

STATE OF ALABAMA)

JEFFERSON COUNTY) May 24, 2007

The Commission met in special 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

At the Pre-Commission meeting, Commission President, Bettye Fine Collins, presiding, and with the following members present: Commissioner Larry Langford, Commissioner Shelia Smoot, Commissioner Bobby Humphryes and Commissioner Jim Carns, Commissioner Collins called the County Commission into a special meeting to consider action upon a matter of emergency about which Commissioner Collins has determined, in the best interest of citizens of Jefferson County, must not be delayed until the next regular meeting of the County Commission. Commissioner Collins stated following item was time sensitive and needed to be acted upon today. There being no objection or a motion to overrule the determination of an emergency, the special meeting proceeded.

May-24-2007-659-SP-MTG

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Campbell and Associates to perform an equipment evaluation appraisal of the Jefferson County Central Laundry located at 120 County Shop Road, Birmingham, Alabama in the amount of \$4,750.

CONTRACT NO. GSD-01

#### APPRAISAL SERVICES CONTRACT

THIS AGREEMENT entered into this 21<sup>st</sup> day of May, 2007, by and between Jefferson County, Alabama, hereinafter called "the County", and Campbell and Associates, hereinafter called "the Contractor". The effective date of this agreement shall be June 1, 2007.

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

WHEREAS, the Contractor desires to furnish said appraisal 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:** Contractor shall perform an equipment evaluation of the Jefferson County Central Laundry located at 120 County Shop Road, Birmingham, Alabama and provide a report including the itemizing listing of all machinery, equipment and process systems on a detailed line item basis. The valuation concept presented in Contractor's report shall be Fair Market Value in Use/Place. The value concept is defined as:

"The judgment of worth of a property, utilized in a manufacturing or production operation, to its owners. It is the value of the property, to its owner/user, which is based on the productive contribution of the property to the entity.

The "Fair Market in Use/Place" value can be generally justified when: (1) the property is fulfilling a reasonable, identifiable economic demand for the service it provides or houses: (2) the property improvements have a reasonable remaining economic life; (3) there is responsible ownership and competent management: (4) diversion of the property to an alternate use would not be economically feasible; and (5) continuation of present use is assumed. This value concept is applicable for marketing property on a going concern basis, or for allocation of the purchase price after acquisition."

Contractor's report will be prepared in compliance with the requirements of the Uniform Standards of Professional Appraisal Practices (USPAP).

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional appraisal services to General Services any time after the execution date of this Contract. The completion date of all services under this Contract is fourteen (14) business days after Contractor has been given the notice to proceed by general Services.

4. **COMPENSATION:** The Contractor shall be compensated for services rendered at a total cost of \$4750.00 payable upon submission of an invoice. This price shall be inclusive of all travel costs and expenses involved in the preparation of Contractor's report. Services required beyond the completion and delivery of Contractor's report, other than for general classification issues, will be billed at \$225.00 per hour, plus expenses.

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:  
David F. Campbell, Senior Partner  
Campbell and Associates

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

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the agreement between Jefferson County, Alabama and Element Health, Inc. to extend the agreement to September 30, 2007 and add \$65,000 for dietary consulting services and training to Jefferson Rehabilitation and Health Center Dietary Department. Total agreement amount not to exceed \$258,520.

AMENDMENT TO CONTRACT AMENDMENT NO. 2

This Amendment to Contract entered into this 3<sup>rd</sup> day of January, 2007 by and between Jefferson County, Alabama through the Jefferson Rehabilitation and Health Center (hereinafter referred to as the "Jefferson County Commission") and Element Health, Inc. (hereinafter referred to as the "Contractor").

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties entered into on the 24<sup>th</sup> day of June, 2005, which was approved by the Commission on 7-5-2005 and recorded in Minute Book 148, Page(s) 430-432, is hereby amended as follows:

Item 1. Under the "Term of Work" paragraph 2 in this contract, change the end date from December 31, 2006 to September 30, 2007.

Reason: Center to continue using Contractor to providing consulting on dietary issues and provide training, as needed, to reinforce the ongoing in-service training provided to the Center's Dieticians and Food Service Assistants.

Item 2. Under the "Rate of Pay" paragraph 3 in the contract, change the not to exceed amount from \$193,520.00 to \$258,520.00.

JEFFERSON COUNTY COMMISSION:

Bettye Fine Collins, President

CONTRACTOR:

Rebecca Kelly, President

Element Health, Inc.

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

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BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the agreement between Jefferson County, Alabama and Sheridan Black, CTRS, CEA to extend agreement to September 30, 2007 and add \$15,000 for Contractor to assume the duties of Patient Activity Director at Jefferson Rehabilitation and Health Center.

AMENDMENT TO CONTRACT

AMENDMENT NO. 2

This Amendment to Contract entered into this 1<sup>st</sup> day of January, 2007 by and between Jefferson County, Alabama through the Jefferson Rehabilitation and Health Center (hereinafter referred to as the "Jefferson County Commission") and Sheridan Black (hereinafter referred to as the "Contractee").

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties entered into on the 20<sup>th</sup> day of April, 2004, which was approved by the Commission at Minute Book 144, Page 365, is hereby amended as follows:

Item I (c). Under the "Scope of Work" paragraph in this contract, change the end date from September 30, 2005 to September 30, 2007

ADD: Contractor to provide the duties of a Patient Activity Director provided there is no Merit System or Classified employee available to fill this position.

Item VI: Amend the contract by adding \$15,000.00 to cover the additional service referenced above.

All other terms and conditions remain as previously written.

JEFFERSON COUNTY COMMISSION:

Bettye Fine Collins, President

CONTRACTEE:

Sheridan Black, CTRS, CEA

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

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Thereupon the Commission Meeting was adjourned to meet Tuesday, May 29, 2007, at 10:00 a.m. in Commission Chambers.

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President

ATTEST

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Minute Clerk