	0014187	BLUE CROSS	JEFFERSON REHAB	116.00
42	0021004	POSTMASTER	CGH: ADMINISTRATION	160.00
43	0023370	LETHA DANIEL	JEFFERSON REHAB	30.00
44	0023373	FUNDS CARRIE KIRKSEY	JEFFERSON REHAB	30.00
45	0023386	JRHC PETTY CASH	JEFFERSON REHAB	140.00
46	0026506	BRENDA WILSON	JEFFERSON REHAB	30.00
47	0031255	COX RADIO INC	CGH: ADMINISTRATION	3499.45
48	0034381	ANGELA FRAZIER	JEFFERSON REHAB	30.00
49	0034744	EARLINE MATTHEWS	JEFFERSON REHAB	30.00
50	0034862	TOMMY DUNN	JEFFERSON REHAB	159.00
51	0034863	ROY MARTIN	JEFFERSON REHAB	173.00
52	0035013	DOUG TURNER	JEFFERSON REHAB	30.00
53	0035547	CHARLES DENSMORE	JEFFERSON REHAB	30.00
54	0036126	LATONYA PARKER	JEFFERSON REHAB	30.00
55	0036200	WILLIAM PARKER	JEFFERSON REHAB	30.00
56	0036617	MONICA STRICKLAND	JEFFERSON REHAB	206.00
57	0037376	DIANNE GOODWIN	JEFFERSON REHAB	20.00
58	0037494	BARBARA CARTER	JEFFERSON REHAB	14.00
59	0037668	OSCAR LESLIE	JEFFERSON REHAB	30.00
60	0037945	SHELLY WATKINS	JEFFERSON REHAB	30.00
61	0038026	TAMMY DAVIS	JEFFERSON REHAB	30.00
62	0038232	VALEN PAGE	JEFFERSON REHAB	30.00
63	0038406	IEHA	JEFFERSON REHAB	135.00
64	0038412	GIRL SCOUTS OF CAHAB	CGH: ADMINISTRATION	60.00
FINANCE AND GENERAL SERVICES				
65	0018017	THE BUREAU OF NATL A	PAYROLL	1499.00
66	0023501	STANDARD & POOR'S	FINANCE: ADMINISTRATION	5000.00
67	0023819	MOODY'S INVESTOR SER	FINANCE: ADMINISTRATION	5500.00
68	0023819	MOODY'S INVESTOR SER	FINANCE: ADMINISTRATION	5500.00
69	0032744	TRO/RITCHE ORGANIZATION	GEN SVCS: ADMINISTRATION	490.34
70	0032744	TRO/RITCHE ORGANIZATION	GEN SVCS: ADMINISTRATION	136.28
71	0033268	THE BANK OF NEW YORK	FINANCE: ADMINISTRATION	14300.00
72	0033268	THE BANK OF NEW YORK	FINANCE: ADMINISTRATION	6600.00
73	0038414	ASSOC OF GOVERNMENT	BUDGET MANAGEMENT	100.00
PERSONNEL BOARD				
74	0036011	BILLY JOHNSON	PER BD: TESTING	308.16
75	0037224	ANTHONY COLE	PER BD: TESTING	194.78
76	0037236	NORRIS PATTERSON	PER BD: TESTING	208.54

77	0038222	LISA BAKER	PER DIEM REIMBURSEMENT	PER BD: TESTING	196.66
78	0038224	LATOSHA CLEMONS	PER DIEM REIMBURSEMENT	PER BD: TESTING	129.16
79	0038378	ROGER HAGGARD	PER DIEM REIMBURSEMENT	PER BD: TESTING	176.96
80	0038379	CHRISTOPHER HONEYCUT	PER DIEM REIMBURSEMENT	PER BD: TESTING	164.70
81	0038380	CARLOS JONES	PER DIEM REIMBURSEMENT	PER BD: TESTING	297.64
82	0038381	JAMES KRESS	PER DIEM REIMBURSEMENT	PER BD: TESTING	100.00
83	0038382	PHIL LANGSTON	PER DIEM REIMBURSEMENT	PER BD: TESTING	217.44
84	0038383	SANDRA RICHARDS	PER DIEM REIMBURSEMENT	PER BD: TESTING	296.84
85	0038384	CHRISTINE RICHARDSON	PER DIEM REIMBURSEMENT	PER BD: TESTING	100.00
86	0038385	DENNIS SATCHER	PER DIEM REIMBURSEMENT	PER BD: TESTING	291.16
87	0038386	COREY SHOAF	PER DIEM REIMBURSEMENT	PER BD: TESTING	172.08
88	0038387	PHIL TAYLOR	PER DIEM REIMBURSEMENT	PER BD: TESTING	219.08
89	0038388	TERRY WALLER	PER DIEM REIMBURSEMENT	PER BD: TESTING	112.96
90	0038389	STEVE WILSON	PER DIEM REIMBURSEMENT	PER BD: TESTING	206.92
91	0038390	CHARLES CAMPBELL	PER DIEM REIMBURSEMENT	PER BD: TESTING	125.92

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

Langford, Smoot, Carns, Collins and Humphries.

REQUEST FOR CERTIFICATION

Probate Court

Administrative Assistant I - 2 positions

Sr. Court Clerk

Finance - Administration

Chief Accountant

Finance - Purchasing

Administrative Assistant I

Administrative Assistant II

Buyer

Principal Buyer

Training Specialist

Contracts Coordinator

Finance - Purchasing Intergovernmental

Administrative Assistant II

Land Development

Administrative Assistant III

GIS Tech I

Zoning Administrator

General Services - Central Food Service

Senior Security Officer

Administrative Assistant II

Department of Environmental Protection

Public Relations Coordinator - Regular & Provisional

Cooper Green Mercy Hospital - Pharmacy

Pharmacy Technician

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

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Economic Development \$56,236

Shift a Senior Human Resources (Gr. 24) position within the division. No Additional Funds Required.

2. Roads & Transportation/Bessemer \$0

Delete a Laborer II and a Laborer III position. No Additional Funds Required.

3. Roads & Transportation/Ketona \$0

Delete a Laborer III and a Laborer II position. No Additional Funds Required.

4. Cooper Green Mercy Hospital \$58,000.89

Shift funds to capital to replace OR lights. No Additional Funds Required.

5. Youth Detention \$32,000

Shift funds for the UAB contract for medical services for juvenile detainees. No Additional Funds Required.

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

6. Economic Development \$18,000

Shift funds and add purchasing memorandum to purchase a car for the Director. No Additional Funds Required.

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

Mar-13-2007-312

Be It Resolved by the Jefferson County Commission that the Finance Director is authorized to transfer \$18,000 from the General Fund (01) to Capital Account # 21260155501.

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

Mar-13-2007-313

Be It Resolved by the Jefferson County Commission that the Director of Economic Development is authorized to approve all minor modifications to program agreements for the Workforce Investment Act Program (WIA) and the Economic Development Program (ED) as a result of a shift in funds for budget items or a change in program narratives. Modifications that require additional funds or extension of time must be approved by the Jefferson County Commission. No additional funds are required by this resolution.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute a Sanitary Sewer Construction/Participation Agreement between Jefferson County and City of Trussville for the construction of sanitary trunk sewers. County participation in the cost of said project will be a maximum of \$354,351.00 payable within 60 days of completion and acceptance by Jefferson County of the sanitary trunk sewers.

SANITARY SEWER CONSTRUCTION/PARTICIPATION AGREEMENT

This agreement is made and entered into between the City of Trussville (hereinafter referred to as City/Developer) and the Jefferson County Commission (hereinafter referred to as County).

WITNESSETH:

WHEREAS the City/Developer proposes a development in the city of Trussville in Jefferson County; and

WHEREAS the County has reviewed the City/Developer's plans and determined that the design of the proposed sanitary trunk sewers are acceptable for proper function and meets the current and future needs of the adjacent surrounding area and that said sanitary trunk sewers are in the public's best interest due to the enhanced economic impact resulting from the development; and

WHEREAS the City/Developer is willing to install the proposed sanitary trunk sewers, provided the County participates in the materials and installation cost of said proposed sanitary trunk sewers; and

WHEREAS the County is willing to participate in the cost of the proposed sanitary trunk sewers provided the City/Developer follows State of Alabama Competitive Bid Law regulations regarding public contracts in which County funds are utilized as well as the materials and installation comply with County ordinances, rules, regulations and specifications.

Now therefore in consideration of the premises and considerations recited herein, the parties agree as follows:

RECITALS:

1. The proposed sanitary trunk sewers contemplated by this agreement are shown on drawing by LBYD, Inc., titled Deerfoot Sewer Extension Project ; aforementioned drawing attached as Exhibit A (on file in Minute Clerk's office) to this agreement. The proposed sanitary trunk sewers are noted as Line A and Line B and highlighted in yellow on attached Exhibit A . The proposed sanitary trunk sewers will have a diameter of twelve (12) inches (Line B) and thirty-six (36) inches (Line A) and be constructed entirely of ductile iron.
2. The County and the City/Developer hereby agree that the total estimated construction cost (materials and installation) for 1,254 linear feet of new twelve (12) inch sewer pipe (Line B) as well as 2,859 linear feet of new thirty-six (36) inch sewer pipe (Line A) less the cost of all tees and service lines is \$1,061,715.60. The aforementioned cost was determined from an estimate provided by the City/Developer. The County agrees to reimburse the City/Developer the maximum amount of \$354,351.00. However, actual construction cost (materials and installation) will be determined at such time when bids are opened and low bidder has been determined and awarded the contract by the City/Developer. If the low bid amount (less the cost of all tees and service lines) is less than the estimated construction cost of \$1,061,715.60, the County will reimburse 33.3753215549828% of the lesser amount.

BOTH PARTIES AGREE:

1. The City/Developer is responsible for submitting engineering construction drawings for said proposed sanitary trunk sewers to the Environmental Services Department for review and approval. The design of said proposed sanitary trunk sewers must comply with Environmental Services Department Standards for Construction of Commercial and Residential Sanitary Sewer Systems .
2. The City/Developer is responsible for any engineering costs associated with said proposed sanitary trunk sewers including but not limited to any changes that may be made during construction.
3. The City/Developer is responsible for any and all costs associated with all tees and service lines to be installed on this sanitary trunk sewers project. The County will not be responsible for any of said costs associated with said tees and service lines. Furthermore, said cost will be subtracted from the total construction costs (materials and installation) of said sanitary trunk sewers project.
4. The County will not be responsible for any additional materials and installation cost as a result of any unforeseen conditions that may be encountered including, but not limited to, alignment and/or profile changes that may be made during construction to facilitate said proposed sanitary trunk sewers. Furthermore, any proposed changes must be approved by the Environmental Services Department prior to implementation.
5. A field inspector for the Engineering and Construction Division of the Jefferson County Environmental Services Department will periodically be on site during construction of said proposed sanitary trunk sewers. The inspector has discretion to temporarily stop any construction at any time if the inspector suspects that any County ordinances, rules, regulations, or specifications regarding any aspect of this agreement is being violated. The City/Developer's contractor and County shall immediately confer and attempt to resolve the matter.
6. The County will not be held liable for any damages whatsoever arising in any way from the project.
7. The City/Developer and the City/Developer's contractor are responsible for contacting any governmental agency (including Jefferson County Roads and Transportation Department) having authority/jurisdiction over any existing roadways where construction

work is to be performed within said roadways right of way. The City/Developer and the City/Developer's contractor are responsible for performing any additional work imposed upon them by any such governmental agency if required for the purpose of being in compliance with said governmental agencies regulations. Furthermore, any additional costs as a result of the aforementioned, is the responsibility of the City/Developer and the City/Developer's contractor.

8. The City/Developer and the City/Developer's contractor are responsible for contacting and locating all utilities, public and private, within and adjacent to the construction area. The County will not be held liable for any damages to any existing utilities should they occur.

9. The City/Developer and the City/Developer's contractor are responsible for installing and maintaining proper traffic control devices for construction work within and adjacent to public roads and highways.

10. The County will not be held liable at any time during construction for any damages to existing structures within and adjacent to the construction area of said proposed sanitary trunk sewers.

11. The City/Developer and the City/Developer's contractor are responsible for following all applicable federal and/or state regulations governing construction and safety practices. The County will not be held liable for City/Developer's failure to follow proper procedures as stated above.

12. The City/Developer will be responsible for securing all proper permits needed to construct said proposed sanitary trunk sewers.

13. The City/Developer shall indemnify and save harmless the County and its elected officials, officers and employees from all claims, suits, actions, or judgments whatsoever brought because of any injuries, deaths, or damage received or sustained by any person, persons, or to any personal property on account of the operations of the City/Developer and City/Developer's contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act, omission, neglect or misconduct whatsoever of said City/Developer and City/Developer's contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright or from any claims or amounts arising or recovered under the Workmen's Compensation Act ; or any other law, ordinance or decree whatsoever.

14. The City/Developer is responsible for acquiring all easements necessary to facilitate said proposed sanitary trunk sewers. The City/Developer is responsible for any costs associated with said easements.

15. The contractor that constructs the proposed sanitary trunk sewers must be pre-qualified with Jefferson County Environmental Services Department to perform the work necessary to install the proposed sanitary trunk sewers as well as any sub-contractors that may be used by the contractor to assist in constructing the proposed sanitary trunk sewers.

THE CITY/DEVELOPER AGREES:

1. To certify that the sanitary trunk sewers construction contract will be awarded in compliance with State of Alabama Bid Law as described in ATTACHMENT A.

2. To construct the proposed sanitary trunk sewers as shown on Exhibit A in a manner acceptable to the County and in accordance with County ordinances, standards and specifications as well as the County Sewer Extension & Expansion Policy.

3. To provide the County with a minimum 20 foot wide sanitary sewer easement along the route of the proposed twelve (12) inch sanitary sewer line as well as a minimum 30 foot wide sanitary sewer easement along the route of the proposed thirty-six (36) inch sewer line except where said sewers are located within public right of way.

4. To furnish the County with as constructed drawings of the proposed sanitary trunk sewers prepared by a licensed professional engineer and/or licensed professional land surveyor to be submitted within thirty (30) days after completion and acceptance of said sanitary trunk sewers.

5. To comply with all conditions listed in the items under BOTH PARTIES AGREE .

THE COUNTY AGREES:

1. To reimburse City/Developer the dollar amount set out in RECITALS , above.

The County will pay the City/Developer within sixty (60) days after completion of each and all of the following seven conditions:

A) Completion and final acceptance by the County of the proposed sanitary trunk sewers;

B) The County has received and accepted/approved as constructed drawings of the proposed sanitary trunk sewers as required in item number 4 under THE CITY/DEVELOPER AGREES ;

C) The City/Developer has provided to the County an executed copy of the sanitary trunk sewers construction contract between said City/Developer and City/Developer's contractor constructing the proposed sanitary trunk sewers as well as having provided to the County the Competitive Bid Law certification;

D) The County has received and accepted deeds for sanitary sewer easements along the route of the proposed sanitary trunk sewers as required in item number 3 under THE CITY/DEVELOPER AGREES ;

E) The County has received and accepted deeds of correction for any sanitary sewer easements that may be required for the purpose of complying with County standards and specifications;

F) The City/Developer has provided to the County copies of all invoices from the City/Developer's contractor constructing said proposed sanitary trunk sewers to said City/Developer requesting payment;

G) The City/Developer has provided to the County, in writing, certification that said sanitary trunk sewers construction contract has been awarded in compliance with State of Alabama Competitive Bid Law and associated regulations.

2. To accept ownership, operation and maintenance of the proposed sanitary trunk sewers upon final acceptance by the County.

In witness whereof the parties hereto have caused this agreement to be executed by their duly authorized representative this _____ day of _____, 20_____.

City of Trussville

Eugene A. Melton, Mayor

Jefferson County, Alabama

Betty Fine Collins, President

Witness

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

Mar-13-2007-315

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute a Sanitary Sewer Construction/Participation Agreement between Jefferson County and Mt. Joy Baptist Church for the construction of a sanitary sewer. County participation in the cost of said project will be a maximum of \$67,914.00 payable within 60 days of completion and acceptance by Jefferson County of the sanitary sewer.

SANITARY SEWER CONSTRUCTION/PARTICIPATION AGREEMENT

This agreement is made and entered into between Mt. Joy Baptist Church (hereinafter referred to as Owner/Developer) and the Jefferson County Commission (hereinafter referred to as County).

W I T N E S S E T H:

WHEREAS the Owner/Developer proposes a proposed development near the City of Trussville in Jefferson County; and

WHEREAS the County has reviewed the Owner/Developer's plans and determined that the design of the proposed sanitary sewer is acceptable for proper function and meets the current and future needs of the adjacent surrounding area and that said sanitary sewer is in the public s best interest due to the enhanced economic impact resulting from the development; and

WHEREAS the Owner/Developer is willing to install the proposed sanitary sewer, provided the County participates in the materials and installation cost of said proposed sanitary sewer; and

WHEREAS the County is willing to participate in the cost of the proposed sanitary sewer provided the Owner/Developer follows State of Alabama Competitive Bid Law regulations regarding public contracts in which County funds are utilized as well as the materials and installation comply with County ordinances, rules, regulations and specifications.

Now therefore in consideration of the premises and considerations recited herein, the parties agree as follows:

RECITALS:

1. The proposed sanitary sewer contemplated by this agreement is shown on drawings by Miller, Triplett & Miller Engineers, Inc., titled Mount Joy Baptist Church ; aforementioned drawings attached as Exhibit A pages 1 and 2 of 2 to this agreement. The proposed sanitary sewer extends from a connection to an existing manhole at station 0+00 and continues to a proposed terminus manhole at station 16+90.47. The proposed sanitary sewer will have a diameter of eight (8) inches and to be constructed entirely of ductile iron.

2. The County and the Owner/Developer hereby agree that the total estimated construction cost (materials and installation) for 1,550 linear feet of new eight (8) inch sewer pipe less the cost of all tees and service lines is \$165,000.00. The aforementioned cost was determined from an estimate provided by the Owner/Developer. The County agrees to reimburse the Owner/Developer the maximum amount of \$67,914.00. However, actual construction cost (materials and installation) will be determined at such time when bids are opened and low bidder has been determined and awarded the contract by the Owner/Developer. If the low bid amount (less the cost of all tees and service lines) is less than the estimated construction cost of \$165,000.00, the County will reimburse 41.16% of the lesser amount.

BOTH PARTIES AGREE:

1. The Owner/Developer is responsible for submitting engineering construction drawings for said proposed sanitary sewer to the Environmental Services Department for review and approval. Said engineering construction drawings must comply with Environmental Services Department Standards for Construction of Commercial and Residential Sanitary Sewer Systems .

2. The Owner/Developer is responsible for any engineering costs associated with said proposed sanitary sewer including but not limited to any changes that may be made during construction.

3. The Owner/Developer is responsible for any and all costs associated with all tees and service lines to be installed on this sanitary sewer project. The County will not be responsible for any of said costs associated with said tees and service lines. Furthermore, said cost will be subtracted from the total construction costs (materials and installation) of said sanitary sewer project.

4. The County will not be responsible for any additional materials and installation cost as a result of any unforeseen conditions that may be encountered including, but not limited to, alignment and/or profile changes that may be made during construction to facilitate said proposed sanitary sewer. Furthermore, any proposed changes must be approved by the Environmental Services Department prior to implementation.

5. A field inspector for the Engineering and Construction Division of the Jefferson County Environmental Services Department will periodically be on site during construction of said proposed sanitary sewer. The inspector has discretion to temporarily stop any construction at any time if the inspector suspects that any County ordinances, rules, regulations, or specifications regarding any aspect of this agreement is being violated. The Owner/Developer's contractor and County shall immediately confer and attempt to resolve the matter.

6. The County will not be held liable for any damages whatsoever arising in any way from the project.

7. The Owner/Developer and the Owner/Developer's contractor are responsible for contacting any governmental agency (including Jefferson County Roads and Transportation Department) having authority/jurisdiction over any existing roadways where construction work is to be performed within said roadways right of way. The Owner/Developer and the Owner/Developer's contractor are responsible for performing any additional work imposed upon them by any such governmental agency if required for the purpose of being in compliance with said governmental agencies regulations. Furthermore, any additional costs as a result of the aforementioned, is the responsibility of the Owner/Developer and the Owner/Developer's contractor.

8. The Owner/Developer and the Owner/Developer's contractor are responsible for contacting and locating all utilities, public and private, within and adjacent to the construction area. The County will not be held liable for any damages to any existing utilities should they occur.

9. The Owner/Developer and the Owner/Developer's contractor are responsible for installing and maintaining proper traffic control devices for construction work within and adjacent to public roads and highways.

10. The County will not be held liable at any time during construction for any damages to existing structures within and adjacent to the construction area of said proposed sanitary sewer.

11. The Owner/Developer and the Owner/Developer's contractor are responsible for following all applicable federal and/or state regulations governing construction and safety practices. The County will not be held liable for Owner/Developer's failure to follow proper procedures as stated above.

12. The Owner/Developer will be responsible for securing all proper permits needed to construct said proposed sanitary sewer.

13. The Owner/Developer shall indemnify and save harmless the County and its elected officials, officers and employees from all claims, suits, actions, or judgments whatsoever brought because of any injuries, deaths, or damage received or sustained by any person, persons, or to any personal property on account of the operations of the Owner/Developer and Owner/Developer's contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act, omission, neglect or misconduct whatsoever of said Owner/Developer and Owner/Developer's contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright or from any claims or amounts arising or recovered under the Workmen s Compensation Act ; or any other law, ordinance or decree whatsoever.

14. The Owner/Developer is responsible for acquiring all easements necessary to facilitate said proposed sanitary sewer. The Owner/Developer is responsible for any costs associated with said easements.

15. The contractor that constructs the proposed sanitary sewer must be pre-qualified with Jefferson County Environmental Services Department to perform the work necessary to install the proposed sanitary sewer as well as any sub-contractors that may be used by the contractor to assist in constructing the proposed sanitary sewer.

THE OWNER/DEVELOPER AGREES:

1. To certify that the sanitary sewer construction contract will be awarded in compliance with State of Alabama Bid Law as described in ATTACHMENT A .

2. To construct the proposed sanitary sewer as shown on Exhibit A in a manner acceptable to the County and in accordance with County ordinances, standards and specifications as well as the County Sewer Extension & Expansion Policy.

3. To provide the County with a minimum 20 foot wide sanitary sewer easement along the route of the proposed eight (8) inch sanitary sewer line except where said sewer is located within public right of way, as shown on Exhibit A .

4. To furnish the County with as constructed drawings of the proposed sanitary sewer prepared by a licensed professional engineer and/or licensed professional land surveyor to be submitted within thirty (30) days after completion and acceptance of said sanitary sewer.

5. To comply with all conditions listed in the items under BOTH PARTIES AGREE .

THE COUNTY AGREES:

1. To reimburse Owner/Developer the dollar amount set out in RECITALS , above.

The County will pay the Owner/Developer within sixty (60) days after completion of each and all of the following seven conditions:

- A) Completion and final acceptance by the County of the proposed sanitary sewer;
- B) The County has received and accepted/approved as constructed drawings of the proposed sanitary sewer as required in item number 4 under THE OWNER/DEVELOPER AGREES ;
- C) The Owner/Developer has provided to the County an executed copy of the sanitary sewer construction contract between said Owner/Developer and Owner/Developer's contractor constructing the proposed sanitary sewer as well as having provided to the County the Competitive Bid Law certification;
- D) The County has received and accepted deeds for sanitary sewer easements along the route of the proposed sanitary sewer as required in item number 3 under THE OWNER/DEVELOPER AGREES ;
- E) The County has received and accepted deeds of correction for any sanitary sewer easements that may be required for the purpose of complying with County standards and specifications;
- F) The Owner/Developer has provided to the County copies of all invoices from the Owner/Developer's contractor constructing said proposed sanitary sewer to said Owner/Developer requesting payment;
- G) The Owner/Developer has provided to the County, in writing, certification that said sanitary sewer construction contract has been awarded in compliance with State of Alabama Competitive Bid Law and associated regulations.

2. To accept ownership, operation and maintenance of the proposed sanitary sewer upon final acceptance by the County.

In witness whereof the parties hereto have caused this agreement to be executed by their duly authorized representative this _____ day of _____, 20_____.

Mt. Joy Baptist Church

Reverend Larry L. Hollman, Pastor

Church Representative

Bettye Fine Collins, President

Witness

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

Mar-13-2007-316

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Administrative Order 07-1 be and hereby is approved.

ADMINISTRATIVE ORDER
OF THE
JEFFERSON COUNTY COMMISSION
07-1

PURSUANT to the authority vested in the Jefferson County Commission by law, the following Administrative Order is hereby issued:

PURPOSE

To establish a policy and procedure for the Jefferson County Commission to decide whether to appeal final judgments entered by state and federal trial courts in cases where Jefferson County, Alabama or the County Commission is responsible for payment of the judgment or performance of some act or action.

I. POLICY

It shall be the policy of the Jefferson County Commission that the County Commission shall decide whetherto appeal all final judgments entered by state and federal trial courts in cases where Jefferson County or the County Commission is responsible for payment of the judgment or performance of some actor action. This includes cases where Jefferson County or the County Commission is a party and may include cases where County officials or employees are parties in their official capacity (herein "County Party").

II. PROCEDURE

When a federal or state trial court enters a final judgment in such a case, the Attorney representing the County Party in that case

shall notify the County Commission in writing of the entry of the final judgment. The notification shall inform the County Commission of the nature of the case, the deadline for the filing of an appeal, the court which would hear the appeal, the likely outcome of an appeal and shall contain a recommendation as to whether or not the County Commission should appeal. The Attorney representing the County Party shall attach a form of Resolution which permits the County Commission to vote to appeal or not appeal such final judgment. Following action by the Jefferson County Commission the attorney representing the County Party shall comply with the decision of the County Commission.

III. EFFECTIVE DATE

This Administrative Order shall be effective March 6, 2007.

DONE and ORDERED at the Jefferson County Courthouse, this 13th day of March, 2007.

BETTYE FINE COLLINS, President Jefferson County Commission

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

Mar-13-2007-317

WHEREAS, by resolution fo December 20, 2005, M.B. 150, PG 93, the Jefferson County Commission committed \$2,500,000 for the purchase of approximately 70 acres stretching along 1st Avenue South from part of Titusville to Sloss Furnaces for the Railroad Reservation Park; and

WHEREAS, the commitment was conditioned upon the payment by Birmingham in the amount of \$2,500,000 to the project and assurances from the project authorities to pursue contributions, grants and other underwriting support from other governments, corporations and individuals; and

WHEREAS, the President was authorized to negotiate a contract to implement this commitment; and

WHEREAS, the project representatives have appeared before the Commission and discussed their efforts and intentions with respect to obtaining such other underwriting support including the contribution of the City of Birmingham.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission is satisfied with the information provided by the project representatives regarding other underwriting support and hereby approves an agreement in substantial conformity with the following INTERLOCAL AGREEMENT CONCERNING THE RAILROAD RESERVATION PARK with the City of Birmingham and the Finance Director is directed to make payment in accordance with the agreement upon the direction of the President.

INTERLOCAL AGREEMENT
CONCERNING
THE RAILROAD RESERVATION PARK

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the day of March, 2007, by and between JEFFERSON COUNTY, ALABAMA (hereinafter referred to as the "County") and the CITY OF BIRMINGHAM, ALABAMA (hereinafter referred to as the "City")(collectively, the forgoing parties are sometimes referred to herein as "the Parties" or individually as a "Party").

RECITALS

WHEREAS, Act No. 1969-916, Acts of Alabama (the "Act") authorizes the County and municipalities and public corporations located therein to make the most efficient use of their respective powers by enabling such entities to cooperate with each other on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of the County and such municipalities;

WHEREAS, the Act authorizes the County and the City to enter into agreements for joint or cooperative action pursuant to the provisions of the Act;

WHEREAS, pursuant to the Act, the Parties desire to act cooperatively in connection with the development of a park in the Downtown Birmingham area to be known as the "Railroad Reservation Park" (hereinafter, the "Park"), the first phase of which ("Phase I") will be developed on approximately 20 acres of land located north of First Avenue South between 14th Street and 18th Street South;

WHEREAS, the City currently owns most of the property on which the Park will be developed and is the process of acquiring two additional parcels of land needed to complete the assemblage of land need for the Park (the property owned by the City and the additional

parcels to be acquired by the City are sometimes referred to hereinafter as the "Property");

WHEREAS, the development of the Park will include the acquisition of the property needed to complete the assemblage of land needed for the Park and the redevelopment of the Property into a major urban green space with landscaping and water amenities which will be the first technologically interactive park in the South and which, in addition to its role in interpreting Birmingham's history to the public, will include a 2.5 acre man made lake, a 3000 seat amphitheater, a floating restaurant, an urban garden and organic farm, an adventure playground, an ancient Alabama archaeological dig, a cultural furnace, an urban sound studio, pavilions for road history, books and maps, an elevated 2.5 miles long rail trail and an observation deck for .ne viewing of trains;

WHEREAS, the Property on which the Park will be developed is located in a highly visible location in Downtown Birmingham, is currently underutilized, and creates a blighting influence which negatively affects the surrounding area;

WHEREAS, the Parties agree that the Property is in need of redevelopment to alleviate the blight and blighting factors it asserts and to create positive development of a strategically located urban park which will provide an important cultural and recreational amenity and benefit to the citizens of the City of Birmingham and of Jefferson County;

WHEREAS, the Parties further agree that the Park is a critical component to Birmingham's revitalization in terms of the quality of experience offered to metro area citizens, regional and national visitors, as well as to the associated value created for adjacent residential, retail and other mixed use opportunities;

WHEREAS, the City has developed a Master Plan for the development of the Railroad Reservation Park (the "Master Plan");

WHEREAS, the Parties have agreed that it is necessary, appropriate and in the public interest that the parties enter into this Agreement pursuant to authorization granted by the Act in order to provide for a cooperative framework for the acquisition of land and the redevelopment of the Property in connection with Phase I of the Park; and

WHEREAS, this Agreement is intended to protect and promote the public health, safety and welfare by providing a cooperative framework to alleviate blighting and blighting influences related to the Property through the orderly redevelopment of the Property into a public park and by outlining the duties and responsibilities of the Parties with respect to the acquisition and redevelopment of the Property and the funding for the development of Phase I of the Park.

NOW THEREFORE, in consideration of these Recitals, the mutual agreements, benefits and responsibilities outlined herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **PURPOSE.** It is the purpose of this Agreement to enhance the ability of the Parties to improve the present health, safety, convenience and welfare of the citizens of the City and the County and to provide positives steps for the future development of the Park to the end that the Property is developed as part of a pattern of community-building and land use that reflects the environmental, economic, aesthetic, and social values of City and County residents.

2. **RESPONSIBILITIES OF THE COUNTY.** The County agrees to transfer to the City funds in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) (the "Funds") no later than the earlier of May 1, 2007, or on or before the date of the closing of the City's acquisition of the first of the two additional parcels of land needed to complete the assemblage of property for the Park. The Funds will be used exclusively for the acquisition of properties and/or the development of the Park in accordance with Phase I of the Master Plan.

3. **RESPONSIBILITIES OF THE CITY.**

(a) The City agrees to deposit the Funds into an account for the Railroad Reservation Park in the City's general donation fund and to use the Funds only for the purposes described in Paragraph 2 above.

(b) The City agrees to proceed with efforts to acquire the additional parcels needed to complete the assemblage of property for the development of the Park.

(c) The City agrees to assume responsibility for the development of the Park and agrees to proceed with the development of the Park as a public park in accordance with the Master Plan. The City will use its best efforts to complete Phase I of the Park by September 2008.

4. **DURATION OF AGREEMENT.** This Agreement shall become effective immediately upon execution by the last of the Parties to sign, and shall be effective for three (3) years from that date. The Parties may extend the term of this Agreement by mutual agreement.

5. **DISPOSITION OF FUNDS UPON TERMINATION OF AGREEMENT.** Any of the Funds which have not been expended by the City upon the expiration of the term of this Agreement shall be repaid to the County without interest within thirty (30) days following such termination of the Agreement.

6. **ACCOUNTABILITY; REPORTING.** The City shall at all times maintain appropriate project documents, including records to document all receipts and expenditures pursuant to this Agreement. Such documents and records shall be open to review by the County during the City's normal business hours upon reasonable advance notice from the County. The City will provide periodic reports to the County concerning expenditures of the Funds.

7. **GENERAL TERMS.**

(a) The Parties agree that the County and the City are separate and distinct entities and neither of the Parties shall be

considered to be the agent of the other, and shall not have any general authority to enter into any contract, assume or impose any obligation or make any warranties on behalf of the other.

(b) The Parties agree that nothing contained in this Agreement, and no act of any Party, shall be deemed or construed to create any relationship of third party beneficiary hereof.

(c) Nothing contained herein shall be construed to waive the necessity of complying with the terms and conditions of applicable City or County ordinances or regulations or as conflicting with the responsibilities of any Party under any applicable local, State or Federal law, or as limiting the rights of any Party to take appropriate action pursuant to such laws or regulations.

(d) This Agreement may be amended or modified only by a written amendment approved and executed by the Parties.

(e) If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the Parties will be construed as if the part, term, or provision was never part of the agreement.

(f) As required by the Act, upon the execution of this Agreement by all parties hereto, this Agreement shall be recorded in the Office of the Probate Judge of Jefferson County, Alabama.

(g) Nothing contained in this Agreement constitutes a waiver of the sovereign immunity of any Party hereto under applicable law.

(h) This Agreement shall become effective following the approval hereof by the respective governing bodies of the Parties and upon the execution by a duly authorized official on behalf of each Party.

(i) The paragraph headings herein are for convenience only and are not to be construed as modifying or governing the language in the paragraph referred to.

(j) Any notice required or permitted by this Agreement shall be personally delivered in writing or deposited with the U.S. Postal Service, postage prepaid, certified and returned receipt requested, and addressed as follows:

To the City: Mayor of the City of Birmingham
City Hall
710 North 20th Street
Birmingham, Alabama 35203

With a copy to: City Attorney
City of Birmingham
710 North 20th Street, Room 600
Birmingham, Alabama 35203

To the County: Jefferson County Commission
Attention: Commission President
Jefferson County Courthouse
716 North Richard Arrington Jr. Blvd.
Birmingham, Alabama 35203

With a copy to: County Attorney
716 North Richard Arrington Jr. Blvd.
Jefferson County Courthouse
Birmingham, Alabama 35203

(k) This written Agreement shall constitute the entire Agreement between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officials on the day and year first above written.

ATTEST:

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins,
Commission President

ATTEST:

CITY OF BIRMINGHAM, ALABAMA

Paula R. Smith, City Clerk

Bernard Kincaid, Mayor

Approved As To Form By Law Department:

Assistant City Attorney/Date

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

Mar-13-2007-318

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following

agreement between Jefferson County, Alabama and Regions Bank to provide collateral safekeeping and custodial services as directed by the Director of the Finance Department in the amount of \$8,500 annually.

CONTRACT NO. 78-07

FINANCIAL SERVICES CONTRACT

THIS AGREEMENT entered into this 16th day of February, 2007 by and between Jefferson County, Alabama, hereinafter called "the County", and, Regions Bank, hereinafter called "the Custodian". The effective date of this agreement shall be March 1, 2007.

WHEREAS, the County desires to contract for financial services for the Finance Department, hereinafter called "Finance"; and

WHEREAS, the Contractor desires to furnish said financial 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 (RFP) No.78-076, dated December 13, 2006, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by the County. The Contractor shall provide collateral safekeeping and custodial services as shown below:

Listed below is the scope of work to be rendered by the Custodian:

- A. Review and verify mark to market - collateral valuation reports. Requesting (when applicable) and safekeeping of collateral should be done by the 5th of the month based on prior month end statement received from the swap counterparties.
- B. Ensure the type of collateral delivered is eligible in accordance with the credit support annexes to the ISDA.
- C. Provide the County with a detailed monthly statement containing position summaries.
- D. Wire transfer funds in and out of the Collateral Accounts for both mark to market and Substitution
- E. On behalf of the County, the Custodian will verify and request collateral from all of the counterparties. The counterparties are JP Morgan Chase Bank, Bank of America, Bear Stearns Capital Markets Inc. and Lehman Brothers Special Financing, Inc. and any others that may, from time to time, be added by the County.
- F. After reviewing the month end statement, the Custodian will determine if the mark to market report is negative or positive to the County. If the mark to market position is negative to the County, the Custodian will not take any action. If the mark to market report is positive to the County and negative to the counterparty, the Custodian will request collateral from the counterparty. Additionally, the Custodian will verify the valuation and type of collateral delivered matches the Credit Support Annex to the Master Agreement.
- G. Collateral funds will be invested according to Alabama laws provided in Code Sections 11-81-19 and 11-81-21 (see Investment Policy)

The Acceptance by the Custodian of its duties as Custodian under this agreement is subject to the following terms and conditions:

- A. Custodian shall be protected in acting upon any written notice, request, waiver, consent, receipt or other paper or document which Custodian in good faith believes to be genuine.
- B. Custodian shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own gross negligence or willful misconduct.
- C. The County agrees to indemnify and save Custodian and its successors and assigns harmless for any and all expenses, costs, liabilities and damages, including attorney's fees and expenses that Custodian may incur in connection with or as a result of having entered into this Agreement, including, without limitation, costs and expenses in connection with any disputes or competing claims or demands. The Custodian's right of indemnification shall survive the resignation or termination of the Custodian.
- D. No party to this Agreement shall be liable to any other party for losses arising out of, or the inability to perform its obligation under the terms of this Agreement, due to acts of God, which shall include, but shall not be limited to, fire, floods, strikes, mechanical failure, war, riot, nuclear accident, earthquake, terror attack, computer piracy, cyber terrorism, or any other acts beyond the control of the parties hereto.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render collateral safekeeping and custodial services to Finance at any time after the effective date of this Contract. The completion date of all services under this Contract is February 28, 2008. However, the Contract may be extended, at the County's option for two (2) additional one year periods, not to exceed three (3) full years.

4. **COMPENSATION:** The Contractor shall be compensated for services rendered at a flat all inclusive annual fee \$8,500.00 or \$2,125.00 quarterly with no charge on per transaction basis. Acceptance of this contract and the compensation agreed upon will be inclusive with no additional out of pocket expense to the County regarding the investment of the collateral funds returned to the Counterparty, when requested, and applicable according to the mark to market.

5. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an

independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.

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

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

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

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

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

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

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

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

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

CONTRACTOR:
Scott Rearden, Vice President
Regions Bank

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

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

Mar-13-2007-319

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is authorized to transfer \$58,000.89 from Cooper Green Mercy Hospital (Fund 31) to the Capital Fund (21) for capital equipment purchases.

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

Mar-13-2007-320

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director authorized and directed to transfer \$32,000 to the General Fund (01) from Capital Fund (21)to fund the contract with UAB for medical services for juvenile detainees for the balance of this fiscal year.

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

Mar-13-2007-321

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and The Locator Services Group, Ltd. to recover funds which have been located and identified as belonging to the Jefferson County Revenue Department.

PROFESSIONAL SERVICES AGREEMENT

Between:

The Locator Services Group Ltd.
316 Newbury Street
Suite 32
Boston, Massachusetts 02115
(Hereinafter "TLSG")

And:

Jefferson County, Alabama and its
Jefferson County Revenue Department
716 Richard Arrington Jr. Blvd. North
Suite A-100 Courthouse Annex
Birmingham, Alabama 35203
(Hereinafter "Client")

In consideration of TLSG's assistance in obtaining the benefit of unclaimed funds or an outstanding obligation due to CLIENT (Hereafter, "the Benefit"), CLIENT hereby agrees to pay TLSG a service fee equal to 10% of the payment recovered for or credited to CLIENT.

It is understood that:

1. There will not be any fees whatsoever assessed to CLIENT unless the Benefit is paid to, collected by, or credited to CLIENT.
2. TLSG agrees to pay all expenses associated with obtaining the Benefit for CLIENT.
3. CLIENT will cooperate by executing all documents including the agency agreement attached as Exhibit "A" that it is legally authorized to execute, required to recover the Benefit. (Exhibit on file in the Minute Clerk's office)
4. CLIENT will assist TLSG with verifying receipt of the Benefit.
5. This Agreement only applies to funds as to which CLIENT has legal authority to pay this fee; such funds include funds made payable to "Jefferson County Department of Revenue". It does not apply to funds that are due to or payable to CLIENT on behalf of or for the benefit of another legal entity. For example, if the funds are held in the name of "Jefferson County Revenue Department", but 50% of the funds actually belong to and must be distributed to another entity; the service fee of TLSG will not apply to that amount. The fee only applies to the portion of the funds that legally belong to CLIENT and may be legally retained by CLIENT.

This Agreement and entitlement hereunder shall remain in full force until the CLIENT receives the Benefit, and TLSG receives its service fee.

This Agreement shall be construed as a sealed instrument.

Dated this 13th day of March, 2007

Jefferson County, Alabama and its
Jefferson County Department of Revenue
Bettye Fine Collins, President
Jefferson County Commission

The Locator Services
Kim Sherrie Sawyer
General Counsel

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

Mar-13-2007-322

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Johnson Controls, Inc. for the electronic safety security portion of the Bessemer Jail Expansion Project 51205 in the amount of \$1,137,540.

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

Mar-13-2007-323

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and McCrory Building Company, Inc. for the general trades portion of the Bessemer Jail Expansion Project in the amount of \$5,885,000.

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

Mar-13-2007-324

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Elevator Maintenance & Repair, Inc. for the elevator repair portion of the Bessemer Jail Expansion Project 51205 in the amount of \$398,800.

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

Mar-13-2007-325

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Joiner Fire Sprinkler Company, Inc. for the fire protection portion of the Bessemer Jail Expansion Project 51205 in the amount of \$212,600.

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

Mar-21-2007-326

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and H & M Mechanical, Inc. for the HVAC/plumbing portion of the Bessemer Jail Expansion Project 51205 in the amount of \$2,219,450.

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

Mar-13-2007-327

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Marathon Electrical Contractors for the electrical portion of the Bessemer Jail Expansion Project 51205 in the amount of 356,500.

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

Mar-13-2007-328

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following amendment to the construction management agreement between Jefferson County, Alabama and Brice Building Company which sets the guaranteed maximum price for the Bessemer Jail Expansion Project 51205 be \$11,540,622.

AMENDMENT TO CONSTRUCTION MANAGEMENT AGREEMENT
JEFFERSON COUNTY COURTHOUSE COMPLEX
BESSEMER JAIL EXPANSION

Recitals

The undersigned entered into a Construction Management Agreement (The "Agreement") dated April 10th, 2006, with regard to job 51205, Jefferson County Bessemer Jail Addition, Bessemer, AL according to the documents prepared by Giattina Aycock Architecture Studio, Inc. (the "Project"); and

The fee to be paid to the Construction Manager pursuant to paragraphs 14.7.1.C is based on the cost of construction, which has been established at eleven million one hundred and twenty eight thousand six hundred and twenty one dollars (\$11,128,621) thus making appropriate an adjustment in the fee set forth in paragraph 14.7.1.C to be paid to the Construction Manager; and

Paragraph 14.4 of the Agreement states in part that before construction begins on the Project, a Guaranteed Maximum Price (GMP) will be established by an amendment to this Agreement,

Now, therefore, in consideration of the foregoing, and for other valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, it is agreed as follows:

AGREEMENT

1. The foregoing recitals are incorporated into and made a part of this Agreement.
2. The lump sum amounts for direct personnel expenses and reimbursables attached as a part of this agreement will be modified at the time the GMP is established, only if the durations of such services for the Jefferson County Bessemer Jail Addition have been changed and the project schedule is extended due to no fault of the Construction Manager.
3. The home office overhead and profit as shown in Article 14 for the Jefferson County Bessemer Jail Addition will be modified at the time the GMP is established, only if the value of the construction cost has been changed.
4. Pursuant to Paragraph 14.4 of the Agreement, the aggregate Guaranteed Maximum Price (GMP) for the construction cost to be paid by the Owner to the construction Trade Contractors for the Project based on the dollar amount of the Trade Contracts executed at this time, and including an amount of three hundred thousand dollars (\$300,000) of which one hundred fifty thousand dollars (\$150,000) is for an Owner's contingency (which allowance, contingency or both will cause an increase in the GMP), and one hundred fifty thousand dollars (\$150,000) is for a Construction Manager's contingency which is to be used and applied for the sole benefit of the Construction Manager. Contingency for Construction Manager is to be used for scope of work not clearly defined in the plans and specifications, mitigation of weather related delays or any construction measures that are required due to emergency situations. Except for emergency situations involving life of property, Construction Manager will receive prior approval from Owner for any charges to be made against the CM contingency.

Note: Should surplus funds remain in the Construction Manager's and/or the Owner's contingency after the project is completed, then the remaining funds shall be released back to the Owner for future use in the project.

5. See attached "Exhibit A" for a summary of the items included in the current aggregate GMP established in the amount of eleven million five hundred and forty thousand six hundred and twenty two dollars (\$11,540,622). (Exhibits on file in the Minute Clerk's office)

6. It is anticipated that Construction Change Directives (CCD) approved and executed by Billy R. Morace, Jr., Director, Department of General Services or his authorized representative will authorize all changes in the work of the construction Trade Contractors, and that such amounts that are properly chargeable to the Owner will be allocated against the Owner's Section 012100 Allowances or the Owner's contingency, as appropriate, for the purpose of accounting for the GMP. On the other hand, changes that are the responsibility of the Construction Manager under the agreement and as noted above will be allocated against the Construction Manager's contingency. Such changes which shall be allocated to the Owner's contingency are defined as those changes related to additional scope added to the Contract Documents after the execution of this amendment, those changes related to existing conditions which could not have been reasonably foreseen by the Construction Manager prior to bid, and those changes related to regulations set forth by any building code, government agency, or other authority having jurisdiction over the Project. Such changes which shall be allocated to the Construction Manager's contingency are defined as those changes related to the constructability of the design provided on the Contract Documents issued for bid, those changes related to the scope structure of the Trade Contractor Packages, and those changes related to existing conditions which could have been reasonably foreseen by the Construction Manager prior to bid. Subject to approval and execution of a CCD by Billy R. Morace, Jr., the Construction Manager is authorized to direct changes in the work and/or in the Trade Contractor's agreements with the Owner that will result in the Owner's use of its allowance and its contingency. Where the amount of one of more trade contracts has been increased and the dollar amount of one of more trade contracts has been decreased in connection with such modification(s), any credit balance resulting there from shall be allocated to the appropriate contingency. In any event, the Owner will contract for and pay for all changes and CCD's until the GMP, as adjusted pursuant to the Agreement is exceeded.

7. The Construction Manager will produce a monthly report to the Owner which will include the current status as to a dollar amount, to its knowledge, of each of the trade contracts, the Owner's section 01020 allowances, the Owner's contingency, the Construction Manager's contingency, and the GMP.

8. This agreement consists of three (3) pages plus one (1) attachment (Exhibit A). The agreement shall not be modified in any form except through written amendment. Further amendments shall be agreed upon, signed and executed by both parties.

Executed this 19th day of February, 2007

Owner:

Jefferson County Alabama

Betty Fine Collins, President - Jefferson County Commission

Construction Manager:

Brice Building Company, Inc.

_____ VP of Operations

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

Mar-13-2007-329

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following amendment to the agreement between Jefferson County, Alabama and Building & Earth Sciences to include construction material testing services for the Bessemer Jail Expansion in an amount not to exceed \$37,500.

Subject: Bessemer Jail Expansion
JEFFCO #51205
Bessemer Jail Expansion
Bessemer, Alabama
Building & Earth Proposal No. 8107b

Building & Earth Sciences Inc. is pleased to submit this request to amend our previous agreement for geotechnical services at the Bessemer courthouse to include construction material testing services for the Bessemer Jail Expansion. Services provided under this amended agreement will be subject to the same terms and conditions of the original agreement.

This letter documents our understanding of the proposed construction, outlines our approach to the work, and presents an estimated budget for our services. The budget estimate for construction materials testing is based on the anticipated construction schedule

PROPOSED CONSTRUCTION

We understand that the Jefferson County Bessemer Jail Expansion will consist of a vertical expansion to the existing facility. New construction will include a new floor approximately 5 feet above the existing roof and a new roof over the entire structure. The outside exercise area will be relocated to the roof. Outside construction will include a new tunnel connecting the existing jail facility to the new (proposed) courthouse across Second Avenue.

Interior construction will include 4 stair shafts from the existing roof to the 3rd floor with 1 additional stair shaft extending up to the exercise level. The new structure will be supported by structural steel columns encased in concrete.

SCOPE OF SERVICES AND ESTIMATED BUDGET

Our services will include:

- Sampling and testing structural concrete
- Structural steel inspections
- Floor flatness tests
- Masonry wall observations
- Testing steel door thickness
- Fireproofing thickness tests

The cost of our services will be based on the amount of work requested. Only the actual work performed will be billed according to the attached unit prices. The budget estimate for construction material testing is based on our experience with similar projects and information provided by Mr. Ty Cole at Giattina Aycock Architectural Studios, Dan Price at Brice Building and Andrew Marlin at MBA. Based on the scope of work described in this proposal, the cost estimate for the materials testing is:

<u>Phase of Work</u>	<u>Budget Estimate</u>	<u>Notes</u>
Concrete compressive strength tests and masonry observations	\$ 19,000	34 concrete pours plus 10 days of masonry inspection
Structural steel inspection(including steel door thickness testing)	\$ 13,000	2 trips/week for 14 weeks 28 inspection visits
Floor flatness	\$ 4,500	3 pours
Fireproofing thickness	\$ 1,000	
Total	\$37,500	

Not to exceed amount: \$ 37,500. We will not exceed the indicated budget without your prior authorization.

AUTHORIZATION AND SCHEDULE

We will execute the terms and conditions prepared by Jefferson County General Services which, when signed and returned to Building & Earth, will serve as our authorization to proceed with the proposed scope of work. Changes to the work scope by virtue of design changes or unusual subsurface conditions should be authorized in writing. We will discuss the site conditions with you during the course of the work and can provide preliminary recommendations as the work proceeds. Weather may extend the time required for the field exploration (and overall schedule) if rainy days occur prior to or after commencement of the exploration.

CLOSING

We appreciate the opportunity to submit this proposal for subsurface exploration and geotechnical engineering services for the proposed construction and are looking forward to working with you on this project. If you have any questions regarding this proposal, please contact the undersigned.

Respectfully submitted,

BUILDING & EARTH SCIENCES, INC.

Richard Bourquard, P.E.

Senior Engineer

Jeffrey A. Cowen, P.G., P.E.

Vice President

AMENDMENT ACCEPTED:

Jefferson County, Alabama

Bettye Fine Collins, President

Jefferson County Commission

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

Mar-13-2007-330

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Transperfect Translations to provide translation interpretation services to non-English calls received by the Jefferson County Sheriff's Department E911 Call Center as needed at a cost of \$1.50 per minute.

CONTRACT N0.111-07

PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 9th day of February, 2007, by and between Jefferson County, Alabama, hereinafter called "the County", and Transperfect Translations, hereinafter called "the Contractor". The effective date of this agreement shall be March 1, 2007.

WHEREAS, the County desires to contract for telephone language interpretation services for the General Services Department hereinafter called "General 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 Invitation to Bid No. 111-07, dated January 19, 2007, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by General Services. The Contractor shall provide language interpretation services to handle calls received by the Jefferson County Sheriff Department's 911 Call Center from non-English speaking citizens. Contractor must be available 24 hours per day 7 days per week to handle calls.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render language interpretation services to General Services at any time after the effective date of this Contract. The completion date of all services under this Contract is February 28, 2007, with renewal, at the County's option, for two additional one year periods, not to exceed three full years.

4. **COMPENSATION:** The Contractor shall be compensated for services rendered at a cost of \$1.50 per minute payable upon submission of an approved invoice to the Finance Department's Accounts Payable Section.

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

Brett J. Leslie, Strategic Business Manager

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, Humphryes, Collins, Langford and Smoot.

Mar-13-2007-331

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Atlanta Building Maintenance, Inc. To provide janitorial services for the Bessemer Courthouse Complex in the amount of \$104,880 annually.

CONTRACT NO. 96-07

CONTRACT FOR JANITORIAL SERVICES

THIS AGREEMENT entered into this 12th day of February, 2007 by and between Jefferson County, Alabama, hereinafter called "the County", and Atlanta Building Maintenance, Inc., hereinafter called "the Contractor". The effective date of this agreement shall be March 1, 2007.

WHEREAS, the County desires to contract for janitorial services for the General Services Department, hereinafter called "the Department"; and

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

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

1. EMPLOYMENT 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 (RFP) No. 96-07, the terms of which are included herein by reference. The Contractor shall perform all necessary janitorial services provided under this Contract as required. The Contractor shall do, perform, and carry out in a satisfactory manner the cleaning requirements identified in the RFP. The Contractor shall be responsible for cleaning the Bessemer County Courthouse Complex. The footage to be cleaned is 124,876 square feet.

The Contractor shall provide the janitorial and cleaning services as required per the specifications, Attachment A, hereby referenced and made a part of this Contract. Exhibit A, attached to this Contract, designates the areas to be cleaned and the schedule for frequency of service. Exhibit B is also included for additional services not performed on a routine basis. (Attachments and exhibits on file in the Minute Clerk's office)

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: Contract shall be effective March 1, 2007 and end February 28, 2008. However, the Contract may be extended, at the County's option, for two additional oneyear periods, not to exceed three full years with the compensation to be mutually agreed upon, provided, the price increase for the period 10/01/07 to 09/30/08 and 10/01/08 to 09/30/09 is guaranteed not to exceed .4% per year.

4. COMPENSATION: The Contractor shall be compensated for janitorial and cleaning services as follows:

Cleaning Services: \$6243.00 per month @ \$0.05999 per square foot.

Cost of Cleaning Supplies: \$2497 per month @ \$0.020 square foot (includes all supplies required to maintain areas in acceptable state of cleanliness)

ADDITIONAL SERVICES (used only when authorized by General Services other than in accordance with the periodic schedule for Basic Services set forth in Exhibit A)

A) Carpet shampooing/extraction \$0.15 per square foot

B) Composition floors stripped, \$0.18 per square foot sealed and refinished

Contractor shall submit an itemized bill each month to the Director of General Services for payment approval.

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

6. NONDISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, or 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. INSURANCE: Contractor will maintain such insurance as will protect it and the County from claim 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 and shall include Jefferson County, Alabama as Added Additional Insured including a thirty (30) day written cancellation notice, see Attachment A.

9. SUSPENSION AND TERMINATION: This Contract may be suspended or terminated by the County upon at least a thirty (30) day written notice. In the event of suspension or termination not the fault of the Contractor, the Contractor shall be compensated for all eligible expenditures to the date of suspension or termination, less any payment of reimbursement already made. The Contract shall also terminate if funding ceases to be available. In such situations, the thirty (30) day written notice, referenced above, will not apply.

10. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law

11. INDEMNIFICATION 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

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

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

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

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals.

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

Contractor
Kevin McCann, President
Atlanta Building Maintenance, Inc.

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

Mar-13-2007-332

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Safety First to provide substance abuse testing as-needed for the Human Resources Department.

CONTRACT NO. 313-06

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 12th day of February, 2007, by and between Jefferson County, Alabama, hereinafter called "the County", and Safety First, hereinafter called "the Contractor". The effective date of this agreement shall be March 1, 2007.

WHEREAS, the County desires to contract for substance abuse testing services for the Human Resources Department, hereinafter called "Human Resources"; 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. 313-06, dated October 29, 2006,

the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by Human Resources. The Contractor shall provide administration of the County's substance abuse program. Administration to include but not limited to centralized specimen collection, testing by an independent certified toxicology laboratory, MRO review and verification and notification to JEFFCO Human Resources Department of substance abuse on an as needed basis (preemployment, post accident, post injury, reasonable suspicion, return to duty, promotional, random screening, etc.) for entire contract period. Estimated annual testing is approximately 2800, that requires random testing capability of up to sixty tests per business day. Quantities are estimates only and in no way guarantee the number of tests to be performed during contract period. Purchasing Association of Central Alabama (PACA) members will be responsible for issuing and payment of their own purchase orders and invoices.

Substance abuse testing shall be in accordance with National Institute of Drug Abuse (NIDA) and Department of Transportation (DOT) standards and regulations which will serve the County. The laboratory used by the Contractor shall be in conformance with the Substance Abuse and Mental Health Services Administration (SAMSHA) and office of the U.S. Department of Health and Human Services (DHHS) recommended guidelines.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render substance abuse 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 February 28, 2010.

4. COMPENSATION: The Contractor shall be compensated for services as listed below:

PROFESSIONAL SERVICES:

DRUG TESTING CHARGES (NIDA 5 PANEL)

\$18.00 PER TEST HOURS 85

DRUG TESTING CHARGES (EXPANDED PANEL)

\$18.00 PER TEST HOURS 85

ALCOHOL TESTING (IF REQUESTED)

\$35.00 PER TEST HOURS 85

DRUG TESTING CHARGES (NIDA 5 PANEL)

\$33.00 PER TEST AFTER NORMAL BUSINESS HOURS, WEEKENDS, AND HOLIDAYS

DRUG TESTING CHARGES (EXPANDED PANEL)

\$35.00 PER TEST AFTER NORMAL BUSINESS HOURS, WEEKENDS, AND HOLIDAYS

ALCOHOL TESTING (IF REQUESTED)

\$40.00 PER TEST AFTER NORMAL BUSINESS HOURS, WEEKENDS, AND HOLIDAYS

MEDICAL REVIEW OFFICER CHARGES

4.00 PER TEST

INSTANT DRUG SCREENING 5 PANEL

\$22.00 PER TEST HOURS 85

INSTANT DRUG SCREENING 5 PANEL

\$22.00 PER TEST AFTER NORMAL BUSINESS HOURS, WEEKENDS, AND HOLIDAYS

SUPPORT SERVICES:

SUPPORT/TRAINING

\$100.00 PER HOUR

EXPERT WITNESS:

\$125.00 PER HOUR

"OTHER" SERVICES

Not otherwise listed, but required for fulfillment of services)

\$15.00 (list services/billing (hourly, daily, etc.) Per test collection performed at third party

\$45.00 Med Pro 12 panel

Contractor shall submit an invoice monthly listing date of service, test(s) performed and price to Human Resources for verification and approval. Payment shall be net 30 days.

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

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

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

8. TERMINATION OF CONTRACT: This contract may be terminated by the County with a thirty (30) day written notice to the

other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the

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

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

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

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

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

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

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

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

CONTRACTOR:	JEFFERSON COUNTY, ALABAMA
Danny Cooner, President	Bettye Fine Collins, President
Safety First	Jefferson County Commission

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

Communication was read from Roads & Transportation recommended the following;

1. BellSouth to install 318' of buried cable at 1610 Carson Road in Fultondale.
2. Alabama Gas Corporation to install 837' of 2" gas main in Creek Trace Subdivision (Phase IV).
3. Alabama Gas Corporation to install 8,515' of 4" and 1,130' of 2" gas main for the Kilgore Memorial Road Relocation.

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

Humphryes, Smoot, Carns, Collins and Langford.

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 #
D901207	1HTSCCFL3LH254684	TRUCK S F CC 4700 90	D901207
D901209	1HTSCCFL7LH254686	TRUCK S F CC 4700 90	D901209
D901422	1HTSCCFLXLH257999	TRUCK S D 4700 90	D901422
D911201	1HTSCNEL1MH293563	TRUCK S CC 4700 91	D911201
D921412	1FDYKA84A7NVA29161	TRUCK S D F800 92	D921412
D941603	1FDWK74C1RVA16592	TRUCK S F F700 94	D941603
D951504	1FDXF80C6SVA60954	TRUCK 33K SVS T800 1995	D951419
E903216	1HTGGG3TOLH256592	TRUCK T D 2574 90	970586
E903511	4V2ACBJF8LN628645	TRUCK T D WCS64 90	E903511
E903513	LH254291	TRUCK T D 2574 90	E903513
E903514	1HTGGG3TOLH254292	TRUCK T D 2574 90	E903514
E903515	1HTGGG3T2LH254293	TRUCK T D 2574 90	E903515
E903519	4V2ACBJF8LN631755	TRUCK T D WCS64 90	E903519
E903524	4V2SDBRG4LU506711	TRUCK T TRACTOR ACL64BT	E903524
E903542	4V2SDBRGXLU505627	TRUCK T TRACTOR ACL64BT	E903208
E903546	4V2SDBRG3LU505629	TRUCK T TRACTOR ACL64BT	E903209
E931404	1HTSHN2R2PH475058	TRUCK T LIuv4BLOADER 4900 93	E931404
E931405	4V2JCBLF1PR818265	TRUCK T D WG64 93	E931405
E933206	1M2P264C1PM013046	TRUCK T3 D RD690S 93	E933206
E951313	1GDS7H4J8SJ505587	TRUCK T LIMB LOADER H064 95	E951313
E951407	1HTGGAET6SH673353	TRUCK T D 2574 95	E951407
E961401	1HTGGAET9TH319246	TRUCK T D 2574 96	960173
E971321	1M2P267C5VM032644	TRUCK T3 D RD688S 97	971089
E971323	1M2P267C9VM032646	TRUCK T3 D RD688S 97	971091
E971410	1HTGGAETOVH480572	TRUCK T D 2574 97	970470

EQUIPMENT

D1	303435	GRADER JD770 78	D-1
D4	6369	GRADER JD770 78	D-04
D84	391439T	GRADER JD570B 76	D-84
D1 18	D6D4X1029	DOZER D6D 77	D-118
F901323	T0710CD765206	BACKHOE LOADER 710C 90	F901323
F901328	T0710CD765887	BACKHOE LOADER 710C 90	F901328
F901331	9TC04127	DOZER D8 90	NOT LISTED
F901335	DW770BX528700	GRADER BRUSH CUTTER 90	F901335
F901438	DW544ED528023	LOADER RUBBER TIRE 544E 90	F901438
F903217	9TC04187	DOZER D8 90	970576
F901443	DW544ED528835	LOADER RUBBER TIRE 544E 90	F901443
F903223	DW644EB528759	LOADER RUBBER TIRE 644E 90	970577
F903516	06AB01308	SCRAPER 621 90	F903516
F903229	86601086	LOADER TRACK 973 90	970583
F903521	9TC04173	DOZER D8 90	F903521
F903523	9TC04180	DOZER D8 90	F903523
1903525	87X01062	COMPACTOR 826C 90	1603525
1903527	87X01061	COMPACTOR 826C 90	970579
1903528	87V09235	GRADER 1206 90	F903528
1903533	86601068	LOADER TRACK 973 90	F903533
1903536	86601085	LOADER TRACK 973 90	F903536
1911405	43014	PAVER CR451 91	F911405
1921214	1252K5033	LOADER TRACK 1006 92	F921214
1921406	1,70V61046	LOADER RUBBER TIRE L70 92	F921406
1931301	A71248	EXCAVATOR TRACK PC300LC5	F931301
1931309	0045125	SCRAPER 260B 93	F931309
1931310	455124	SCRAPER 260B 93	F931310
1931411	A71247	EXCAVATOR TRACK PC300LC5	F931411
1933503	3FC03521	FORKLIFT 6K VC60D 93	NOT LISTED
1933504	3FC03806	FORKLIFT 6K ELECTRIC VC60D	NOT LISTED
1953512	A75842	LOADER RUBBER TIRE 95	960231

1973502	7LN00277	COMPACTOR LANDFILL 8266	971115
1'973503	9BLO1801	LOADER TRACK 963 97	971098
1973505	7LN00282	COMPACTOR LANDFILL 8266	971116
1973507	9BLO1871	LOADER TRACK 963 97	971634
F033505R	CAT0826GPAYHOO565	COMPACTOR LANDFILL 8266	031134
M98	NOT IN FLEET INVENTORY		
M194	NOT IN FLEET INVENTORY		
M476	NOT IN FLEET INVENTORY		
M582	C687755	TRACTOR LOADER 540A 82	NOT LISTED
M624	51U6396	EXCAVATORTRACK86	M-624
5933506	516855	SWEEPER LOT RETRIEVER 48	NOT LISTED
5901325	20865	BROOM SELF PROPELLED	F901325

TRAILERS

T903111	104068	COMPRESSOR AIR 275CFM 90	T903111
T923504	1K95M153OPK009812	TRAILER RECYCLING KANN 92	NOT LISTED
T923505	1K95M1532PK009813	TRAILER RECYCLING 9915157	NOT LISTED
T923506	1K95M1534PK009814	TRAILER RECYCLING 9915157	NOT LISTED
T923507	1K95M1536PK009815	TRAILER RECYCLING 9915157	NOT LISTED
T923508	1K95M1538PK009816	TRAILER RECYCLING 9915157	NOT LISTED
T963505	1G9W04826TB157604	TRAILER WALKING 96	960221
T963506	1G9W04828TB157605	TRAILER WALKING 96	960222
T963507	1G9W0482XTB157606	TRAILER WALKING 96	960223
T963508	1G9W04825TB157609	TRAILER WALKING 96	960226
T963510	1G9W04823TB157608	TRAILER WALKING 96	960225
T963511	1G9W0482ITB157610	TRAILER WALKING 96	960227

NOT NUMBERED Five Gailbreath Containers SERIAL: 60099
60100
60101
60102
60103

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

Mar-13-2007-334

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	Description	VIN	Asset #
A966034	SEDAN 4 DR C V G/W 96	2FALP71WXTX139360	960831
A976096	SEDAN 4 DR C V G/W 97	2FALP71 WXVX188495	971494
A986202	SEDAN 4 DR C V G/W 98	2FAFP71 W3WX177451	981789
A996006	SEDAN 4 DR C V G/W 99	2FAFP71 WXXX117250	990012
A006029	SEDAN 4 DR C V G/W 00	2FAFP71 W6YX133222	001566
A006058	SEDAN 4 DR C V G/W 00	2FAFP71WOYX133216	001280
A006217	SEDAN 4 DR C V 00	2FAFP71 W4YX133204	001268
A046004	SEDAN 4 DR C V G/W 04	2FAFP71 W04X154206	040646

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

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

Mar-13-2007-335

A RESOLUTION IDENTIFYING SURPLUS COUNTY EQUIPMENT AND
AUTHORIZING THE DISPOSAL OF SAID EQUIPMENT VIA SALE TO THE CITY OF BRIGHTON, ALABAMA

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

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

Vehicle	Description	VIN	Value
A994201	SEDAN 4 DR TAURUS 99	1FAFP53U3XA212483	\$2300.00

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

Mar-13-2007-336

WHEREAS, the County of Jefferson, Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on I-65 and Corridor X (Future I-22) within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project No. APD-471(501) I-65 from Daniel Payne Drive (41st Avenue) to Walkers Chapel Road and Corridor X (Grade and Drain) from 400 Feet West of I-65 to I-65.

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

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

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

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

The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows: (See Attached- on file in the Minute Clerk's office)

Please refer to Project Notes and Project Traffic Control Notes (Sheets 2DA - 2DD)

Please refer to Sequence of Construction and Traffic Control Plans (Sheets 300 - 449)

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

BE IT FURTHER RESOLVED by this County Commission:

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

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

ATTEST
County Clerk

Bettye Fine Collins
Commission Chairman

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

Mar-13-2007-337

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 6, 2007
Purpose: Fee Acquisition of Tract No. 9 Tarrant Huffman Rd. Project
(copy of the Deed will be provided at closing)
Agent: Alan Dodd
Price: \$12,300.00
Pay to the order of: Rocky E. Neason
Mailing Address: 605 Tara Lane
Trussville, AL 35173

Fund #01

Organization/Division #5300

Object #52503

Check Delivery Code 5000

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

Mar-13-2007-338

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Quit Claim Deed between Jefferson County, Alabama and Shades Mountain, LLC for release of a sanitary sewer right-of-way (Huckleberry Branch Outfall Sewer).

THIS INSTRUMENT PREPARED BY

James F. Henderson, Jr. Land Acquisition Agent

A200 Courthouse

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of One and 00/100 DOLLARS (\$1.00) to Jefferson County, a political subdivision of the State of Alabama in hand paid by Shades Mountain, L.L.C. the receipt whereof is acknowledged we do remise, release, quit claim and convey to the said Shades Mountain, L.L.C. all our right, title, interest, and claim in or too the following described real estate, to wit:

That part of the sanitary sewer right-of-way conveyed to Jefferson County by Real 81 Page 655 as recorded in the Probate Office of Jefferson County, Alabama, lying across a portion of Lot 5-B, First Addition To Shades Mountain Plaza, as recorded in Map Book 135, Page 53 in the Office of the Judge of Probate of Jefferson County, Alabama and being shown on said record plat as Existing Jefferson County Sanitary Sewer Easement to be Vacated and being more particularly described as follows:

Commence at the southwest corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 3, Township 19 South, Range 3 West, and by turning an angle of 89° 55' to the left from the south line of said quarter-quarter section from the said southwest corner, run northerly a distance of 10 feet; thence turn an angle of 89° 55' to the right and run easterly and parallel to the south line of said quarter-quarter section a distance of 465.7 feet; thence turn an angle of 0° 02' 30" to the right and run easterly a distance of 198.08 feet; thence turn an angle of 60° 43' 30" to the left and run northeasterly a distance of 472 feet; thence turn an angle of 0° 24' to the left and run northeasterly a distance of 284 feet, more or less, to the westerly line of Said Lot 5-B and the POINT OF BEGINNING of a 20 foot wide sanitary sewer right-of-way lying 10 feet on each side of, parallel to and abutting the following described centerline; thence run in a Northeasterly direction along the centerline of said sanitary sewer right-of-way for a distance of 110 feet; thence turn left an angle of 31°15' (deed) 31°03' 20" (measured) and run northerly a distance of 315 feet, more or less, to a point of intersection of the South line of the relocated 20 foot sanitary sewer easement as recorded in Real 2293 Page 879 in the Probate Office of Jefferson County, Alabama, being the point of ending.

Less and except any part lying within the sanitary sewer easement as recorded in Real 2293 Page 879 in the Probate Office of Jefferson County.

Said sanitary sewer right-of-way lies in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 3, Township 19 South, Range 3 West, Jefferson County, Alabama

TO HAVE AND TO HOLD, to the said Shades Mountain, L.L.C. heirs and assigns forever.

Given under my hand(s) and seal(s), this 13th day of March, 2007

JEFFERSON COUNTY,

By: _____

Betty Fine Collins, President

Jefferson County Commission

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

Mar-13-2007-339

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF
WITH RESPECT TO

AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

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

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

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

BE IT FURTHER RESOLVED that the President is hereby authorized and directed to execute all zoning maps and detail sheets and documents as may be necessary and appropriate to carry out this action.

Z-2006-075 William C. Gilmer, Jr., owner. Change of zoning on Parcel ID# 9-31-2-2-7 in Section 31 Twp 15 Range 1 West from A-1 (Agriculture) and C-1 (Commercial) with covenants (restricting the property to a plant nursery, greenhouse and related retail sales only) to C-1 (Commercial) without covenants for mini-warehouses. (Site Only: 6275 Highway 79, Pinson, AL 35126) (PINSON) (5.2 Acres M/L)

RESTRICTIVE COVENANTS: 1. property to be used for mini-warehouses only; 2. the developer shall provide a commercial class driveway, and a deceleration lane on U.S. Highway 79 in accordance with the specifications as set forth by the Alabama Department of Transportation; 3. Reversionary clause and 4. Best management practices regarding stormwater, drainage and erosion control.

Z-2006-093 Paula Crooks, owner; John Drake, agent. Change of zoning on Parcel ID# 18-35-0-0-30 in Section 35 Twp 17 Range 7 West from A-1 (Agriculture) to C-1 (Commercial) for a convenience store. (Site Only: 203 Warrior River Highland Road, Adger, AL 35006) (WARRIOR RIVER) (5.8 Acres M/L)

RESTRICTIVE COVENANTS: 1. Only that portion of the property required for the proposed commercial development, as shown on the site plan submitted to the Jefferson County Commission on January 16, 2007, shall be zoned C-1, with the balance of the property to remain A-1. 2. The entire property shall be developed in accordance with the site plan submitted to the Jefferson County Commission on January 16, 2007, with the C-1 portion of the property is to be used for a convenience store only. 3. A commercial class driveway with a controlled access and adequate parking facility out of the county right-of-way shall be provided and approved by the Department of Roads and Transportation. 4. Reversionary Clause. 5. The property owner shall provide deeded road right of way as required by the Department of Roads & Transportation.

Z-2006-095 Adam Waldrop, owner. Change of zoning on Parcel ID# 42-5-2-2-10 in Section 5 Twp 20 Range 4 West from A-1 (Agriculture) to R-1 (Single Family) for a single family residential subdivision. (Site Only: 4446 Bell Hill Road, Bessemer, AL 35022) (LOVELESS PARK) (1.3 Acres M/L)

RESTRICTIVE COVENANTS: 1. Upon subdivision of the property, a joint or shared driveway shall be constructed to serve the two resulting lots via one access point on Bell Hill Road.

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that Z-06-075, Z-06-093 and Z-06-095 be approved. Voting "Aye" Humphryes, Smoot, Carns, Collins and Langford.

COOPER GREEN MERCY HOSPITAL GOVERNING BODY

Resolution authorizing transfer of unearned budgeted funds (\$166,666.70) to the General Fund (01) from Cooper Green Mercy Hospital Fund (31) for inmate services was carried over to the March 20, 2007 Commission Meeting.

Mar-13-2007-340

WHEREAS, THE ADMINISTRATION of Cooper Green Hospital has recommended the appointment of the following

individuals to the medical staff of Cooper Green Hospital,

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

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

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

FEBRUARY 2007 MEDICAL STAFF APPLICATIONS

Internal Medicine - Rick Player, MD, Chair

NAME	SPECIALITY
Khizer Ssiddizi, MD	Emergency Med
David Leonard, MD	Emergency Med

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

Mar-13-2007-341

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Cooper Green Mercy Hospital Advisory Board Minutes of December 21, 2006 and January 25, 2006 be and hereby is approved.

SUMMARY

ADVISORY BOARD MINUTES

December 21, 2006

1. Cooper Green Mercy Hospital's continuous improvement has been the life safety codes construction, which includes physical change of the exterior and interior of the facility, as well as public relations and improved patient payer mix.
2. The Leadership Birmingham study group has adopted the Balm of Gilead as a project, raising funds to decorate patient rooms.
3. The Balm of Gilead sponsored a community education conference in October with approximately 100 attendees.
4. The Education department will be educating all Cooper Green Mercy Hospital nurses in endoflife care with the potential of certification.
5. The Balm of Gilead inpatient unit will be a training site for the UAB Palliative Nurse Practitioner Graduate Program beginning January 2007.
6. Cooper Green Mercy Hospital is now an elective site for Osteopathic students and residents.
7. Seven RNs were hired in October; three for the County Jail. Received approval to change the salary for student Nurses upon graduation.
8. The computerization of ER medical records went live on November 14.
9. The total number of patients enrolled for health care services for November was 1,677.
10. The total clinic visits were 6,134 for the month.
11. The 2004 Annual Competency Report showed that the submission and timely evaluations were within the guidelines of JCAHO Standards.

SUMMARY

ADVISORY BOARD MINUTES

January 25, 2007

1. Ms. Marilyn Mosley, a member of the Cooper Green Mercy Hospital Advisory Board, is the recipient of the Alabama Hospital Association 2007 Trustee Award. The award ceremony is Friday night at Ross Bridge Golf Resort.
2. The Joint Commission has changed the credentialing standards effective January 1; QA activity of a provider has to be provided quarterly.
3. The Emergency department had 2,758 visits for the month of December.
4. Two RNs were hired in December.
5. Total clinic visits for December 2006 was 5,362.
6. Computerization of ER medical records is scheduled to go live November 14. Physicians are scheduled to go to Boston in March

for training.

7. The Hospital received Tobacco Tax money.

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

Mar-13-2007-342

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and The SSI Group, Inc. which provides for services to be delivered to CGMH on an as requested basis at a cost of \$0.05 per remittance file (not expected to be more than \$5,000 annually).

Service Schedule

CTH#: 03886
Customer: Cooper Green Mercy Hospital of Jefferson
Address: 1515 6th Avenue S
City, State & Zip: Birmingham, AL 35233-1687
Contact Name: Sandra Jolla
Phone Number: (205)930-3376

1. General Terms and Conditions

This Schedule is entered into pursuant to the Master Service Agreement (Agreement) attached hereto and incorporated herein by reference. This Agreement between SSI and Customer for the Services described herein consists of the provisions of this Schedule and the Agreement. Any reference to the Services in the Agreement shall be deemed to include this Schedule. Any other terms used in this Schedule, which are defined in the Agreement, shall have the same meaning in this Schedule as they have in the Agreement.

2. Payment Terms

All Fees shall be due and payable by the Customer to SSI as provided for herein. If applicable, (i) sales, use, value added, privilege, ad valorem, excise taxes or other similar taxes, (ii) duties or (iii) similar assessments all of which are the sole liability of the Customer, will be invoiced to and paid by Customer. Customer shall not deduct from payments to SSI any amounts paid or payable to third parties for tax, duties, etc., however designated. Payment terms are as follows:

Remittance Retrieval Fee: Customer will be invoiced by SSI for a remittance advice retrieval fee, on a monthly basis in arrears, based on the aggregate total of all 835 patient remittance advices contained in each remittance data file obtained from SSI. For avoidance of doubt, the patient remittance advice fee is \$ 0.05 per remittance and the Customer retrieves 20 remittance data files in a given month and each data file contains 100 individual patient advices the monthly fee shall be calculated as follows: 20 data files multiplied by 100 patient remittance advices multiplied by \$0.05 per advice equals \$100.00 (20 X 100 X \$0.05 = \$100.00). Payment terms are due in full upon receipt of invoice. ERA processing service is subject to be suspended if any invoice payable to SSI is not paid in full within Forty Five (45) days, based on the actual date of the invoice. In this case, when payment in full is received on any or all past due invoices, ERA processing service will be reinstated for a prepaid fee of \$25.00

3. Services

RETRIEVAL FEE FOR 835 TRANSACTION FEE

33010H Remittance Retrieval Fee for Medicare shall be five cents (\$0.05) per individual patient remittance advice.

Customer: Cooper Green Mercy Hospital of Jefferson

The SSI Group, Inc.

Bettye Fine Collins, President

James M. Lyon

Jefferson County Commission

Vice President - CFO

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

Mar-13-2007-343

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and the American Red Cross to provide blood and blood products to Cooper Green Mercy Hospital in the estimated annual cost of \$120,000.

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

Mar-13-2007-344

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Asta Zeneca to provide preferred pricing on the drug Atacand through December, 2007.

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

Mar-13-2007-345

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Retina Specialist of Alabama, LLC to provide retina testing services for in-patients and out-patients of the Cooper Green Mercy Hospital's Eye Clinic.

CONTRACT NO. CGH-02

PROFESSIONAL SERVICES CONTRACT

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

WHEREAS, the County desires to contract for retina testing services for Cooper Green/Mercy Hospital, hereinafter called "the Hospital"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor shall perform all necessary retina testing services for inpatients and outpatients of the Hospital's Eye Clinic. All surgical procedures shall be done per referral of the Hospital's attending physician.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render retina testing services to the Hospital at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2007. However, Contract may be renewed, at the County's option, for two additional oneyear periods, not to exceed three full years.
4. COMPENSATION: The Contractor shall bill the Hospital for services rendered showing the name of the patient, date admitted and discharged, and procedure performed. Services for inpatient and outpatient testing will be billed per the rates shown below: diem rate:

<u>Code No.</u>	<u>Procedure</u>	<u>Cost</u>
92235	Flourscein Angiography Per Eye	\$50.00/1St Eye \$25.00/2nd Eye
92135	OCT Bilateral	\$35.00

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

JEFFERSON COUNTY, ALABAMA

Dr. C. Douglas Witherspoon, Member

Bettye Fine Collins, President

Retina Specialist of Alabama, LLC

Jefferson County Commission

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

between Jefferson County, Alabama and Ortho Biotech Products, Inc. for replacement of the drug Procrit that was dispensed to qualified patients at no cost.

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

Mar-13-2007-347

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the National Pharmacy Participation Agreements between Jefferson County, Alabama and Coventry Health Care, Inc. which allows the following Jefferson Health System Pharmacies to access and process claims for covered prescriptions including in the drug benefit plans managed by Coventry Health Care Medicare Part D providers.

Cooper Green Hospital Pharmacy NABP # 0117689
Jefferson Health System Pharmacy #2
Jefferson Health System Pharmacy #3
Jefferson Health System Pharmacy #4
Jefferson Health System Pharmacy #5
Jefferson Health System Pharmacy #6
Jefferson Health System Pharmacy #7

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

Mar-13-2007-348

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the termination of the contract between Jefferson County, Alabama and Vantage Solutions, LLC is hereby ratified and confirmed.

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

Mar-13-2007-349

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

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

W I T N E S S E T H:

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

WHEREAS, the County recognizes historical sites as educational and economic resources of the County; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$25,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Restore the historic Jaffe Warehouse and grounds for use as a community library.

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

City of Clay

Charles Hart, Mayor

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

Mar-13-2007-350

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

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

W I T N E S S E T H:

WHEREAS, the County recognizes that municipalities constitute a resource of the County that 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 \$25,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Purchase radios for the police department in the City of Morris.

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

City of Morris

Graig Drummond, Mayor

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

Mar-13-2007-351

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

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

W I T N E S S E T H:

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

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

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$5,000 upon execution of this contract.
3. The Contractee shall provide the following services:

- a. Purchase band equipment for the band at Pinson Valley 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 Langford seconded by Commissioner Humphryes that the above resolution be adopted. Voting "Aye" Langford, Humphryes, Carns, Collins and Smoot.

Mar-13-2007-352

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Morris Youth Athletic Association (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County recognizes that athletic, recreational and educational opportunities are valuable resources of the County; and

WHEREAS, the County recognizes that quality athletic organizations constitute a resource of the County that generates substantial social and healthful activity and improves and enhances the quality of life in Jefferson County and serve as goodwill ambassadors from Jefferson County in other cities and states; 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 \$3,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide funds for the Capital Funds Campaign for proposed softball complex and community playground.

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

Morris Youth Athletic Association

Contractee

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

Mar-13-2007-353

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

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

W I T N E S S E T H:

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

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

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

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties

agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$600 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide costs for the Special Needs Luncheon which honors the Special Needs students at Shades Valley Technical Academies-Dabbs Campus.

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Jefferson County Board of Education

Dr. Phil Hammonds, Superintendent

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

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

BEGINNING CHECK NUMBER 388028

ENDING CHECK NUMBER 388452

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

President

ATTEST

Minute Clerk