

STATE OF ALABAMA)

JEFFERSON COUNTY) June 5, 2007

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

District 1 Larry Langford

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that the Minutes of May 29, 2007, be approved. Voting "Aye" Humphryes, Carns, Collins and Langford.

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Jun-5-2007-700

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Special Meeting of the Jefferson County Commission held on May 31, 2007, at 10:00 a.m. in the Jefferson County Courthouse in Birmingham is hereby acknowledged and confirmed and the following resolutions and actions taken and approved by the County Commission therein are hereby acknowledged, confirmed, ratified and approved.

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

May-31-2007-699-SP-MTG

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute Federal Form 8849 - Claim for Refund of Excise Taxes in order that Jefferson County may receive a refund of federal excise tax on its telephone service.

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

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STAFF DEVELOPMENT

Multiple Staff Development

Jefferson Rehabilitation & Health Center/3 Participants

Carlette Smith	Montgomery, Alabama	\$20.00
Derry Johnson	OBRA Pre-admission Screening Training	\$20.00
Joy Smith	May 24, 2007	\$20.00

Individual Staff Development

Lisa Meuse	Information Tech	Orange Beach, Alabama Assn. of Alabama Tax Administrators August 5-9, 2007	\$1,409.68
Sherri C. Friday	Probate Court	Orange Beach, Alabama Alabama Assn. of Probate Judges Conference June 24-27, 2007	\$922.76
Linda Webster	Roads & Trans	Orlando, Florida IRWA Principles of Real Estate Appraisal Course July 8-13, 2007	\$1,406.20

Barry Isbell	Roads & Trans	Charlotte, North Carolina National Roadside Vegetation Management Assn. Conference October 1-6, 2007	\$953.11
E. Wayne Sullivan	Roads & Trans	Anniston, Alabama Assn. of County Engineers of Alabama June 27-28, 2007	\$322.63
E. Wayne Sullivan	Roads & Trans	Montgomery, Alabama Assn. of County Engineers of Alabama July 25-26, 2007	\$212.00
E. Wayne Sullivan	Roads & Trans	Orange Beach, Alabama Assn. of County Commission of Alabama August 20-24, 2007	\$839.37
E. Wayne Sullivan	Roads & Trans	Richmond Virginia NACO Steering Committee Meeting July 11-15, 2007	\$171.00
Lavette Lyas-Brown	Personnel Board	Biloxi, Mississippi Alabama Lawyers Assn. 17 <sup>th</sup> Annual Spring Retreat May 31 - June 3, 2007 For Information Only	\$1,155.46

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

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

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

1. JEFFERSON COUNTY REHABILITATION & HEALTH CENTER FROM SUREQUEST SYSTEMS, INC., DALLAS, TX, FOR DIETARY SOFTWARE. REFERENCE TAG# 810452 \$17,819.00 TOTAL REFERENCE BID# 100-07
2. COMMUNITY DEVELOPMENT FROM BIRMINGHAM TIMES, BIRMINGHAM, AL, TO CHANGE ORDER REQUISITION TO ADD \$5,000.00 TO P.O. 263698 TO PAY FOR ADVERTISING INVOICES. REFERENCE TAG# 780368 \$50,000.00 TOTAL
3. SHERIFF'S DEPARTMENT FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, TO ADD FUNDS TO PURCHASE ORDER. REFERENCE P.O. # 268720 \$20,000.00 TOTAL REFERENCE BID# 123-07
4. JEFFERSON COUNTY SHERIFF'S OFFICE FROM ABC TOWING, BIRMINGHAM, AL, TO ADD FUNDS TO OPEN CONTRACT PO FOR TOWING SERVICES. REFERENCE P.O. # 257675 \$15,000.00 TOTAL REFERENCE BID# 239-05
5. PROBATE COURT FROM CORPORATE EXPRESS, BIRMINGHAM, AL, FOR TONER CARTRIDGES. REFERENCE TAG# 820867, 820865, 820863, 820868 & 820651 \$9,329.25 TOTAL REFERENCE BID# 159-06
6. COMMUNITY DEVELOPMENT FROM BIRMINGHAM TIMES, BIRMINGHAM, AL, TO CHANGE ORDER REQUISITION TO ADD \$5,000.00 TO P.O. 263698 TO PAY FOR ADVERTISING INVOICES. REFERENCE TAG# 780368 \$5,000.00 TOTAL
7. INFORMATION SERVICES NETWORK FROM DELL MARKETING L P, ATLANTA, GA, FOR PCS WITH VISTA OS FOR TESTING AND TRAINING (QUANTITY 4 @ \$3,160.24 / EACH). REFERENCE TAG# 816988 \$12,640.96 TOTAL REFERENCE BID# 81-07
8. INFORMATION SERVICES - NETWORK FROM DELL MARKETING L P, ATLANTA, GA, FOR PCS WITH VISTA OS FOR TESTING AND TRAINING (QUANTITY 5 @ \$3,516.04 / EACH). REFERENCE TAG# 816988 \$17,580.20 TOTAL

REFERENCE BID# 81-07

9. GENERAL SERVICES FROM CAMFILFARR, BIRMINGHAM, AL, FOR PLEATED/BAG AIR FILTERS.

REFERENCE TAG# 820181, 820183, 820184, 820185, 820190, 820191, 820192, 820193 & 820194

REFERENCE P.O. # 271986 \$5,666.12 TOTAL

10. COOPER GREEN MERCY HOSPITAL (CENTRAL SUPPLY) FROM PHILIPS MEDICAL SYSTEMS, ANDOVER, MA, FOR SLAVE MONITORS. REFERENCE TAG# 797914 \$8,850.00 TOTAL REFERENCE BID# 332-04

11. COOPER GREEN MERCY HOSPITAL (CENTRAL OPERATIONS) FROM PHILIPS MEDICAL SYSTEMS, ANDOVER, MA, AND FOR PACU MONITORS. REFERENCE TAG# 802335, 802337, 802345, 802346 & 802347 \$8,703.00 TOTAL

REFERENCE BID# 196-07

12. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM ZIMMER USA, ATLANTA, GA, FOR TOTAL HIP REPLACEMENT.

REFERENCE TAG# 818535 \$6,965.70 TOTAL REFERENCE BID# 21-07

13. JEFFERSON REHABILITATION & HEALTH CENTER FROM ELEMENT HEALTH, INC., BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FURS TO EXISTING P.O. 240554 FOR CONTRACTOR TO PROVIDE CONSULTING ON DIETARY ISSUES AND TRAINING TO REINFORCE THE ONGOING IN SERVICE TRAINING PROVIDED TO THE JRHC'S DIETICIANS AND FOOD SERVICE ASSISTANTS. REFERENCE TAG# 661627 \$65,000.00 TOTAL

AMENDMENT TO CONTRACT APPROVED BY THE COMMISSION ON 5/24/07 AND RECORDED IN MINUTE BOOK 153 ON PAGE 476.

14. JEFFERSON REHABILITATION & HEALTH CENTER FROM SHERIDAN BLACK, BIRMINGHAM, AL, FOR CONTRACTOR TO PROVIDE THE SERVICES OF A PATIENT ACTIVITIES DIRECTOR TO THE RESIDENTS OF THE JRHC PROVIDED A MERIT SYSTEM OR CLASSIFIED EMPLOYEE IS NOT AVAILABLE TO FILL THE POSITION.

REFERENCE TAG# 818727 \$15,000.00 TOTAL

AMENDMENT TO CONTRACT APPROVED BY THE COMMISSION ON 5/24/07 AND RECORDED IN MINUTE BOOK 153 ON PAGES 476-477.

15. ROADS & TRANSPORTATION DEPARTMENT FROM SANTEK ENVIRONMENT INC., CLEVELAND, TN, FOR CONTRACTOR LANDFILL CHARGES FOR C & D AND BRUSH DISPOSED OF BY THE ROADS & TRANSPORTATION DEPT. IN EXCESS OF AMOUNT ALLOWED BY CONTRACT APPROVED BY THE COUNTY COMMISSION.

REFERENCE TAG# 817769 & 817777 \$41,368.15 TOTAL

LANDFILL LEASE AGREEMENT APPROVED BY THE COMMISSION ON 1/1/06.

16. COMMUNITY DEVELOPMENT FROM BIRMINGHAM TIMES, BIRMINGHAM, AL TO CHANGE ORDER REQUISITION TO ADD \$5,000.00 TO P.O. 263698 TO PAY FOR ADVERTISING INVOICES. REFERENCE TAG #780368

\$50,000.00 TOTAL

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

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

June 5, 2007

Vendor Number	Vendor	Description	Department	Amount	
JOINT RESPONSIBILITY					
01	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	SHERIFF: BHAM ENFORCEMENT	279.67
02	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	TAX ASSESSOR BIRMINGHAM	76.95
03	0020894	REALTY INSURANCE	PUBLIC OFFICIAL BOND	PROBATE COURT	125.00
04	0029842	GEOFFERY L PARKER	TUITION REIMBURSEMENT	SHERIFF: BHAM ENFORCEMENT	240.00
05	0034204	DAVE LIVELY	TUITION REIMBURSEMENT	LAW LIBRARY	855.00
06	0035440	ALAN HERALD	TRAVEL REIMBURSEMENT	SHERIFF: BHAM ENFORCEMENT	413.86
07	0038608	LINN RICHARDS	COURT COST REIMBURSEMENT	COUNTY ATTORNEY	226.00

ROADS & TRANSPORTATION

08	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	LAND DEVELOPMENT	122.32
09	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	EMERGENCY MANAGEMENT	959.86
10	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	LAND DEVELOPMENT	14.00
11	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	R&T: RIGHT OF WAY	667.81
12	0023559	FRANK E HUMBER	TRAVEL REIMBURSEMENT	LAND DEVELOPMENT	61.44
13	0027100	MIKE E HARTER	TRAVEL REIMBURSEMENT	EMERGENCY MANAGEMENT	59.01
14	0038422	STEVE Q JONES	TRAVEL REIMBURSEMENT	LAND DEVELOPMENT	107.08

ENVIRONMENTAL SERVICES

15	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	CONSTRUCT SEWER LINE	215.46
16	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	ES: LEEDS WWTP	216.03
17	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	COMMUNITY DEVELOPMENT	28.26
18	0017535	TURNER BROS CONSTRUCTION	REFUND IMPACT FEE	ENVIRONMENTAL SERVICES	440.00
19	0017535	TURNER BROS CONSTRUCTION	REFUND IMPACT FEE	ENVIRONMENTAL SERVICES	440.00

HEALTH AND HUMAN SERVICES

20	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	JEFFERSON REHAB: PLANT OPERATION	285.94
21	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	CGH: NURSE ADMINISTRATION	869.90
22	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	CORONER/MEDICAL EXAMINERS	116.05
23	0022464	AMERICAN DIETETIC ASSOCIATION	ANNUAL SUBSCRIPTION	JEFFERSON REHAB: DIETARY	300.00
24	0030611	HCPRO	FALSE CLAIMS ACT TRAINING KIT	JEFFERSON REHAB: QUALITY	317.00
25	0030611	HCPRO	SUBSCRIPTION RENEWAL	JEFFERSON REHAB: QUALITY	353.00
26	0030611	HCPRO	SUBSCRIPTION RENEWAL	JEFFERSON REHAB: QUALITY	353.00

FINANCE AND GENERAL SERVICES

27	0010534	REGIONAL PLANNING	SALARIES, SUPPLIES, UTILITIES	FINANCE ADMINISTRATION	7446.61
28	0010534	REGIONAL PLANNING	SALARIES, SUPPLIES, UTILITIES	FINANCE ADMINISTRATION	9865.98
29	0010924	COBBS ALLEN & HALL	NOTARY BOND & FILING FEE	PAYROLL	63.00
30	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	FAMILY COURT ADMINISTRATION	768.45
31	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	REVENUE	31.13
32	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	GEN SVCS: MAINTENANCE	420.37
33	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	REVENUE	243.92
34	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	FINANCE SEWER SERVICES	100.00
35	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	GEN SVCS: CRAFTS	274.50
36	0012543	NATIONAL COUNCIL OF JUVENILE	MEMBERSHIP MCGEE SORELL	FAMILY COURT ADMINISTRATION	96.64

INFORMATION TECHNOLOGY

37	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	INFORMATION TECHNOLOGY	57.20
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PERSONNEL BOARD

38	0037229	MARC GREENWOOD	PER DIEM REIMBURSEMENT	PER BD: TESTING	125.00
39	0037237	DEXTER PETTAWAY	PER DIEM REIMBURSEMENT	PER BD: TESTING	221.84
40	0038216	RODRIGUEZ THORNTON	PER DIEM REIMBURSEMENT	PER BD: TESTING	485.46
41	0038218	CHARLES JOSEPH	PER DIEM REIMBURSEMENT	PER BD: TESTING	457.92
42	0038219	LORRAINE HUTCHINSON	PER DIEM REIMBURSEMENT	PER BD: TESTING	125.00
43	0038220	JOHN UNGER	PER DIEM REIMBURSEMENT	PER BD: TESTING	453.86
44	0038383	SANDRA RICHARDS	PER DIEM REIMBURSEMENT	PER BD: TESTING	321.02
45	0038733	TERENCE A DELANEY	PER DIEM REIMBURSEMENT	PER BD: TESTING	433.60
46	0038734	FREDERICK GUNTHER	PER DIEM REIMBURSEMENT	PER BD: TESTING	125.00
47	0038735	MICHAEL MCCAIN	PER DIEM REIMBURSEMENT	PER BD: TESTING	221.40
48	0038736	JOHN HESS	PER DIEM REIMBURSEMENT	PER BD: TESTING	133.10
49	0038737	MICHAEL WASHINGTON	PER DIEM REIMBURSEMENT	PER BD: TESTING	161.46
50	0038738	MAJOR MCNEIL	PER DIEM REIMBURSEMENT	PER BD: TESTING	311.30
51	0038739	DONALD PAYNE	PER DIEM REIMBURSEMENT	PER BD: TESTING	125.00
52	0038740	HARRY NOBLE	PER DIEM REIMBURSEMENT	PER BD: TESTING	125.00
53	0038741	MARY SIMONTON	PER DIEM REIMBURSEMENT	PER BD: TESTING	299.16
54	0038742	JOSEPH MUNN	PER DIEM REIMBURSEMENT	PER BD: TESTING	471.68
55	0038743	CHERYL CAMPBELL	PER DIEM REIMBURSEMENT	PER BD: TESTING	125.00
56	0038744	RONALD BUTCHER	PER DIEM REIMBURSEMENT	PER BD: TESTING	246.60
57	0038745	DENNIS MCCANN	PER DIEM REIMBURSEMENT	PER BD: TESTING	146.88
58	0038746	BRYANT TATE	PER DIEM REIMBURSEMENT	PER BD: TESTING	252.98
59	0038747	DONALD DUBBEL	PER DIEM REIMBURSEMENT	PER BD: TESTING	160.64
60	0038748	ROBERT COOLEY	PER DIEM REIMBURSEMENT	PER BD: TESTING	304.82
61	0038749	MARK D JOHNSON	PER DIEM REIMBURSEMENT	PER BD: TESTING	297.04
02	0038750	MIKE PASCHAL	PER DIEM REIMBURSEMENT	PER BD: TESTING	142.82
63	0038751	REGINALD D AMOS	PER DIEM REIMBURSEMENT	PER BD: TESTING	125.00
64	0038752	IRNELL JONES	PER DIEM REIMBURSEMENT	PER BD: TESTING	243.70
65	0038753	DAVID MCDARIS	PER DIEM REIMBURSEMENT	PER BD: TESTING	189.43
66	0038754	VICTOR HORNE	PER DIEM REIMBURSEMENT	PER BD: TESTING	25.00

Motion was made by Commissioner Langford seconded by Commissioner Humphryes that the Unusual Demands be approved.

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

REQUEST FOR CERTIFICATION

Commission Support

Administrative Assistant III

Probate Court

Chief Clerk - Probate Court

Finance - Purchasing - Intergovernmental

Purchasing Coordinator

Human Resources

Senior Administrative Analyst

Tax Assessor - Birmingham

Administrative Assistant I - 2 positions

Administrative Assistant II - 2 positions

Senior Accountant

Tax Assessor - Bessemer

Personal Property Appraiser

Treasurer

Accounting Assistant II

Information Technology

Information Security Officer

Information Services - Systems Development & Administration

Systems Analyst

Information Services - Technical Services

Computer Operator III

Network System Administrator II - regular and provisional

Manager Info Tech Infrastructure

Information Services - GIS

Systems Analyst - GIS - 2 positions

Information Services - Network Support

Administrative Assistant II

Information Services - Project Management Office

Manager Project Management Officer

General Services - Maintenance

Maintenance Repair Worker II

General Services - Grounds

Laborer I

General Services - Custodial

Laborer II

General Services - County Home

Maintenance Repair Worker II

General Services - Cooper Green Mercy Hospital

Biomedical Technician

General Services - Communications

Laborer III

General Services - Gardendale

Maintenance Repair Worker

Cooper Green Mercy Hospital - Medical/Surgical

Licensed Practical Nurse

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

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Communication was read from Budget & Management recommending the following:

**A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION**

1. Commission Support \$0

Delete an Administrative Specialist (Gr. 31) and add an Administrative Assistant III (Gr. 16). Annual savings \$36,617.50. No Additional Funds Required.

2. Information Technology \$0

Add an Information Security Officer (Gr. 32) and delete a Manager Systems Analyst (Gr. 34). Annual savings \$7,572.35. No Additional Funds Required.

3. Community Development - Home Program \$247,149.59

Shift budgets from the General Fund back to Fund 62 per federal guidelines. No Additional Funds Required.

4. Finance - Sewer Billing \$15,600

Increase revenue and expenditure collection and recovery to pay pending invoice. No Additional Funds Required.

5. General Services \$0

Delete two Biomedical Coordinators (Gr. 21) and add two Biomedical Technicians (Gr. 21). Change in classification made by Personnel Board. No Additional Funds Required.

6. Debt Service (\$8,500)

Close unused revenue account. Loan (source of revenue) has been paid in full. No Additional Funds Required.

7. Information Technology \$0

Delete an Administrative Assistant III (Gr. 16) and add an Administrative Assistant II (Gr. 13). Annual savings \$4,699. No Additional Funds Required.

8. Community Development \$779,607.09

Shift budgets from General Fund back to Fund 17 per federal guidelines. No Additional Funds Required.

9. Community Development \$35,370.52

Shift budgets from General Fund back to Fund 17 per federal guidelines. No Additional Funds Required.

10. Community Development \$1,226,944.43

Shift budgets from General Fund back to Fund 17 per federal guidelines. No Additional Funds Required.

11. Emergency Management Agency (\$26,899.42)

Decrease funds to close out unused grant funds. No Additional Funds Required.

12. Economic Development (\$2,304,811.72)

Delete rollover budgets for completed grants. No Additional Funds Required.

#### **B. OTHER BUDGET AMENDMENTS**

13. Finance/Sewer Billing \$10,500

Shift funds and add purchasing memorandum to purchase a truck. No Additional Funds Required.

14. Emergency Management Agency \$79,672.50

Add purchasing memorandum to purchase five new sirens. No Additional Funds Required.

15. Emergency Management Agency \$18,875

Add purchasing memorandum to purchase swat paks and carrying case. No Additional Funds Required.

16. Information Technology \$24,485

Shift funds and add purchasing memorandum to purchase five Windows Vista computers for Help Desk technicians. No Additional Funds Required.

17. Information Technology \$90,171

Shift funds and add purchasing memorandum to purchase video conferencing equipment. No Additional Funds Required.

18. Family Court \$12,397

Add purchasing memorandum to purchase four computers and a printer. No Additional Funds Required.

#### **C. FOR INFORMATION ONLY**

Sheriff's Department \$0

Add an Administrative Assistant III to Court Services. Annual difference \$8,688.49. No Additional Funds Required.

Sheriff's Department \$0

Delete an Administrative Assistant I from Court Services. No Additional Funds Required.

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

Jun-5-2007-701

Whereas, Jefferson County, through its Office of Community Development, will undertake various projects as part of its ongoing Community Development Block Grant programs; and

Whereas, the Jefferson County Office of Community Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

Whereas, only when no significant environmental impact, other than beneficial, is determined or anticipated to result from a project as a result of the Environmental Review, the Office of Community Development will submit a "Finding of No Significant Impact" to the President of the Jefferson County Commission for execution.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President Bettye Fine Collins is authorized and hereby directed to execute the Finding of No Significant Impact for the Center Point Senior Center Expansion Project (CD05-03A-A04M4-CPS).

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

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Jun-5-2007-702

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed pursuant to making application to the U.S. Department of Housing and Urban Development for Community Development Block Grant funds; and

Whereas, the Jefferson County Office of Community Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

Whereas, only when the required and appropriate environmental review techniques processes have been completed will the Office of Community Development submit a Request for Release of Funds to the President of the Jefferson County Commission for execution; and

Whereas, the Chief Executive Officer of the jurisdiction submitting application for said funding is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision making and action assumed and carried out by the applicant.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President Bettye Fine Collins is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the Center Point Senior Center Expansion Project (CD05-03A-A04M4-CPS) from the Community Development Block Grant Program.

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

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Jun-5-2007-703

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is requiring that all recipients of CDBG, HOME, HOPWA, and ESG, prepare a Consolidated Plan and an annual Action Plan in order to receive grant funds; and

WHEREAS, the Jefferson County Commission finds that said grants are vitally needed for providing housing assistance, neighborhood improvements, and economic development activities directed to the needs of low and moderate income families and persons, aiding in the prevention and elimination of slums and blight, creating jobs, and addressing other community development needs

having a particular urgency to the community's health, welfare and safety; and

WHEREAS, Jefferson County has involved in its planning process citizens, non-profit organizations and other area governments to develop a comprehensive approach to solving the problems of low and moderate income people resulting in the Jefferson County Consolidated Plan in 2005 and the Proposed 2007 Action Plan;

WHEREAS, The Office of Community Development has developed a list of proposed housing, emergency shelter, HOME, infrastructure and public service projects for the 2007 Action Plan based on the needs of the community as addressed in a series of public hearings and an assessment of the priority of those needs;

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama, that the Jefferson County Office of Community Development is authorized and hereby directed to make available to the public according to the Citizens Participation Plan, the proposed list of infrastructure, homeless, housing and public service projects for the 2007 Action Plan for public comment.

JEFFERSON COUNTY CONSORTIUM  
PROPOSED 2007-08 ACTION PLAN SUMMARY FOR  
COMMUNITY DEVELOPMENT PROGRAMS  
INTRODUCTION

The United States Department of Housing and Urban Development requires that in order to receive funding under the Community Development Block Grant Program (CDBG), the Home Investment Partnerships Program (HOME), the Emergency Shelter Grant Program (ESG), and the Housing Opportunities for Persons with AIDS Program (HOPWA), each entitlement city or urban county must prepare a Consolidated Plan. This Plan was prepared in the year 2000. The Plan identifies housing and non-housing needs over a five year period, assigns priorities to each of the needs and a strategy for meeting those needs, and sets out a one year Action Plan establishing funding. The overall goal of the community development programs is to develop viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for low- and moderate-income persons.

The Jefferson County Consortium is made up of the unincorporated areas of Jefferson County, Alabama and 30 municipalities within the County. The Cities of Birmingham, Bessemer and Hoover, County Line and West Jefferson are the only cities in the County not participating in the Consortium. Birmingham, Bessemer and Hoover are entitlement cities themselves. This proposed 2007 Action Plan was developed in cooperation with these cities and with the assistance of area agencies and the public. The final Projected Use of Funds will be developed after receiving citizen comments and views at a public hearing to be held on Wednesday, June 27, 2007 at 2:00 PM at the Jefferson County Office of Community & Economic Development, 716 Richard Arrington Jr. Blvd. North Suite A430 (Downtown Birmingham). Comments regarding this proposal will be received until 4:00 PM on Friday, July 13, 2007. Special accommodations are available, upon request, for those with disabilities. Those requiring special accommodations or questions regarding the Plan, should call Yolanda Caver at 325-5761 in advance for assistance.

AVAILABILITY OF THE PROPOSED 2007 ACTION PLAN

This is a summary of the proposed 2007 Action Plan for Community Development Programs. A complete copy of the plan may be reviewed at the Jefferson County Office of Community Development, 716 Richard Arrington Jr. Blvd. North Suite A430, Birmingham, AL 35203, or by calling 325-5761. Arrangements can also be made to meet the Special Needs Requirements of those with disabilities. Those in this category should contact the Office of Community Development at the above address and telephone number. Copies of the proposed 2007 One-Year Action Plan may also be viewed at the following Public Libraries:

Adamsville Public Library  
1984 Forestdale Blvd.  
Adamsville, AL 35214

Fairfield Public Library  
4615 Gary Avenue  
Fairfield, AL 35064

Fultondale Public Library  
1015 Walker Chapel Road  
Fultondale, AL 35071

Homewood Public Library  
1721 Oxmoor Road  
Homewood, AL 35209

Irondale Public Library  
105 20th Street, South  
Irondale, AL 35210

Leeds Public Library  
802 Parkway Dr., SE  
Leeds, AL 35094

Midfield Public Library  
400 Breland Drive  
Midfield, AL 35228

Trussville Public Library  
201 Parkway  
Trussville, AL 35173

Tarrant Public Library  
1143 Ford Avenue  
Tarrant, AL 35217

Warrior Public Library  
10 First Street  
Warrior, AL 35180

Hueytown Public Library  
1372 Hueytown Road  
Hueytown, AL 35023



The Jefferson County Consortium Proposed One Year Action Plan for the 2007-2008 Program Year outlines the proposed projects to be undertaken by the County with funds from the Community Development Block Grant Program (CDBG), the Home Investment Partnerships Program (HOME), and the Emergency Shelter Grant Program (ESG). Outline below are the projects listed by housing and non-housing categories and how the projects address the County's overall strategy.

Jefferson County expects to receive \$2,116,915 in CDBG funds, \$80,000 in CDBG program income; \$957,870.00 in HOME funds, \$225,000.00 in County match, \$18,970.00 in ADDI and \$250,000.00 in HOME program income; and \$91,848 in federal ESG funds making a total of \$3,740,603 in funds available for Program Year 2007-08.

Housing programs will receive \$422,532 of the total CDBG funds available. These Housing Programs will include Housing Program Delivery, Housing Emergency Grant Program, Housing Accessibility Grant Program, Volunteer Based Housing Rehabilitation Program, and Lead Hazard Reduction Grant Program.

Non-housing programs to be funded under the CDBG program include economic development programs, public services, public facilities and infrastructure improvements as well as planning and administration costs. The expenditures on these programs are as follows:

Public Facilities	\$1,030,000
Infrastructure Improvements	0
Public Services	55,000
Senior Programs	0
Economic Development	100,000
Program Administration	439,383

Homeless Assistance Programs: Jefferson County anticipates receiving \$91,848 Federal ESG funds. Requirements on ESG funding including unlimited operations, unlimited renovations, essential services (limited to 30% of total grant), prevention (limited to 30% of total grant, and must be spent within 6 months), and staff salaries (limited to 10% of total grant). Jefferson County Emergency Shelter Program Administration funds are \$4,348.

HOME Program: Jefferson County anticipates receiving approximately \$957,870.00 in HOME funds, \$18,970.00 in ADDI funds for the Program Year beginning 10/1/07. This figure will be matched by a projected \$225,000.00 in locally generated matching funds, program income of \$250,000.00, for a total of \$1,451,840.00. These funds are proposed for use on a variety of housing programs including the Home Buyers Assistance Program, and the Comprehensive Housing Development Organization (CHDO) funding for special needs rental housing.

#### HOUSING ACTIVITIES TO BE UNDERTAKEN

The following housing programs will be undertaken with funds from the Community Development Block Grant Program and the HOME Program:

	HOME	MATCH
Administration	\$120,000.00	0.00
CHDO	\$143,681.00	0.00
CHDO Administration	\$ 0.00	0.00
Special Needs	\$450,000.00	\$225,000.00
Homebuyer Assistance	\$494,189.00	0.00
ADI	\$ 18,970.00	0.00

#### CDBG

Housing Emergency Grant Program	\$297,532.00
Housing Accessibility Grant Program	\$ 50,000.00
Volunteer Based Housing Rehabilitation	\$ 50,000.00
Lead Hazard Reduction Grant Program	\$ 25,000.00

#### HOMELESS ASSISTANCE ACTIVITIES TO BE UNDERTAKEN

The following grants will be given to agencies that provide services to the homeless, those threatened with homelessness, and those providing services and housing for those living with HIV; funding is from the \$91,848 in Federal Emergency Shelter Grant funds from the Department of Housing and Urban Development:

ESG Administration,	\$ 4,348
AIDS Alabama,	\$17,500 Operations
Aletheia House,	\$17,500 Operations
First Light,	\$17,500 Operations
Pathways,	\$17,500 Operations
YWCA,	\$17,500 Operations

#### NON-HOUSING COMMUNITY DEVELOPMENT PRIORITIES AND PROPOSED ACTIVITIES TO BE UNDERTAKEN

The following non-housing activities will be undertaken with funds from the Community Development Block Grant Program; all were determined to be high priority activities in the Consolidated Plan:

General Administration,	\$439,383
Housing Program Delivery,	\$150,000
Economic Development Technical Assistance,	\$50,000

NEIGHBORHOOD FACILITIES AND INFRASTRUCTURE

Senior Citizens Facilities & Community Facilities:

Fairfield Community Center Expansion,	\$210,000
Adamsville Senior Center Construction,	\$400,000
Trussville Senior Center Expansion,	\$210,000

Public Facilities:

Midfield Library Expansion,	\$210,000
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PUBLIC SERVICES & SENIOR PROGRAMS

Fair Housing Counseling,	\$50,000
MBSH,	\$ 5,000

ECONOMIC DEVELOPMENT

Jefferson County manages an Economic Business Loan Program that provides low interest loan of up to \$250,000 to businesses for expansion. Loans are provided on a county-wide basis, with the goal of creating new jobs for low- and moderate-income residents of the County. Loans may be made from CDBG funds, Section 108 Loans or Float Loans. Section 108 or Float Loans may be up to \$1,000,000.

Economic Development Business Loan Program,	\$50,000
Economic Development Float Loan,	\$1,000,000

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

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Jun-5-2007-704

WHEREAS, a resolution to amend the Community Development Block Grant Consolidated Action Plan for the years 1999 through 2006 was approved on January 2, 2007; and

WHEREAS, in this amended Consolidated Action Plan, \$800,000.00 of Economic Development Business Loan RLF funds were reprogrammed as program income for eligible CDBG projects; and

WHEREAS, in order to utilize these funds in accordance to the amended Consolidated Action Plan, the \$800,000.00 reprogrammed funds must be moved to the Non-Revolving CDBG Fund;

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that the Office of Community Development is authorized to move the \$800,000.00 reprogrammed CDBG funds from the Revolving Loan Fund to the Non-Revolving CDBG Fund in accordance to the amended Consolidated Action Plan.

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

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Jun-5-2007-705

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

Law Library

051079      Dispose      HP 4650N Printer      Not for Jefferson County

Board of Equalization

001960      Dispose      PC      Auction

001962      Dispose      PC      Auction

40841      Dispose      Microfiche Reader/Printer      Auction

960643      Dispose      HP 5 SI Printer      Auction

981217      Dispose      HP 5 SI Printer      Auction

981218      Dispose      HP 5 SI Printer      Auction

981219      Dispose      HP 5 SI Printer      Auction

981220      Dispose      HP 5 SI Printer      Auction

981221      Dispose      HP 5 SI Printer      Auction

981222      Dispose      HP 5 SI Printer      Auction

Revenue

000562      Dispose      Royal Copy Star 3010      Auction

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

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Jun-5-2007-706

BE IT RESOLVED by the Jefferson County Commission that the Finance Director is authorized to transfer \$247,149.59 from General Fund (Fund 01) to Community Development (Fund 62) per federal guidelines.

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

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Jun-5-2007-707

BE IT RESOLVED by the Jefferson County Commission that the Finance Director is authorized to transfer \$779,607.09 from General Fund (Fund 01) to Community Development (Fund 17) per federal guidelines.

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

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Jun-5-2007-708

BE IT RESOLVED by the Jefferson County Commission that the Finance Director is authorized to transfer \$35,370.52 from General Fund (Fund 01) to Community Development (Fund 17) per federal guidelines.

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

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Jun-5-2007-709

BE IT RESOLVED by the Jefferson County Commission that the Finance Director is authorized to transfer \$1,226,944.43 from General Fund (Fund 01) to Community Development (Fund 17) per federal guidelines.

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

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Jun-5-2007-710

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 through the Office of Senior Citizens Services and Birmingham Paratransit Consortium d/b/a Clastran to change transportation billing rate from \$12.25 to \$19.00 per hour and add \$135,816 to line item - Purchased Transportation.

AMENDMENT TO CONTRACT

CONTRACT #393-05

AMENDMENT #3

This Amendment to Contract entered into this 7<sup>th</sup> day of May, 2007, by and between Jefferson County, Alabama through the Office of Senior Citizens Services (hereinafter referred to as "The Jefferson County Commission") and Birmingham Regional Paratransit Consortium d/b/a Clastran (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 15<sup>th</sup> day of October, 2004, which was approved by the Commission on 113004 and recorded in Minute Book 146 at Page(s) 481-484 herein included by reference, is hereby amended as follows:

On page 3 under B. Nutrition, amend the billing rate in Paragraph 1 in the sentence that reads "...The Agency will be billed at the rate of \$12.25 per hour" to read "...The Agency will be billed at the rate of \$19.00 per hour."

On attachment 1, "BUDGET" add \$135,816.00 to the "Purchased Transportation Line Item changing the line item total to read \$478,125.00. Change the Total Budget amount from \$597,940.00 to \$733,756.00

Jefferson County Commission

Bettye Fine Collins, President

CONTRACTOR:

Jim Byram, Chairman of the Board

Birmingham Regional Paratransit Consortium

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

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Jun-5-2007-711

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Caroline Bowes, to fill the unexpired term of Jean Sexton on the Warrior River Fire & Rescue Board of Directors, beginning upon approval and ending December, 2010, be and hereby is approved.

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

Jun-5-2007-712

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission, District 3 annual salary for the

position of Appointed Administrative Secretary - County Commission (classification #904602) be increased from \$24,960.00 to \$45,000.00 effective June 5, 2007.

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

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Jun-5-2007-713

Communication was read from Roads & Transportation recommended the following;

1. BellSouth to install 282' of buried cable at 5901 Overton Road in Irondale.
2. BellSouth to install 1,763' of buried cable at 7250 Lou George Loop Road in Bessemer.
3. Alabama Gas Corporation to install 210' of 2" gas line at Woodmere Creek Townhomes on Woodmere Drive.
4. Alabama Gas Corporation to install 24,975' of 2", 4" and 6" gas main on Brooklane Drive in Hueytown.

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

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Jun-5-2007-714

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.

ITEM 1.

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer  
Department: Roads and Transportation  
Date: May 29, 2007  
Purpose: Payment for Morris/Kimberly Trunk Sewer and Pumping Stations - Pump Station #1  
Tract No. 1 - Morris Basin Agent - Alan Dodd  
Price: \$8,000.00  
Pay to the order of: R. Merritt Rogers  
Mailing Address: P.O. Box 467  
Kimberly, AL 35116  
Fund # 34  
Division # 7363  
Object# 54184  
Sec./Unit 0000  
Project # 1M01A  
Check Delivery Code 5000

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

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Jun-5-2007-715

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Subdivision Surety Deposit Agreement between Jefferson County, Alabama and Vicky Elrod/Mike Elrod Builders, Inc. for roadway improvements.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Vicky Elrod/Mike Elrod Builders, Inc.  
Developer  
Magnolia Ridge Subdivision  
Project  
Seal Coat  
Improvements  
18 Months  
Completion Date  
\$12,870.00  
Deposit

This agreement is between Jefferson County, Alabama (the "County") and the Developer identified above ("Developer").

WITNESSETH:

WHEREAS, Developer is developer of the above project in Jefferson County, Alabama (the "Project"), and has not yet constructed and installed the above described Project improvements (the "Improvements"); and

WHEREAS, the Improvements must be completed to comply with the County's Subdivision Regulations; and

WHEREAS, the Improvements are scheduled and required to be completed before the above completion date (the "Completion Date"); and

WHEREAS, the County is amenable to signing the record plat map for the Project pending completion of the Improvements, if Developer deposits the above sum (the "Deposit") with the County to secure completion of the Improvements.

NOW THEREFORE in consideration of the premises, the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. Developer shall deposit the Deposit with the County to hold in the County's bank deposit account pursuant to this Deposit Agreement.
2. The County shall sign the record plat map for the Project upon receipt of the Deposit.
3. If the Improvements have not been completed on or before the Completion Date, the County shall be entitled to use the Deposit to complete the Improvements. If the proceeds of the Deposit exceed the amount required to complete the Improvements, the excess shall be refunded to Developer.
4. If the amount of the Deposit is insufficient to complete the Improvements, the County shall notify Developer of the amount of the deficiency (the "Deficiency") which sum shall be due and payable from Developer to the County within five business days after delivery or posting in the U. S. Mail of the notice to the following address:

Vicky Elrod/Mike Elrod Builders, Inc.  
705 1<sup>st</sup> Avenue Suite 100  
Pleasant Grove, AL 35127  
Phone 205-369-3196

5. If all of any part of the Deficiency remains unpaid on the sixth business day following delivery of the aforesaid notice, Developer hereby grants the County a Lien for such unpaid amount on all of the real property and interests in real property Developer owns at the site of the Project to secure the payment thereof.
6. If legal action by the County is performed in order to enforce any provision of this Deposit Agreement the Developer hereby agrees to pay the reasonable amount or value thereof and any costs and expenses.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the duly authorized representatives as below.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Vicky Elrod/Mike Elrod Builders, Inc.

Michael B. Elrod, Owner

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

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Jun-5-2007-716

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the Girl Scouts of Cahaba Council for the County to provide fifty loads of churt and the use of County workforce at Camp Coleman.

AGREEMENT

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Girl Scouts of Cahaba Council (hereinafter called the "Municipality").

WITNESSETH:

WHEREAS, the County Commission recognizes that municipalities constitute resources of the County that provide beneficial services, social and healthful activity and improve and enhance the quality of life for a substantial segment of citizens in Jefferson County; and

WHEREAS, Municipality has requested assistance from County with respect to the following described Scope Of Services; and

WHEREAS, the County Commission has determined that it is in the public interest to provide the requested assistance.

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

1. County shall perform the following Scope Of Services:

Deliver 50 loads of chert to the Girl Scouts of Cahaba Council located at Camp Coleman at 4010 Camp Coleman Road, Trussville, Alabama.

2. Municipality shall perform the following Scope Of Services: Spread the chert in the desired location.

3. Municipality and the Municipality representative signed below, certify by the execution of this Agreement that no part of the work performed by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever will be used by or used in any way whatsoever for the personal benefit of any official or member or employee of any Municipality whatsoever or family member of any of them, and any agency or subsidiary of Municipality; and further certify that neither the Municipality nor any of its officials, members or 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 employee, in any manner whatsoever, to secure or obtain this Agreement, and further certify that, except as expressly set out in the Scope Of 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.

4. To the extent allowed by law Municipality shall indemnify and save harmless the County, its officials and employees from all suits, actions or any claims of any character and judgments in any way arising out of County's performance of this Agreement whether alleged in tort or in contract, including any injuries or damages received or sustained by any persons or property due to the performance of the Agreement including any neglect in safeguarding in the work or through use of unacceptable materials in the constructing of the work. This provision shall survive termination of this Agreement.

5. Either party shall have the right to abandon this AGREEMENT at any time, and such action shall in no event be deemed a breach of contract.

IN WITNESS WHEREOF, the parties have 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

GIRL SCOUTS OF CAHABA COUNCIL

Molly C. Gregor, CEO

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

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Jun-5-2007-717

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

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

Project CMAQ-PE07(903) a preliminary engineering program for a corridor study for a a shared use path along the Cane Creek Branch (CSX Abandonment) Rails to Trails Corridor from north of Boyles Yard (east of Black Creek Park) in Fultondale to the

abandoned Spur line at Banner Mines (west of US 78) in Graysville in Jefferson County, Alabama; which Agreement is before this Commission.

2. That the Agreement be executed in the name of the County, for and on behalf of the County Commission.
3. That the Agreement be attested by the County Clerk and the seal of the County affixed thereto.

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

Passed, adopted and approved this 5<sup>th</sup> day of June, 2007

ATTESTED:  
County Clerk

Bettye Fine Collins  
Chairman, Jefferson County Commission

AGREEMENT  
BETWEEN THE STATE OF ALABAMA  
AND  
THE JEFFERSON COUNTY COMMISSION  
Project CMAQ-PE07(903)  
Cane Creek Branch (CSX Abandonment) Rails to Trails  
Jefferson County, Alabama

PART ONE: INTRODUCTION

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the Jefferson County Commission hereinafter referred to as AGENCY, in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

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

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

WHEREAS, the STATE and the AGENCY desire to cooperate in a preliminary engineering program for a corridor study for a shared use path along the Cane Creek Branch (CSX Abandonment) Rails to Trails Corridor from north of Boyles Yard (east of Black Creek Park) in Fultondale to the abandoned Spur line at Banner Mines (west of US 78) in Graysville in Jefferson County, Alabama.

WHEREAS, Federal transportation funds are dedicated specifically to the Birmingham Area by the 2005 Safe, Accountable, Flexible and Efficient Transportation Equity Act Legacy for Users (SAFETEALU), as directed by the Birmingham Metropolitan Planning Organization (MPO), and hereinafter referred to as Congestion Mitigation and Air Quality (CMAQ) Improvement Program funds.

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

PART TWO: PROJECT PROVISIONS

A. Project Description: The AGENCY will undertake a preliminary engineering project in accordance with this Agreement.

1) The Agreement will cover a corridor study for a shared use trail along the Cane Creek (CSX) abandoned rail line.

2) The study will be performed by and for the AGENCY. If the AGENCY elects to utilize the service of a consulting engineer for the planning activities and utilize the Federal funds for such work, it will be necessary for the AGENCY to follow the procedures established by the ALDOT for selecting consulting engineers. It will also be necessary to obtain the permission of ALDOT before beginning the consultant selection process.

3) The project will include an analysis to determine the minimum level of safe accommodation for bicyclists and pedestrians utilizing guidelines and standards contained in the Birmingham Area Bicycle, Pedestrian & Greenway Plan and accompanying documents.

4) It is understood by the AGENCY that failure to carry out the project in accordance with the Agreement, including documents related thereto, may result in the loss of federal funding for the project.

B. This Project will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent AGENCY funds, not to exceed a maximum amount of \$30,000.00 in Federal funds. Any revisions to the grant budget must be approved by the STATE and FHWA and made in accordance with 49 CFR 18. Funds will be available for obligation when allocation by FHWA is made and will be at the level prescribed by FHWA. The estimated cost and participation by the various parties are as follows:

	Total Estimated Cost	Total Estimated Federal Funds	Estimated Local Funds
Preliminary Engineering	\$ 37,500.00	\$ 30,000.00	\$ 7,500.00
Total	\$ 37,500.00	\$ 30,000.00	\$ 7,500.00

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the AGENCY will be



responsible for any overruns. The AGENCY will not be reimbursed for any costs in excess of the awarded amount. The project will commence upon execution of this agreement and upon written authorization to proceed from the STATE directed to the AGENCY. After obligation, these funds are available until expended.

C. Project Funding: It is expressly understood that this is a cost reimbursement program and no federal funds will be provided to the AGENCY prior to accomplishment of work for which reimbursement is requested.

D. Project Budget: The AGENCY will develop and submit to the STATE for approval a project budget. This budget will be in such form and detail as may be required by the STATE. As a minimum, all major work activities will be described and an estimated cost and source of funds will be indicated for each activity. Space will be provided for approval by the Division Engineer and date of such approval. All cost for which the AGENCY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the AGENCY be reimbursed for expenditures over and beyond the amount approved by the FHWA.

E. Purchase of Project Equipment and/or Services: The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable state and federal laws, rules, regulation, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

F. Invoicing: The AGENCY will, when appropriate, submit invoices to the STATE for reimbursement for work performed by or for the AGENCY in carrying out the terms of this agreement. Requests for reimbursement will be made on forms provide by the STATE and will be submitted through the Division Engineer for payment. The AGENCY may bill the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid and the invoice will be notarized. The cost allowable is the cost defined in 41 CFR Subpart 115.7 of the Federal Procurement Regulations and will include direct and indirect cost incurred in carrying out the project as shown in the approved application and the documents related thereto. Invoices for any work performed by the AGENCY under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve month period will not be eligible for payment.

G. Maintenance: Upon completion and acceptance of the work by the STATE, the AGENCY will assume full responsibility for the project work.

H. Contracts under this Agreement: The AGENCY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to the rights and responsibilities under this Agreement, without the prior written approval of the STATE.

I. Records and Reports:

1) Establishment and Maintenance of Accounting Records: The AGENCY will establish and maintain, in accordance with requirements established by the STATE, separate accounts for the project, either independently or separately within its existing system, to be known as the Project Account. The cost accounting system must be adequate and acceptable to the STATE as determined by the auditor of the Alabama Department of Transportation.

2) Documentation of Project Cost: All charges to the Project Account will be supported by properly executed invoices, contracts or vouchers, as applicable, evidencing in proper detail for nature and propriety of the charges, in accordance with the requirements of the STATE.

3) Checks, Orders and Vouchers: All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

4) Financial Statements: The AGENCY will submit to the STATE, at such time as the STATE may require, such financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

5) Right of Access to Records: The STATE will have full access to and right to examine all project records at all times, and all records of any nature which in any manner relate to the project or to this Agreement in any way.

J. Regulations: The STATE hereby obligates the AGENCY to become familiar with all state and federal laws, rules, regulations, and procedures applicable to this Agreement. The STATE, upon request, will furnish to the AGENCY a copy of any and all applicable state and federal laws, rules, regulations, and procedures.

K. Point of Contact: The Third Division of the Alabama Department of Transportation will be the lead agency for the STATE relative to the work under this agreement and will be the point of contact for the AGENCY.

#### PART THREE: MISCELLANEOUS PROVISIONS

A. Agency to Indemnify: The AGENCY will be responsible at all times for this project and all of the work performed under this

Agreement and especially the AGENCY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, employees, and agents of each, in their official and individual capacities, from and against any and all claims, actions, damages, loss, liabilities, including attorney's fees and expenses whatsoever or any amount paid in compromise thereof arising out of or in connection with the performance of the work under this Agreement and this project and from and against these at any time arising out of or in connection with the performed work and project.

B. Audit and Inspection: The AGENCY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, any and all vehicles and equipment utilized or used in performance of the project; records of all transportation services rendered by the AGENCY in the use of such vehicles and equipment; and any and all data and records which in any way relate to the project or to the accomplishment of the project. The AGENCY will also permit the above noted persons to audit the books, records and accounts of the AGENCY pertaining to the project at any and all times, and the AGENCY will give its full cooperation to those persons or their authorized representatives, as applicable.

C. Audit Requirements: The AGENCY will comply with all audit requirements set forth in the Federal Office of Management and Budget (OMB) circular A128 or A133 whichever is applicable.

D. Termination: In the event the AGENCY fails at any time, in any manner, to comply with any provision, requirement, term or condition of this Agreement, such failure will constitute a default by the AGENCY under this Agreement. Any such default or defaults not corrected by the AGENCY within thirty (30) days following receipt of written notice from the STATE by certified or registered mail of such default or defaults, will be deemed a breach by the AGENCY of this Agreement, and the right on the part of the STATE to terminate the Agreement by giving ten (10) days written notice of termination. A waiver by the STATE of a default or defaults by the AGENCY will not constitute a waiver of subsequent default or defaults by the AGENCY. In addition, if funding for this project is terminated by FHWA, the STATE will have the right to terminate this Agreement by giving ten (10) days written notice of termination. Said notice will be mailed by certified or registered mail.

E. Retention of Records: The AGENCY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.

F. Performance: The AGENCY will commence, carry on and complete the project with all practical dispatch, in a sound, economical, and efficient manner.

G. Permission to Start Work: The AGENCY will not proceed with the project work until the STATE gives written authorization for the AGENCY to proceed.

H. It is clearly understood by both parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the design and construction of the proposed improvements.

I. Equal Employment Opportunity: The AGENCY will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The AGENCY will take affirmative action to insure that applicants for employment are employed, and that employees be treated during their employment, without regard to their race, religion, color, sex, or national origin. Such actions will include, but not be limited to the following: employment; upgrading; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Further, the STATE and the Secretary of the USDOT, or either of them or their respective authorize representative, will have full access to, and right to examine any and all AGENCY materials for the purpose of monitoring the AGENCY's compliance with the provisions of this section.

J. Title VICivil Rights Act of 1964: The AGENCY will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C § 2000(d.) et seq.), the regulations of USDOT issued thereunder 49 CFR, Subtitle A, Part 21), and the assurance by the AGENCY pursuant thereto. Furthermore, the STATE and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any and all AGENCY materials which will permit them to monitor the AGENCY for compliance with the provisions of this section.

K. Prohibited Interest: No member, officer, or employee of the AGENCY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

L. Americans with Disabilities Act: The AGENCY will comply with all requirements of The Americans with Disabilities Act of 1990 (ADA).

M. Arbitration: Any dispute concerning a question of fact in connection with the work not disputed of by this Agreement between the AGENCY and the STATE will be referred to the director of the State of Alabama Department of Transportation, whose decision will be final.

N. Participation by Disadvantaged Business Enterprises in FederalAid Programs: The recipients of funds under the terms of this agreement agrees to ensure that Minority Business Enterprises as defined n 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.

O. Other Applicable Regulations: The AGENCY will comply with all applicable standards, orders, or requirements issued under

Section 306 of the Clean Air Act, 42 U.S.C. § 1857(h) as amended by 42 U.S.C. § 7401, et seq., Section 508 of the Federal Water Pollution Act, 33 U.S.C. § 1368, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

P. Subcontracts: The AGENCY will not enter into any subcontract without prior written consent of the STATE and will include in all subcontracts entered into pursuant to this Agreement all of the clauses as required by the STATE.

Q. Exhibits M and N are hereby attached to and made a part of this Agreement.

R. Agreement Change: The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.

S. Drug Free Workplace Act of 1988: The AGENCY assures the STATE that it publishes a statement notifying employees of the policies in support of a drug free workplace; and establishes an ongoing drugfree awareness program.

T. Expiration: This Agreement shall become null and void September 30, 2008, as to any work provided herein which has not been authorized by FHWA.

U. 7/24th Law: Nothing shall be construed under the terms of this Agreement by the AGENCY or the STATE that shall cause any conflict with Section 23163, Code of Alabama, 1975.

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

ATTEST:

THE JEFFERSON COUNTY COMMISSION

County Clerk (Signature)

Betty Fine Collins, As Chairman (Signature)

APPROVED AS TO FORM:

Jim R. Ippolito, Jr., Chief Counsel

Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Brian Davis, Division Engineer

Robert J. Jilla, Multimodal Transportation Engineer

D. W. Vaughn, Chief Engineer

STATE OF ALABAMA ACTING BY AND THROUGH THE ALABAMA DEPARTMENT OF TRANSPORTATION

D. J. McInnes, Transportation Director

The foregoing Agreement is hereby executed in the name of the State of Alabama and signed by the Governor on this day of , 20

Bob Riley

Governor, State of Alabama

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

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Jun-5-2007-718

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-2006-103 Terry L. Pitman, owner; John G. Farley, agent. Change of zoning on Parcel ID #'s 4-13-0-0-1 & 3-18-0-0-part of 7.2 in Section 13 & 18 Twp 14 Range 4 West from A-1(Agriculture) and R-R (Rural Residential) to R-1 (Single Family) for a single family residential subdivision with E-2 density. (Site Only: 9480 Central Road, Warrior, AL 35180) (CORNER) (42 Acres M/L)

Restrictive Covenants: 1. The property shall be developed with no more than 41 lots. 2. The minimum lot size for this development shall not be less than 20,000 square feet; and, 3. Stub streets shall be provided where topographically feasible.

Motion was made by Commissioner Langford seconded by Commissioner Humphryes that Z-06-103 be approved. Aye” Langford, Humphryes, Carns and Collins.

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Jun-5-2007-719

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Ibrahim S. Sabbah, applicant, d/b/a Concord Investment, Inc., located at 5719 Warrior River Road, Concord, AL 35020, for an off-premise retail beer and wine license, be and hereby is approved.

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

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Jun-5-2007-720

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

Cooperative Agreement with the Alabama Department of Homeland Security for grant award in the amount of \$133,134.44 to provide sustainment funding to fire department teams - hazmat, heavy, medium, water and incident support.

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

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Jun-5-2007-721

WHEREAS, in order for the Managing Pharmacist of The Cooper Green Hospital Outpatient Pharmacy to execute applications for books of official order forms and to sign order forms to requisition controlled substances (narcotics) and tax-free alcohol he must have authority from the Jefferson County Commission.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that Joseph W. Doss, R.Ph., Alabama license number10762, Managing Pharmacist of The Cooper Green Hospital Outpatient Pharmacy, a part of a department of the Jefferson County

Commission, be able to execute applications for official order forms and sign such forms in the requisitioning of controlled substances (narcotics) and tax-free alcohol.

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

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Jun-5-2007-722

WHEREAS, in order for the Supervising Pharmacist of Jefferson Health System Pharmacy #2 to execute applications for books of official order forms and to sign order forms to requisition controlled substances (narcotics) and tax-free alcohol she must have authority from the Jefferson County Commission.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that Nadine M. Reese, R.Ph., Alabama license number 12947, Supervising Pharmacist of Jefferson Health System Pharmacy #2, a part of a department of the Jefferson County Commission, be able to execute applications for official order forms and sign such forms in the requisitioning of controlled substances (narcotics) and tax-free alcohol.

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

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Jun-5-2007-723

WHEREAS, in order for the Supervising Pharmacist of Jefferson Health System Pharmacy #3 to execute applications for books of official order forms and to sign order forms to requisition controlled substances (narcotics) and tax-free alcohol she must have authority from the Jefferson County Commission.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that Debora R. Hamilton, Pharm.D., Alabama license number 10637, Supervising Pharmacist of Jefferson Health System Pharmacy #3, a part of a department of the Jefferson County Commission, be able to execute applications for official order forms and sign such forms in the requisitioning of controlled substances (narcotics) and tax-free alcohol.

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

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Jun-5-2007-724

WHEREAS, in order for the Supervising Pharmacist of Jefferson Health System Pharmacy #4 to execute applications for books of official order forms and to sign order forms to requisition controlled substances (narcotics) and tax-free alcohol he must have authority from the Jefferson County Commission.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that Joseph E. McJunkin, R.Ph., Alabama license number 10029, Supervising Pharmacist of Jefferson Health System Pharmacy #4, a part of a department of the Jefferson County Commission, be able to execute applications for official order forms and sign such forms in the requisitioning of controlled substances (narcotics) and tax-free alcohol.

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

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Jun-5-2007-725

WHEREAS, in order for the Supervising Pharmacist of Jefferson Health System Pharmacy #5 to execute applications for books of official order forms and to sign order forms to requisition controlled substances (narcotics) and tax-free alcohol he must have authority from the Jefferson County Commission.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that Jon E. Seeley, R.Ph., Alabama license number 7084, Supervising Pharmacist of Jefferson Health System Pharmacy #5, a part of a department of the Jefferson County Commission, be able to execute applications for official order forms and sign such forms in the requisitioning of controlled substances (narcotics) and tax-free alcohol.

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

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Jun-5-2007-726

WHEREAS, in order for the Supervising Pharmacist of Jefferson Health System Pharmacy #6 to execute applications for books of official order forms and to sign order forms to requisition controlled substances (narcotics) and tax-free alcohol he must have authority from the Jefferson County Commission.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that Vincent J. Musso, R.Ph., Alabama license number 6585, Supervising Pharmacist of Jefferson Health System Pharmacy #6, a part of a department of the Jefferson County Commission, be able to execute applications for official order forms and sign such forms in the requisitioning of controlled substances (narcotics) and tax-free alcohol.

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

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Jun-5-2007-727

WHEREAS, in order for the Supervising Pharmacist of Jefferson Health System Pharmacy #7 to execute applications for books of official order forms and to sign order forms to requisition controlled substances (narcotics) and tax-free alcohol she must have authority from the Jefferson County Commission.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that Jerlyn L. Grimes, R.Ph., Alabama license number 13477, Supervising Pharmacist of Jefferson Health System Pharmacy #7, a part of a department of the Jefferson County Commission, be able to execute applications for official order forms and sign such forms in the requisitioning of controlled substances (narcotics) and tax-free alcohol.

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

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Jun-5-2007-728

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Smart Document Solutions to provide Basic Release of Information Services beginning October 1, 2007 and ending September 30, 2007. This is a revenue agreement.

CONTRACT NO. 352-04

CONTRACT FOR PROFESSIONAL SERVICES

WHEREAS, Jefferson County, Alabama, as a function of county government operating the Cooper Green Mercy Hospital and

WHEREAS, Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital (hereinafter referred to as the "Hospital"), desire to contract for services; and

WHEREAS, THE UNDERSIGNED, Smart Document Solutions (SDS), hereinafter referred to as the "Contractor") desires to furnish services to the Hospital.

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

1. SCOPE OF WORK: Contractor to provide Basic Release of Information Services to the Hospital as listed in Exhibit A, herein referenced and made a part of this Contract. The Contractor shall also provide the following services:

A. Provide correspondence processing and management as listed in Exhibit A (Exhibits on file in Minute Clerk's office)

B. Contractor, at the Hospital's approval, to access, scan or copy patient records for the purpose of complying with authorized requests for health information.

C. Hospital will ascertain whether Contractor is authorized to release copies of the requested health information upon review of patient's records and in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

D. Contractor will respond to all written requests for copies of health information. Contractor will process one nonbillable page for every one billable page at no charge to Hospital. Contractor will prebill for all patient requests that are billable and not continuing care.

E. Contractor will provide all scanning equipment and supplies necessary to process requests for health information. Contractor will use Hospital's equipment to duplicate health information stored on microfilm and for "stat" requests that cannot be scanned. Contractor is not responsible for the reproduction of photographs or x-rays.

F. Contractor will provide access to eSmarlog, an enterprise-wide, internet based secure electronic release of information tracking system, as described in Exhibit B, and eDisclose, an enterprisewide, internet based, secure electronic disclosure tracking system, as described in Exhibit C. Contractor will provide the computer and printer and Hospital will supply all supplies for computer and printer.

G. Hospital will log in all requests when they are received. Contractor will enter into the log the date that the request was processed and which reports were sent. Contractor will reassemble records in the proper order and leave them for the Hospital to refile.

H. Contractor will invoice, address and mail all requests. Contractor will provide postage for all requests (billable and nonbillable).

I. Contractor shall comply with all state and federal laws regarding fees for copies of health information. Contractor will collect a \$5.00 retrieval fee on all applicable attorney and insurance requests. Contractor will pay Hospital \$2.50 on all retrieval fees collected. Contractor will retain all other fees collected.

J. All prepayment fees mailed to the Hospital with requests for health information will be endorsed by the Hospital, if necessary, and given to Contractor's representative(s). Any prepayment checks not remitted to the Contractor will be billed to the facility on a monthly basis. Contractor is solely responsible for the collection of fees due from requesting parties for the processing of health information requests by Contractor's representative(s).

K. No original medical records, charts or files will be removed from the Hospital for any purpose. Contractor may make only the number of copies necessary to comply with the request, and contractor shall send such copies only to the requesting party.

L. Hospital and Contractor acknowledge that nothing contained in the contract is intended to nor shall have the effect of diminishing or eliminating the right of any patient as otherwise provided by law to have access to his or her medical records for purposes of inspection and or copying.

M. Contractor will make copies for the PRO requests. After the PRO reimburses the Hospital for the fees for such copies, Hospital will reimburse Contractor the entire amount reimbursed to them by the PRO. Hospital will supply contractor's representative(s) with PRO requests at least two weeks before such requests are due (excluding onsite reviews) in order to allow sufficient processing time.

N. Contractor's representatives are hired, trained and managed by Contractor. Contractor invests substantially in advertising and recruiting, as well as in testing and training of its representatives. Therefore, Hospital agrees not to solicit any Contractor representative to become an employee of the Hospital either while representative is working for Contractor or for a minimum of 90 days after employee terminates from Contractor. If the Hospital solicits or recruits said representative during this specified period, Hospital agrees to (i) pay Contractor a transfer fee of \$2,500.00 and (ii) give contractor two weeks notice to replace the representative. Contractor will adhere to the same regarding the Hospital's employees.

2. TERM OF WORK: The term of this agreement should be for one year commencing October 01, 2007 and ending in September 30, 2008.

3.

4. RATE OF PAY: The Contractor will provide the service at a rate of \$0.00 per month to the Hospital but reserves the right to renegotiate the rate upon termination or expiration of the Contract.

5. OTHER BENEFITS AND COMPENSATION: None

6. WORKMEN'S COMPENSATION, FICA TAXES, OCCUPATIONAL TAXES, ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES: 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.

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

8. HOLD HARMLESS AND INDEMNIFICATION: Contractor agrees to indemnify and hold harmless the Hospital, its officers and employees and shall be liable only for the negligent acts and omissions of its officers, employees, and agents which occur within the scope of their performance hereunder.

9. 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. Contractor and Hospital further agree to the following:

A. Hospital shall secure approved authorization(s) before contractor scans any patient information.

B. Contractor shall respect all confidentiality rights regarding patient information contained in patient medical records. Any disclosure of health information will be limited to that portion of the medical record needed to fulfill the specific request of the authorized disclosure.

C. Contractor assumes no responsibility for any loss or liability that results, directly or indirectly, from inaccurate information, incorrectly dated material, insufficient or improper authorizations, or any other type of faulty medical records documentation that is furnished by the Hospital to the Contractor.

D. Unless expressly authorized by the patient or the patient's duly appointed and authorized representative, Contractor will not release any records regarding psychiatric care, alcoholism/alcohol abuse, drug abuse, HIV and HIV test results. The Hospital shall be solely responsible for securing, verifying and approving authorizations for the reproduction of any records regarding psychiatric care, alcoholism/alcohol abuse, drug abuse, HIV or HIV test results.

E. Contractor will not, under any circumstances, release health information to any person other than as directly by the duly authorized requesting party.

F. At the Hospital's request, Contractor's authorized representative(s) will sign Hospital's Confidentiality Statement.

G. Contractor represents and warrants that it complies with applicable (1) electronic data transmissions that are required by U.S. government agencies for the transmission of health information, and (2) laws and regulations that protect the privacy and security of individually identifiable health information including regulations promulgated under the Federal Health Insurance Portability and Accountability Act. Contractor will enter into a Business Associate Agreement (or addendum) required by such regulations.

10. 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.

Contractor has and will maintain a \$3,000,000 Errors and Omissions liability insurance policy which insures against a negligent act, error, or omissions and the oral or written publication of material that violates a person's right to privacy. Contractor also maintains a \$1,000,000 per occurrence/\$2,000,000 general aggregate Commercial Liability Policy.

11. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of the 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

CONTRACTOR

Peter A. Schmitt, CFO

Smart Document Solutions (SDS)

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

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Jun-5-2007-729

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital and Family Comfort Hospice, LLC for CGMH to provide inpatient hospital services as required. This is a revenue agreement, with reimbursement set at current Medicare Hospice rates for services rendered.

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

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Jun-5-2007-730

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital and Family Comfort Hospice of Bessemer for CGMH to provide inpatient hospital services as required. This is a revenue agreement, with reimbursement set at current Medicare Hospice rates for services rendered.

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

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Jun-5-2007-731

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital and Medco Health Solutions, Inc. to allow pharmacies to submit Medicare Part D claim for patients covered Medco sponsored plan.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the District Attorney and Deputy District Attorney John C. Crescenzi to have the County provided compensation, pension contribution and health insurance amounts paid directly to the Office of Prosecution Services and merged with State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

AGREEMENT

RECITAL:

Alabama law requires Jefferson County to pay specified annual compensation to the Birmingham and Bessemer District Attorneys and their deputies. The law also requires the State to pay a portion of the compensation for the District Attorneys and for some of the Deputy District Attorneys. Where the compensation responsibility is divided between the County and the State, the Attorneys' pension membership is also divided between the County pension and the State pension. Through this Agreement, the parties establish an option for the District Attorneys and the Deputy District Attorneys to elect to have the County provided compensation, pension contribution and health insurance amounts for single or family coverage paid directly to the Office of Prosecution Services (OPS) and merged with the State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

WITNESSETH:

IN CONSIDERATION OF THE PREMISES, Jefferson County (the County), the District Attorney and the Deputy District Attorney agree as set out below:

Definition: As used herein the term "County provided compensation/benefits" shall mean:

- a) The respective salary amounts for DDA's established by legislative act (and as amended) applicable to the Birmingham and Bessemer District Attorneys Offices and directed to be payable by Jefferson County as salary compensation;
- b) An amount equal to 3% of the salary compensation representing an employer pension match;
- c) An amount equal to 86% of the amount paid by the State toward the cost of State health insurance for either single or family coverage elected by the DDA.

\* In accordance with past practice, the County shall include an amount for FICA upon the condition that the County will be reimbursed by the State.

- 1) By execution below, the Deputy District Attorney hereby elects to have his County-provided compensation/benefits paid directly to the Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.
- 2) By execution below, the District Attorney hereby endorses and approves the above election of the Deputy District Attorney.
- 3) The County hereby agrees to make monthly payments of the County-provided compensation/benefits directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the Deputy District Attorney on the OPS payroll.
- 4) The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically amended to reflect changes in the compensation to be paid by the County; i.e., the annual step raises and promotions for Deputy District Attorneys and changes in insurance coverage and the amount paid by the State.
- 5) This Agreement may be terminated by any party upon two months prior written notice to the other parties.
- 6) The effective date of this Agreement shall be July 1, 1999, or upon the effective date of the undersigned DDA's election, if later.

IN WITNESS WHEREOF, the parties have executed this Agreement as reflected below.

Date	JEFFERSON COUNTY, ALABAMA Bettye Fine Collins, President Jefferson County Commission
Date	David Barber District Attorney Birmingham Division
Date	John C. Crescenzi, Deputy District Attorney Birmingham Division

AMENDMENT AGREEMENT

WITNESSETH

IN CONSIDERATION OF THE PREMISES, the Agreement between Jefferson County (the County), the District Attorney, and the Deputy District Attorneys of October, 1999, approved by County Commission Resolution No. Sept. 29-99 No. 1274, Minute Book 125, page 531, is hereby amended as follows:

Paragraph (3), page 2, is amended to read:

- (3) The County hereby agrees to make the quarterly payments in advance, no later than the 10<sup>th</sup> day of the months January, April, July and October of each year, of the Countyprovided compensation/ benefits, directly to the Office of Prosecution

Services for merger with the State-provided compensation and paid to the deputy district attorney on the OPS payroll.

IN WITNESS WHEREOF, the parties have executed this Amendment Agreement as reflected below.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

David Barber, District Attorney

John C. Crescenzi, Deputy District Attorney

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

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Jun-5-2007-733

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Better Basics, Inc. (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 \$2,500.00 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Provide programs in the schools located in the City of Birmingham and Jefferson County that will enable children to improve their reading skills, establish the habit of reading and writing and to experience arts, cultural and educational presentation through the Reading Intervention, MORE (Motivators of Reading Enrichment) and school-wide enrichment programs.

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

Better Basics, Inc.

Ginny Bugg, Executive Director

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

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Jun-5-2007-734

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Agreement for Professional Services for the Jefferson County Consent between Jefferson County and URS Corporation in the amount of \$5,000.00. This Agreement provides for necessary professional services required by the County as a result of the settlement of Civil Action Nos. 93-G-2492-S and 94-G-2947-S which pertain to the Consent Decree Program.

AGREEMENT FOR PROFESSIONAL SERVICES  
FOR THE JEFFERSON COUNTY  
CONSENT DECREE PROGRAM

This AGREEMENT, by and between Jefferson County, in the State of Alabama, as party of the First Part, hereinafter referred to as the COUNTY, and URS CORPORATION as party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for consideration hereinafter mentioned with payment administered by the COUNTY to provide necessary professional services associated with the Jefferson County Consent Decree.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties as follows.

ARTICLE I - SCOPE OF WORK

Specifically excluded in the scope of work under this AGREEMENT is actual, construction, repair, renovation or maintenance of public works improvements by the CONSULTANT.

SECTION 1 - OBLIGATION OF CONSULTANT TO COUNTY:

Subject to the limitations set forth in Article III, the CONSULTANT will provide professional services as required by the COUNTY in connection with the settlement of Civil Action Nos. 93-G-2492-S and 94-G-2947-S as follows:

1. Assess preliminary strategies for termination of the Consent Decree.
2. Meet with various parties to the Consent Decree to discuss the viability of various termination strategies.
3. Report its findings in writing to the Environmental Services Department staff and the Commissioner of Environmental Services.

SECTION 2 - OBLIGATION OF COUNTY TO THE CONSULTANT:

It is understood that the COUNTY will:

1. Furnish design standards and provide full information as to the requirements for the project.
2. Assist the CONSULTANT by placing at their disposal all relevant information pertinent to the project.
3. Designate a Project Manager to coordinate the CONSULTANT S work and to assist as the COUNTY S representative with respect to the work to be performed under this AGREEMENT.
4. Guarantee access to and make provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the work under this AGREEMENT.
5. Examine studies, reports, drawings, proposals, and other documents presented by the CONSULTANT and render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

SECTION 3 - CONFERENCES AND VISITS TO THE SITE:

1. Conferences will be held at the request of either the COUNTY or the CONSULTANT to discuss matters pertinent to any phase of

this project.

2. Requests for visits to the site may be made by the COUNTY or the CONSULTANT in conjunction with any other party or parties.

## ARTICLE II - TIME OF BEGINNING AND COMPLETION

### SECTION 1: TIME OF BEGINNING AND COMPLETION:

1. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within ten (10) days after receipt of written notice from the COUNTY to proceed. The COUNTY will not notify the CONSULTANT to commence work until both parties have formally approved this AGREEMENT.

2. CONSULTANT will complete the scope of work as outlined under Article 1 within 3 months after final acceptance by the COUNTY of the AGREEMENT. Should delay attributable to causes beyond the control of the CONSULTANT be encountered, such as would extend the contract work period beyond the anticipated date, the parties may adjust the amount of this contract by amendment, so as to reflect the cost of additional expense items and additional fees, if any, arising from the delay.

3. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration, which will increase or decrease the scope of work outlined in this AGREEMENT, the parties may adjust the time limits specified herein in accordance with Article IV, Section 1.

4. The time limits of this AGREEMENT shall not be extended by automatic renewal. Time limits shall only be extended by a formal amendment to this AGREEMENT approved by the Jefferson County Commission.

## ARTICLE III - PAYMENT

### SECTION 1 - PAYMENT:

For services performed by the CONSULTANT under this AGREEMENT, and as full complete compensation therefor, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise provided herein, subject to and in conformity with all provisions of this AGREEMENT, the COUNTY will pay the CONSULTANT as follows:

1. For the work contemplated under Article I, Section 1, compensation will be provided for actual work performed at the unit rates shown in the attached Exhibit A which is hereby incorporated into this AGREEMENT in an amount not to exceed Five-Thousand Dollars (\$5,000). The contract amount will not be exceeded except by formal amendment to this AGREEMENT.

2. The above represents the CONSULTANT'S best estimate of anticipated hours and costs to perform this contract. Actual project time will be determined at a later date, which could decrease actual billings.

3. Payment will be made, not more often than once monthly, in such amounts as evidenced by the submittal of receipts and invoices by the CONSULTANT to the Environmental Services Department of the COUNTY, and other evidence of performance as the COUNTY may deem necessary. The COUNTY will make payment to the CONSULTANT within ten (10) days upon receipt of the payment request by the County Finance Department.

### SECTION 2 - FINAL PAYMENT AS A RELEASE:

Acceptance by the CONSULTANT of final payment will constitute and operate as a release to the COUNTY for all claims and liability of the CONSULTANT, his representative and assigns for all things done, furnished or relating to the service rendered by the CONSULTANT under or in connection with this AGREEMENT or any part thereof provided that no unpaid invoice exists because of extra work required at the request of the COUNTY.

## ARTICLE IV - MISCELLANEOUS PROVISIONS

### SECTION 1 - CHANGES OF WORK:

1. If, during the term of this AGREEMENT, additional services are required of the CONSULTANT other than those specified above or major changes in the work become necessary or desirable, the COUNTY may order, in writing, the CONSULTANT to perform such services or make such changes. If the CONSULTANT is of the opinion that the work he has been directed to perform is beyond the scope of their AGREEMENT and constitutes extra work, the CONSULTANT will within ten (10) days notify the COUNTY in writing and receive approval from the COUNTY that such work does constitute extra work, additional time for completion of the contract and payment for the additional work will be negotiated by Amendment to this AGREEMENT.

2. Likewise, during the term of this AGREEMENT any service specified may be deleted and/or reduced at the discretion of the COUNTY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fee will be made on a proportionate basis.

### SECTION 2 - OWNERSHIP OF ENGINEERING DOCUMENTS:

Upon completion of the work covered by this AGREEMENT and receipt of payment by CONSULTANT for work performed, the CONSULTANT will make available to the COUNTY, all documents and data pertaining to the work or to the project, and that material will become the property of the COUNTY. All original tracings or maps and other engineering data furnished to the COUNTY by the CONSULTANT will bear thereon the endorsement of the CONSULTANT.

### SECTION 3 - CONSULTANTS ENDORSEMENT:

The CONSULTANT will endorse the original title or cover sheets of all reports and engineering data required to be furnished by him under the terms of this AGREEMENT. All endorsements will contain the seal and original signature of an Alabama licensed professional engineer who is a bona fide employee of the CONSULTANT.

SECTION 4 - NOT USED

SECTION 5 - TERMINATION OR ABANDONMENT:

1. The COUNTY will have the right to terminate or amend the AGREEMENT at any time, and such action will not be deemed a breach of the contract.
2. The COUNTY has the right to terminate this AGREEMENT at its sole discretion upon ten (10) days written notice to the CONSULTANT and make settlement with the CONSULTANT upon an equitable basis in accordance with the following. In determining the value of the work performed and final compensation to the CONSULTANT, the COUNTY will apply the following:
  - a. No consideration will be given to profit which the CONSULTANT might have made on the uncompleted portion of the work.
  - b. If the AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT will be determined by the COUNTY establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payments previously made.
  - c. If the AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT will be determined by the COUNTY confirming all reimbursable costs incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

SECTION 6 - RESPONSIBILITY FOR CLAIMS AND LIABILITY:

1. The CONSULTANT will be responsible for all damage to life and property due to its negligence, and that of its subcontractors, agents or employees in connection with its services under this AGREEMENT. THE CONSULTANT specifically agrees that its subcontractors, agents, or employees will possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform.
2. The CONSULTANT agrees to indemnify, hold harmless and defend, if requested, the COUNTY, its elected officials, officers and employees (hereinafter referred to in this paragraph collectively as "COUNTY"), from and against any and all loss or expense against or imposed upon COUNTY because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of, or as a consequence of, breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, negligent acts, errors or omissions including engineering design even though such injuries or death or damage to property is claimed to be due in part to the negligent acts, errors or omissions of the CONSULTANT, his subcontractors, the contractor, his subcontractor, the COUNTY, its elected officials, officers or employees. Nothing contained in this paragraph should be construed to obligate the CONSULTANT to indemnify the COUNTY for its own negligence, the negligence of its contractors, subcontractors or others.
3. The Additional Terms and Conditions for liability and damages given in the attached Exhibit B are hereby incorporated into this Agreement.
4. CONSULTANT, without extra compensation, shall carry insurance of the kinds and in amounts set out below. All insurance will be by companies authorized to do business in Alabama involving those types of insurance. Before beginning work, CONSULTANT will file with the COUNTY a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby or a copy of the required insurance policies.

General Liability and Property Damage	\$ 300,000.00
Automobile and Truck Bodily Injury Liability and Property Damage Liability Insurance	\$ 300,000.00
Professional Liability Insurance	\$1,000,000.00

5. A 30 day notification is required from the insurer to the COUNTY for any current or potential claim against the CONSULTANT that could affect the limits of their policy. Also, the CONSULTANT shall notify the COUNTY within 30 days about any change in policy limits. The foregoing Indemnity Agreement shall not be limited by reason of any insurance coverage provided.

SECTION 7 - GENERAL COMPLIANCE WITH LAWS:

The CONSULTANT shall comply with the provisions of the Labor Law, all State Laws, Federal and Local Statutes, Ordinances and Regulations that are applicable to the performance of this AGREEMENT, and especially laws, ordinance and statutes prohibiting discrimination in employment of persons on account of race, creed, color or national origin, and all applicable provisions of Title 6, Code of Federal Regulations, and procure all necessary licenses and permits.

SECTION 8 - SUBLETTING, ASSIGNMENT OR TRANSFER:

There shall be no assignment, subletting, or transfer of the interests of the CONSULTANT in any of the work covered by this AGREEMENT without written consent of the COUNTY. In the event the COUNTY gives such consent, the terms and conditions of this AGREEMENT shall apply to and bind the party or parties to whom such work is consigned, sublet or transferred as fully and completely as the CONSULTANT is hereby bound and obligated.

SECTION 9 - EMPLOYMENT OF COUNTY WORKERS:

1. The CONSULTANT will not engage, in full, part time, or other basis during the period of the AGREEMENT, any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employ of the COUNTY, except regularly retired employees, without written consent of the public employer of such person.
2. The CONSULTANT warrants that he has not employed or retained any company, or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty the COUNTY will have the right to annul this contract without liability or at its discretion deduct from the contract price or consideration or otherwise recover the full amount of such fees, commission, percentage, brokerage fee, gifts, or contingent fee.
3. No COUNTY official or employee of the COUNTY will be admitted to any share or part of this AGREEMENT, or to any benefit that may arise therefrom, except the use of the facility being designed as enjoyed by the public.

SECTION 10 - CONTROL:

All work by the CONSULTANT will be done in a manner satisfactory to the COUNTY and in accordance with the established policies, practices, and procedures of the COUNTY.

SECTION 11 - CONDITIONS AFFECTING WORK:

1. The CONSULTANT will be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope, and type of work hereunder, and the general and local conditions that can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution of this AGREEMENT, unless such understandings or representations by the COUNTY are expressly stated herein.
2. The CONSULTANT and Subconsultants are to maintain all books, documents, papers, accounting records and other evidences pertaining to cost incurred for this project, and to make such material available at their respective offices at all times during the contract period and for three (3) years from the date of final payment of the COUNTY funds under the terms of the contract for inspection by the COUNTY or any authorized representative of the COUNTY Government, and copies thereof will be furnished if requested. Costs for such copies will be the responsibility of the requesting party.
3. During the performance of this contract, the CONSULTANT, its assignees and successors in interest, agree as follows:
  - a. Non-Discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity provisions of Executive Order 11246 of September 24, 1965.
  - b. Solicitations of Subcontractor, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier will be notified by the CONSULTANT of the CONSULTANT'S obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.
  - c. Sanctions of Noncompliance: In the event of the CONSULTANT'S noncompliance with any material provisions of this contract, the COUNTY may impose such contract sanctions as allowed by applicable law, including but not limited to the following:
    - i. Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies; and/or
    - ii. Cancellation, termination, or suspension of the contract, in whole or in part.

ARTICLE V - EXECUTORY CLAUSE

SECTION 1 - EXECUTORY CLAUSE:

1. The CONSULTANT specifically agrees that this AGREEMENT will be deemed executory only to the extent of monies available, and the COUNTY, beyond the monies available, will incur no liability for the purpose.
2. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of the COUNTY by reason hereof, and then he will not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to any officer or employee of the COUNTY, including, but not limited to workers compensation coverage or retirement membership or credit.

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, URS Corporation on the \_\_\_\_\_ day of \_\_\_\_\_, 2007 and Jefferson County on the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

URS Corporation  
Steven R. Flukinger

