

STATE OF ALABAMA)

JEFFERSON COUNTY) January 16, 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 Humphries

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Carns seconded by Commissioner Langford that the Minutes of January 9, 2007, be approved. Voting "Aye" Carns, Langford, Collins and Humphries.

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Jan-16-2007-77

Whereas, Dr. Oleh Shamshur, was appointed Extraordinary and Plenipotentiary Ambassador of Ukraine to the United States on January 24, 2006 by President Viktor Yushchenko, and

Whereas, Ambassador Shamshur graduated cum laude from Taras Shevchenko Kyiv University, Department of International Relations and International Law, specialization in International Relations in 1978; and in 1982 received Doctor of Philosophy in History from Kyiv University, and served as Deputy Minister of Foreign Affairs of Ukraine; and

Whereas, during his distinguished career, Ambassador Shamshur has also served as Head of the European Union Department, Ministry of Foreign Affairs of Ukraine; as Minister/Counsellor, Embassy of Ukraine to the Benelux Countries; as Deputy Chairman, State Committee for Nationalities and Migration of Ukraine, member of the President's Commission on Citizenship; as First Secretary/Counsellor of the Permanent Mission of Ukraine to the United Nations and other international organizations in Geneva; as Visiting Scholar at the University of London; and as Director of Programs at the Institute of Social and Economic Problems of Foreign Countries, Academy of Sciences of Ukraine; and

Whereas, Ambassador Shamshur is the author of over sixty publications; and

Whereas, Vinnytsya, Ukraine is the sister city to Birmingham, Alabama.

Now, therefore, be it resolved, that the Jefferson County Commission hereby expresses its warmest welcome and appreciation to Ambassador Oleh Shamshur on his visit to Jefferson County and Birmingham, Alabama.

Adopted by the Jefferson County Commission in Birmingham, Alabama. A copy of this resolution is spread upon the minutes of the Jefferson County Commission on this the 16<sup>th</sup> day of January Two Thousand and Seven.

Bettye Fine Collins, President

Jim Carns, Commissioner

Bobby Humphries, Commissioner

Larry Langford, Commissioner

Shelia Smoot, Commissioner

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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STAFF DEVELOPMENT

Multiple Staff Development

Community Development/2 Participants			
Keith Strother		Atlanta, Georgia	\$614.80
Deborah Sasser		HUD Environmental Training January 29 - February 1, 2007	\$560.80
Cooper Green Hospital/5 Participants			
Robin King		Birmingham, Alabama	\$100.00
Ginger Brown		Alabama Assn. of Health Information Management	\$100.00
Maxie Cunningham		Presenting Seminar Annual Coding Symposium	\$100.00
Varner Edwards		January 19, 2007	\$100.00
Valencia Porterfield			\$100.00
Cooper Green Hospital/2 Participants			
Lucille Irby		Birmingham, Alabama	\$119.00
Tanya Shelton		AlaSHET Fall Conference October 19-20, 2006	\$119.00
Jefferson Rehabilitation & Health Center/4 Participants			
Carlette Smith		Birmingham, Alabama	\$40.00
Vickie Knight		Revised Surveyor Guidance for Pharmacy Services	\$40.00
Argeria Simpson		January 18, 2007	\$40.00
Varletta Locket			\$40.00
Revenue/2 Participants			
Eddie Woodis		Tampa, Florida	\$1,156.50
Wesley Scott Moore		Audit Jim Walter, Inc. February 3 -10, 2007	\$1,723.50
Revenue/2 Participants			
Travis Hulsey		Montgomery, Alabama	\$75.00
Eric Pruitt		Alabama Licensing Officials Conference January 9-10, 2007	\$75.00
Tax Assessor/2 Participants			
Willie Mae Wilson		Tuscaloosa, Alabama	\$820.95
Russell Christie		AL IX: Personal Property Appraisal Manual January 21-26, 2007	\$820.95
Tax Assessor/2 Participants			
Daniel McAlpine		Huntsville, Alabama	\$600.14
Sandra Rice		AL IXV: Subdivision Layouts January 23-26, 2007	\$620.30
Individual Staff Development			
Sandrall Hullett	CGH	New Orleans, Louisiana NAPH Spring Leadership Roundtable February 7-9, 2007	\$1,465.20
Deborah Andrews	CGH	Birmingham, Alabama Alaha Leadership Forum 2007 February 9-10, 2007	\$325.00
Susan Moon	Family Court	Montgomery, Alabama Psychiatric Treatment: Learning, Helping & Understanding January 25, 2007	\$35.00
Calvin Avery	Sheriff's Dept.	Tuscaloosa, Alabama 80 Hour Refresher Course at the APOSTC Law Enforcement Academy November 26 - December 8, 2006	\$1,288.90
Sandra Rice	Tax Assessor	Bessemer, Alabama AL VIII: Advance Mapping February 5-9, 2007	\$275.00

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

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. INFORMATION SERVICES - TECH FROM COMPUTER ASSOCIATES, DALLAS, TX, FOR SOFTWARE MAINTENANCE FOR 2007. REFERENCE TAG# 744833,744834,782253 \$34,011.00 TOTAL  
REFERENCE BID# 290-04
2. REPORT FOR ERP PROJECT TEAM FROM SAP PUBLIC SERVICES INC, PHILADELPHIA, PA, FOR MAINTENANCE AND SUPPORT FOR SAP ERP SOFTWARE FOR THE PERIOD 1/1/07 THRU 12/31 /07.  
REFERENCE TAG# 779492,783581,783588 & 783589 REFERENCE PO# 264455 REFERENCE BID# 29-05  
\$224,219.46 TOTAL
3. SAP IMPLEMENTATION PROJECT FROM LOGICAL CHOICE TECHNOLOGIES, DULUTH, GA, FOR SUN SERVERS AND EQUIPMENT. REFERENCE PO# 264292 \$683,979.47 TOTAL REFERENCE BID# 379-06
4. GENERAL SERVICES FROM CONTRACTORS STEEL SUPPLY, MONTGOMERY, AL, FOR BESSEMER JAIL EXPANSION STRUCTURAL STEEL PACKAGE. REFERENCE BID# 85-07 \$503,731.00 TOTAL
5. ALL COUNTY DEPARTMENTS AND PACA FROM DURHAM AUCTIONS, INC, HATTIESBURG, MS, TO HAVE JEFFERSON COUNTY'S ANNUAL PUBLIC AUCTION ON APRIL 25, 2007 TO SELL SURPLUS EQUIPMENT AND MATERIALS. REFERENCE BID# 83-05 \$3.79% COMMISSION ON GRAND TOTAL FROM SALE.
6. COOPER GREEN HOSPITAL (LAB/PATHOLOGY) FROM CARDINAL HEALTH, CHARLOTTE, NC, FOR HISTOLOGY SUPPLIES AS NEEDED FY07. REFERENCE TAG# 786055 \$ 12,000.00 TOTAL REFERENCE BID# 359-06
7. SHERIFF'S DEPARTMENT BHAM FROM KUSTOM SIGNALS INC, KANSAS CITY, MO, FOR RADAR INSTRUMENTS AND TRAFFIC ENFORCEMENT. REFERENCE TAG# 785813,785727 \$19,875.00 TOTAL  
REFERENCE PO# 264514 REFERENCE BID# 257-05
8. COOPER GREEN HOSPITAL FROM PARK PLACE INTERNATIONAL, CHAGRIN FALLS, OH, FOR MAINTENANCE CONTRACT: DATA GENERAL EQUIPMENT. REFERENCE TAG# 772960 \$14,976.00 TOTAL  
REFERENCE BID# 64-07

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

January 16, 2007

Vendor Number	Vendor	Description	Department	Amount	
JOINT RESPONSIBILITY					
01	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	SHERIFF: BHAM JAIL	592.43
02	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	BD OF EQUALIZATION	33.22
03	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	PROBATE COURT	1034.00
04	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	PROBATE COURT	379.00
05	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	S.E.P. SUPPL ENVIRONMENTAL	91.13
06	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	S.E.P. SUPPL ENVIRONMENTAL	327.21
07	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	COMMISSIONER, DISTRICT	309.02
08	0024024	ALA CHAPLAINS ASSOCIATION	MEMBERSHIP WILLIE HARDLEY	SHERIFF: BHAM JAIL	25.00
09	0034579	FBILEEDA	MEMBERSHIP A FARLEY	SHERIFF: BESS ENFORCEMENT	50.00
10	0035768	INTNL ASSOC OF COMPUTERS	MEMBERSHIP BRIDGES CARPENTER	SHERIFF: BHAM ENFORCEMENT	100.00
11	0037780	MARILYN KING	TUITION REIMBURSEMENT	DISTRICT ATTORNEY	576.00
ROADS & TRANSPORTATION					
12	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	R&T: HIGHWAY MAINT KETONA	65.67
13	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	R&T: BRIDGE MAINTENANCE	933.71
14	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	FLEET MGMT: ADMINISTRATION	29.95
15	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	FLEET MGMT: ADMINISTRATION	10.00
16	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	LAND DEVELOPMENT	14.99

17	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	FLEET MGMT: ADMINISTRATION	160.10
18	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	FLEET MGMT: ADMINISTRATION	73.09
19	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	R&T: HIGHWAY MAINTENANCE	2.92
20	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	R&T: HIGHWAY MAINTENANCE	397.91
21	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	R&T: HIGHWAY MAINTENANCE	86.89
22	0012230	MARSHALL & SWIFT	2007 RENEWAL L WEBSTER	R&T: RIGHT OF WAY	397.95
23	0038188	PETER BENNETT	SAFE ROOM GRANT REBATE	EMA GRANT PROGRAMS	3500.00
24	0038213	LARRY BAGGETT	RIGHT OF WAY	R&T: RIGHT OF WAY	15460.00

ENVIRONMENTAL SERVICES

25	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	TV INSPECTION & GROUP	185.98
26	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	VILLAGE LINE MAINTENANCE	49.99
27	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	ADMINISTRATION LINE	90.55
28	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	ES: SANITATION ADMINISTRATION	25.52
29	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	ES: PACKAGE WWTP	59.29
30	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	ES: INSTRUMENT SHOP	34.93
31	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	ES: VILLAGE MAINTENANCE	474.23
32	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	ES: VALLEY MAINTENANCE	125.03
33	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	ES: VALLEY MAINTENANCE	8.46
34	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	ES: FIVE MILE CREEK	84.99
35	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	TV INSPECTION & GROUP	174.95
36	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	VILLAGE LINE MAINTENANCE	30.00
37	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	ES: SANITATION ADMINISTRATION	221.08
38	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	ES: SANITATION ADMINISTRATION	33.97
39	0015772	RICHARD L MIXON	TRAVEL REIMBURSEMENT	ES: SANITATION ADMINISTRATION	89.92

HEALTH AND HUMAN SERVICES

40	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	CORONER/MEDICAL EXAM	91.34
41	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	CORONER/MEDICAL EXAM	223.94
42	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	JEFFERSON REHAB	189.00
43	0019598	ALABAMA HOSPITAL ASSOCIATION	PAYMENTS FOR MEALS	CGH: ADMINISTRATION	25.01
44	0022296	NATIONAL ASSOCIATION	MEMBERSHIP SANDRAL HULL	CGH: ADMINISTRATION	235.00
45	0022296	NATIONAL ASSOCIATION	MEMBERSHIP OLIVER WALKER	JEFFERSON REHAB	250.00
46	0022429	RONALD LOCHRIDGE	INSURANCE REIMBURSEMENT	CGH: ADMINISTRATION	98.00
47	0023370	LETHA DANIEL	FUNDS MABLE DOWDLE	JEFFERSON REHAB	30.00
48	0023373	GLORIA TINGLE	FUNDS CARRIE KIRKSEY	JEFFERSON REHAB	30.00
49	0023386	JRHC PETTY CASH	PATIENT FUND DISTRIBUTION	JEFFERSON REHAB	140.00
50	0026506	BRENDA WILSON	FUNDS RUBY HOWARD	JEFFERSON REHAB	30.00
51	0027842	CYNTHIA ROBINSON	INSURANCE REIMBURSEMENT	CGH: ADMINISTRATION	98.00
52	0028694	WAYNE FARRIS	FUNDS MARGIE FARRIS	JEFFERSON REHAB	116.00
53	0034381	ANGELA FRAZIER	FUNDS ANNIE JONES	JEFFERSON REHAB	30.00
54	0034434	RONALD D CLAYTON	INSURANCE REIMBURSEMENT	CGH: ADMINISTRATION	120.00
55	0034862	TOMMY DUNN	FUNDS VALESTA DUNN	JEFFERSON REHAB	159.00
56	0034863	ROY MARTIN	FUNDS ENBRY HART	JEFFERSON REHAB	173.00
57	0035013	DOUG TURNER	FUNDS BETTY TURNER	JEFFERSON REHAB	30.00
58	0035547	CHARLES DENSMORE	FUNDS DELLA DENSMORE	JEFFERSON REHAB	30.00
59	0036125	CORRIE POWELL	FUNDS MARY HAWKINS	JEFFERSON REHAB	30.00
60	0036126	LATONYA PARKER	FUNDS RUTHIE GORDON	JEFFERSON REHAB	30.00
61	0036200	WILLIAM PARKER	FUNDS VICTORIA PARKER	JEFFERSON REHAB	30.00
62	0036617	MONICA STRICKLAND	FUNDS MARY ALLEN	JEFFERSON REHAB	206.00
63	007376	DIANNE GOODWIN	FUNDS GLADYS OLDHAM	JEFFERSON REHAB	30.00
64	0037376	DIANNE GOODWIN	FUNDS BENJAMIN OLDHAM	JEFFERSON REHAB	30.00
65	0037493	BARBARA ENNIS	FUNDS LIMMIE MUMPHORD	JEFFERSON REHAB	30.00
66	0037494	BARBARA CARTER	FUNDS GERALDINE SANDLIN	JEFFERSON REHAB	14.00
67	0037668	OSCAR LESLIE	FUNDS ANNE SNELL	JEFFERSON REHAB	30.00
68	0037945	SHELLY WATKINS	FUNDS EARNESTINE BURNS	JEFFERSON REHAB	30.00
69	0038026	TAMMY DAVIS	FUND STOM WATSON	JEFFERSON REHAB	30.00
70	0038205	ESTATE OF LOIS BROOK	REFUND OVERPAYMENT	JEFFERSON REHAB	496.00
71	0038206	ESTATE OF JANIE GARRETT	REFUND OVERPAYMENT	JEFFERSON REHAB	189.00
72	0038207	ESTATE OF NEZZIE POWELL	REFUND OVERPAYMENT	JEFFERSON REHAB	1515.00
73	0038208	ESTATE OF RAYMOND WEAVER	REFUND OVERPAYMENT	JEFFERSON REHAB	2866.71
74	0038209	EDWARD THOMAS	REFUND OVERPAYMENT	JEFFERSON REHAB	31.13
75	0038211	TRAVIS MITCHELL	REFUND OVERPAYMENT	JEFFERSON REHAB	289.06
76	0038212	ESTATE OF MITCHELL BECK	REFUND OVERPAYMENT	JEFFERSON REHAB	2525.14

FINANCE AND GENERAL SERVICES

77	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	FAMILY COURT/JUVENILE	266.53
78	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	GENERAL SERVICES	16.86
79	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	GEN SVCS: FAMILY COURT	117.00
80	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	FAMILY COURT/JUVENILE	327.68
81	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	REVENUE	413.57
82	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	GEN SVCS: CRAFTS	11.37
83	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	GEN SVCS: ADMINISTRATION	435.12
84	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	FINANCE/SEWER SERVICES	64.60
85	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	JEFF CO SENIOR CITIZENS	79.05
86	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	GENERAL SERVICES	3.00
87	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	GEN SVCS: CRAFTS	44.96
88	0014203	ALICE J MAHAFFEY	MILEAGE REIMBURSEMENT	REVENUE	221.13
89	0014204	PAULA MITCHELL	TUITION REIMBURSEMENT	REVENUE	858.00
90	0015498	JOHNSTON BARTON PROCTOR	LAND TRUST	BLACK WARRIOR LAND TRUST	1263920.01
91	0019086	SAMANTHA MATTHEWS	TUITION REIMBURSEMENT	JEFF CO SENIOR CITIZENS	462.00
92	0023668	HATCHER DESIGN	PROFESSIONAL SERVICES	GENERAL SERVICES	1129.23
93	0023668	HATCHER DESIGN	PROFESSIONAL SERVICES	GENERAL SERVICES	1187.50
94	0023668	HATCHER DESIGN	PROFESSIONAL SERVICES	GENERAL SERVICES	475.18
95	0023668	HATCHER DESIGN	PROFESSIONAL SERVICES	GENERAL SERVICES	4180.50
96	0034244	ALABAMA CASA NETWORK	MEMBERSHIP NANCY BUSH	FAMILY COURT ADMINISTRATION	25.00
97	0035101	JOYCE HARRIS	MILEAGE REIMBURSEMENT	REVENUE	106.92

INFORMATION TECHNOLOGY

98	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	INFORMATION TECHNOLOGY	297.04
99	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	INFORMATION TECHNOLOGY	27.26
100	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	INFORMATION TECHNOLOGY	133.47
101	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	INFORMATION TECHNOLOGY	39.35

PERSONNEL BOARD

102	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	PER BD: INFORMATION	6.99
103	0035408	ANTOINE MCKNIGHT	PER DIEM REIMBURSEMENT	PER BD: TESTING	230.39
104	0035416	KAMAL RASHAD	PER DIEM REIMBURSEMENT	PER BD: TESTING	146.06
105	0035424	RAY CRINER	PER DIEM REIMBURSEMENT	PER BD: TESTING	125.00
106	0036067	CAMILLE THERIAQUE	PER DIEM REIMBURSEMENT	PER BD: TESTING	148.49
107	0037229	MARC GREENWOOD	PER DIEM REIMBURSEMENT	PER BD: TESTING	125.00
108	0037232	KELLY GROOMS	PER DIEM REIMBURSEMENT	PER BD: TESTING	209.26

109	0037234	ROBERT MCLEOD	PER DIEM REIMBURSEMENT	PER BD: TESTING	221.03
110	0037235	SCOTT PASCU	PER DIEM REIMBURSEMENT	PER BD: TESTING	406.00
111	0037242	DENNIS SHUMAKER	PER DIEM REIMBURSEMENT	PER BD: TESTING	406.00
112	0037423	LEON HENDERSON	PER DIEM REIMBURSEMENT	PER BD: TESTING	187.15
113	0037545	WILLIAM ROWLEY	PER DIEM REIMBURSEMENT	PER BD: TESTING	231.93
114	0038214	BILLY RAY BANKS	PER DIEM REIMBURSEMENT	PER BD: TESTING	125.00
115	0038215	LAMONT CLINE	PER DIEM REIMBURSEMENT	PER BD: TESTING	218.49
116	0038216	RODRIGUEZ THORNTON	PER DIEM REIMBURSEMENT	PER BD: TESTING	499.22
117	0038217	DOUGLAS V RECKTENWAL	PER DIEM REIMBURSEMENT	PER BD: TESTING	420.65
118	0038218	CHARLES JOSEPH	PER DIEM REIMBURSEMENT	PER BD: TESTING	256.52
119	0038219	LORRAINE HUTCHINSON	PER DIEM REIMBURSEMENT	PER BD: TESTING	125.00
120	0038220	JOHN UNGER	PER DIEM REIMBURSEMENT	PER BD: TESTING	218.20
121	0038221	STEPHEN MILLER	PER DIEM REIMBURSEMENT	PER BD: TESTING	204.59
122	0038222	LISA BAKER	PER DIEM REIMBURSEMENT	PER BD: TESTING	224.35
123	0038223	JAMES JACOBS	PER DIEM REIMBURSEMENT	PER BD: TESTING	191.58
124	0038224	LATOSHA CLEMONS	PER DIEM REIMBURSEMENT	PER BD: TESTING	125.00

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

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

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**REQUEST FOR CERTIFICATION**

Department of Revenue

Administrative Services Manager - Bessemer

Jefferson Rehabilitation & Health Center

Beautician

Cooper Green Hospital - Medical/Surgical

Charge Nurse

Cooper Green Hospital - Pharmacy

Senior Administrative Intern - 2 positions

Cooper Green Hospital - Accounting

Principal Accountant

Motion was made by Commissioner Langford seconded by Commissioner Humphryes, that the Request for Certification be approved. Voting "Aye" Langford, Humphryes, 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. Commissioner, District 1 \$4,010

Shift funds from District 1 Project Funds to Department 0104 to cover salary expenses. No Additional Funds Required.

2. Commission Support \$50,183

Delete an Administrative Services Manager (Grade 27) position. Annual savings \$50,183.No Additional Funds Required.

3. Non-Departmental \$5,500

Rollover funds from FY06 to FY07 for a check that was voided and not reissued. No Additional Funds Required.

4. Commission Support \$70,000

Rollover funds to cover interpreter contract. No Additional Funds Required.

**B. OTHER BUDGET AMENDMENTS**

5. Coroner/Medical Examiner \$54,000

Shift funds and add purchasing memorandum to purchase furnishings for 2<sup>nd</sup> Floor relocation. 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.

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Resolution authorizing termination of the contract with Deborah Byrd Walker was carried

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Jan-16-2007-78

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby approves and directs the continuation of the inclusion of the following flood gauge sites in the program agreement between Jefferson County and USGS:

1. Turkey Creek near Morris, Alabama
2. Five Mile Creek near Graysville, Alabama
3. Village Creek at 24<sup>th</sup> Street in Birmingham, Alabama

Provided further, the flood data shall continue to be provided to the Jefferson County Emergency Management Agency.

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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Jan-16-2007-79

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Contract Amendment No. 1 to the Agreement for Construction Review Services for the Village Creek Peak Flow WWTP Contract No. 8 between Jefferson County and Gary L. Owen and Associates, Inc. This amendment provides for additional construction management services for the purpose of defending the County against a claim from B.L. Harbert International related to their construction activities and will increase the contract value \$10,000.

AMENDMENT NO. 1

TO AGREEMENT FOR CONSTRUCTION REVIEW SERVICES  
FOR VILLAGE CREEK PEAK FLOW WWTP CONTRACT NO. 8

This document shall AMEND the scope of the original AGREEMENT identified as Village Creek Peak Flow WWTP Contract No. 8 - Operations and Equipment Repair Facilities Construction Review dated August 31, 2004.

WITNESS TO

WHEREAS, Gary L. Owen, and Associates has served as the County's construction engineer overseeing the construction activities of B.L. Harbert International, LLC; and

WHEREAS, B.L. Harbert International, LLC has filed a claim against the County related to the construction activities; and

WHEREAS, the scope of work and payment terms of the agreement between the County and Gary L. Owen, and Associates does not include provisions for their services defending the County against this claim.

NOW, THEREFORE, the COUNTY and CONSULTANT hereby AMEND the AGREEMENT as follows:

I. AMENDMENT TO ARTICLE I - SCOPE OF WORK

Amend Section 1 of Article I as follows:

The Consultant shall also furnish engineering and construction management services related to defending the County against the claim filed by B.L. Harbert International, LLC related to construction activities on the Phase 8 contract.

II. AMENDMENT TO ARTICLE II - TIME OF BEGINNING AND COMPLETION

Amend Paragraph B. as follows:

The completion date for the contract shall be extended until June 1, 2007 or the settlement of the claim.

III. AMENDMENT TO ARTICLE III - PAYMENT

Amend Section 1 of Article III as follows:

The original contract amount of \$788,360.00 shall be increased \$10,000 to a total amended contract value of \$798,360.00 for the services described in this contract amendment.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the \_\_\_\_ day of \_\_\_\_\_, 2007.

Gary L. Owen and Associates, inc..

Gary L. Owen, President

RECOMMENDED:

JEFFERSON COUNTY COMMISSION

Robert Henderson

Bettye Fine Collins

Director of Environmental Services

President

ATTEST:

Minute Clerk

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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Jan-16-2007-80

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Agreement for Engineering Services for the Upgrade of the Jefferson County Sewer Service Database Applications in an amount not to exceed \$179,184.00 between Jefferson County and Civil Systems, Inc. This agreement provides for upgrades of three existing database applications as outlined in the Contract Scope of Work and in the 2006

Sewer Service Database Conversion functionality document.

AGREEMENT FOR ENGINEERING SERVICES FOR THE  
UPGRADE OF THE JEFFERSON COUNTY SEWER SERVICE  
DATABASE APPLICATIONS

This AGREEMENT, made this the \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between Jefferson County in the State of Alabama as Party of the First Part, hereinafter referred to as the COUNTY, and Civil Systems, Inc. as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these present does agree with the COUNTY for the consideration hereinafter mentioned with payment to be administered by the COUNTY to provide various engineering services associated with the COUNTY's ongoing Infiltration and Inflow Management, Consent Decree Compliance, and Operations and Management (O&M) programs.

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

The COUNTY's current Private Meter Tracking System was developed in 1998 by the CONSULTANT to facilitate the issuing and tracking of usage credits to sewer customers with secondary irrigation meters. The COUNTY's current Sewer Impacts and Connection Tracking System was developed in 2001 by the CONSULTANT to provide an information management system for issuing and tracking sewer connections and sewer impact permits. The COUNTY's current Environmental Services Project Cost Tracking System was developed by the CONSULTANT in 2001 to manage and track project costs. The usage and performance requirements of these systems have grown over time from small single user environments to a current enterprise multi-user environment.

The goal of the COUNTY and CONSULTANT under this AGREEMENT is to optimize the performance and capabilities of the above referenced systems with regard to use in a multi-user enterprise environment. To achieve this goal, each application will be upgraded from desktop database applications to a new server-based Oracle relational database and web-based user interface. The server-based relational database will allow for future integration with other COUNTY enterprise level systems.

The web-based systems will allow for multiple user access via standard web browser and will improve data acquisition speeds. Implementation of new multiple security levels will allow the COUNTY to better limit the viewing and editing capabilities of the user. The server-based database platform and web-based user interface will allow the COUNTY to extend certain functionality to the internet for public use. Each upgraded system will include user level auditing for more reliable data integrity and enhanced search and reporting capabilities. Further information regarding the PROJECT can be found in the functionality document entitled 2006 Sewer Service Database Conversion dated September 28, 2006.

The CONSULTANT, in the accomplishment of work under this AGREEMENT, shall meet the requirements for conformance with the standards and practices of the Jefferson County Environmental Services Department.

Specifically excluded from the scope of work under this AGREEMENT is any actual construction, repair, renovation or maintenance of any component of the COUNTY's sewer system by the CONSULTANT.

SECTION 1 - OBLIGATION OF CONSULTANT TO COUNTY

Under this AGREEMENT, the CONSULTANT will provide the following engineering services:

A. For each system upgrade, the CONSULTANT will perform the following:

1. Develop web-based user interfaces using the Microsoft .NET (DOTNET) Platform using ASP.NET.
2. Design and implement an Oracle Relational Database Management System (RDBMS) to facilitate data storage.
3. Convert data from current systems into the new RDBMS.
4. Incorporate a data auditing system to track all changes to system data. Audit information will include user identification along

with the previous version of the data record.

5. Develop hierarchical user access to determine the viewing and editing capabilities of user groups.
6. Enhance data searching and reporting functionality as identified by COUNTY staff.
7. Training and support to ensure data quality and optimal use of the systems.

B. To facilitate customer access and field portability, the Sewer Impacts and Connection System upgrades will include the following additional functionality:

1. Development of a portable companion program for handheld or tablet PC devices to allow field inspectors to record inspection information electronically.

2. Allow for either direct or pending data transactions from the portable program to be uploaded to the RDBMS.

3. Development of an online system for COUNTY sewer customers to submit permit requests, view status information, and make associated payments via the internet.

C. CONSULTANT will hold periodic meetings with COUNTY staff, as required.

## SECTION 2 - OBLIGATION OF THE COUNTY TO THE CONSULTANT

A. It is understood that the COUNTY will:

1. Assist the CONSULTANT by placing at their disposal all available information pertinent to the requirements described above.

2. Designate a project manager to coordinate CONSULTANT's work and to assist as COUNTY's representative with respect to the work to be performed under this AGREEMENT.

3. Provide access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the

CONSULTANT to perform its work under this AGREEMENT.

4. Pay for appearances before courts or boards regarding litigation related to the AGREEMENT and/or preparatory work required

in connection with such matters. Appearance before courts or boards regarding litigation related to errors or omissions of the CONSULTANT which result in legal proceeding against the COUNTY shall not be charged to the COUNTY and shall not be items eligible for payment by the COUNTY.

5. Examine studies, reports, sketches, opinions of probable cost of construction, 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.

6. Give prompt written notice to the CONSULTANT whenever the COUNTY observes, or otherwise become aware of, any defect

in the performance of engineering services.

7. Assume all costs of public hearing, if required.

## SECTION 3 - CONFERENCES AND VISITS TO SITE

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

B. Request for visits may be made by the COUNTY or by the CONSULTANT in conjunction with any other party or parties.

## ARTICLE II - TIME OF BEGINNING AND COMPLETION

A. The CONSULTANT agrees to start work on the engineering 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 this AGREEMENT has been formally approved by both parties.

B. All items of work described in Article I, Section 1 of this AGREEMENT will be performed within three hundred and sixty-five (365) days of the date of the Notice to Proceed.

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 time limits specified herein may be adjusted in accordance with Article IV, Section 1.

## ARTICLE III - PAYMENT

### SECTION 1

For services performed by the CONSULTANT under this AGREEMENT, and as full and complete compensation therefore, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise described herein, subject to and in conformity with all provisions of this AGREEMENT, the COUNTY will pay the CONSULTANT as follows: Engineering Services and reimbursable costs in an amount not to exceed \$159,986; Professional Fixed Fee at twelve percent (12%) of the total of Engineering Services and reimbursable costs, not to exceed \$19,198; for a total COST CEILING of One Hundred and Seventy-Nine Thousand, One Hundred and Eighty-Four Dollars (\$179,184.00).

The COST CEILING for this AGREEMENT shall not be exceeded except by a formal amendment to this AGREEMENT. Payment shall be made not more often than once monthly, in such amounts as evidenced by the submittal of vouchers 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 shall make payment to the CONSULTANT within ten (10) days of receipt of the payment request by the Finance Department.

### SECTION 2

The acceptance by the CONSULTANT of final payment shall constitute and operate as a release to the COUNTY for all claims and liability to the CONSULTANT, his representative and assigns for all things done, furnished or relating to the engineering 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

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 the CONSULTANT, in writing, 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 this AGREEMENT and constitutes extra work, the CONSULTANT will, within ten (10) days, notify the COUNTY in writing and receive approval from the COUNTY prior to performing such work. In the event the COUNTY determines that such work does constitute extra work, additional time for completion of contract may be given and payment for the additional work shall be negotiated by Supplemental Agreement prior to work being undertaken by the CONSULTANT.

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 fees or cost ceiling will be made on a proportionate basis.

### SECTION 2 - OWNERSHIP OF ENGINEERING DOCUMENTS

Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the COUNTY all documents and data pertaining to the work or to the AGREEMENT, which material shall become the property of the COUNTY.

All original tracings or maps and other engineering data furnished to the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. All data collected and prepared or generated under this agreement between the CONSULTANT and the COUNTY shall be the property of the COUNTY and shall not be released to any other party without the consent of the Director.

### SECTION 3 - CONSULTANT'S ENDORSEMENT

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

### SECTION 4 - DELAYS AND EXTENSIONS

A. In the event that unavoidable delays prevent completion of the engineering services to be performed under this

AGREEMENT in the time specified in Article II - Time of Beginning and Completion, the COUNTY may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within ten (10) days after the alleged delay has occurred.

B. In the event that delays are deemed avoidable by the COUNTY and time extensions are not granted, the CONSULTANT may be subjected to a liquidated damages charge of \$100.00 per day for each calendar day exceeding the time specified in Article II.

#### SECTION 5 - TERMINATION OR ABANDONMENT

A. The COUNTY shall have the right to abandon or terminate this AGREEMENT or to amend the AGREEMENT at any time, and such action shall, in no event, be deemed a breach of contract.

B. 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 final compensation to the CONSULTANT, the COUNTY shall apply the following:

1.No consideration will be given to the profit which the CONSULTANT might have made on the uncompleted portion of the work.

2.If the AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall 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 payment previously made.

3.If the AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall 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 - CONTROVERSY

In any controversy concerning a question of fact in connection with the work covered by this AGREEMENT, or compensation therefore, the decision of the Director of Environmental Services in the matter shall be final and conclusive for both parties.

#### SECTION 7 - RESPONSIBILITY FOR CLAIMS AND LIABILITY

A. The CONSULTANT shall be responsible for all damage to life and property due to its activities and that of its subcontractors, agents or employees in connection with its engineering services under this AGREEMENT. CONSULTANT specifically agrees that its subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

B. The CONSULTANT agrees to indemnify, hold harmless and defend the COUNTY, its elected officials, officers and employees (hereinafter referred to in this paragraph collectively as "COUNTY"), from and against any and all loss, 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 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 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 CONSULTANT to indemnify the COUNTY for its own negligence, the negligence of its contractors or subcontractors or others.

C. The CONSULTANT, without extra compensation, shall carry insurance of the kinds and in amounts set out below. All insurance shall be by companies authorized to do business in Alabama involving those types of insurance. Before beginning work, CONSULTANT shall 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

Automobile and Truck Bodily Injury Liability \$300,000

Workers Compensation Statutory

Professional Liability Insurance (each claim) \$1,000,000

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 present or future claims that could affect their policy limits. The foregoing Indemnity Agreement shall not be limited by reason of any insurance coverage provided.

The foregoing Indemnity Agreement shall not be limited by reason of any insurance coverage provided.

#### SECTION 8 - 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, ordinances 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 9 - SUBLETTING, ASSIGNMENT OF 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, subject or transferred as fully and completely as the CONSULTANT is hereby bound and obligated.

#### SECTION 10 - EMPLOYMENT OF COUNTY WORKERS

A. The CONSULTANT shall not engage, on full or 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.

B. 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 shall 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 fee, commission, percentage, brokerage fee, gifts or contingent fee.

C. No COUNTY official or employee of the COUNTY shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise therefrom, except the use of any facility being designed, as enjoyed by the general public.

#### SECTION 11 - CONTROL

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

#### SECTION 12 - CONDITIONS AFFECTING WORK

A. The CONSULTANT shall 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 which 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 representation by the COUNTY are expressly stated herein. The CONSULTANT and subcontractors shall maintain all books, documents, papers, accounting records and other evidences pertaining to costs incurred for this project, and 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 COUNTY funds under the terms of the contract, for inspection by the COUNTY, or any authorized representative of the COUNTY government, and copies thereof shall be furnished if requested.

B. During the performance of this contract, the CONSULTANT and its assignees and successors in interest agree as follows:

1.Non-Discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the AGREEMENT, will not discriminate on the grounds of race, color or national origin in the selection and detention 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.

2.Solicitations of Subcontractor, Including Procurement or 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 shall 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.

3.Sanctions of Noncompliance: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the COUNTY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

(a)Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies and/or

(b)Cancellation, termination or suspension of the AGREEMENT, in whole or in part.

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ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

A. The CONSULTANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of monies available

and no liability shall be incurred by the COUNTY beyond the monies available for that purpose.

B. 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 that 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, Workmen's Compensation coverage or retirement membership or credit.

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ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Civil Systems, Inc. on the day of . 2007. and the COUNTY on the day of . 2007.

CIVIL SYSTEMS, INC.

Guy Locker, P.E.

President

RECOMMENDED: \_\_\_\_\_

Robert C. Henderson

Director of Environmental Services

ATTEST:

JEFFERSON COUNTY COMMISSION:

Minute Clerk

Betty Fine Collins, President

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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Jan-16-2007-81

WHEREAS, the Jefferson County Commission has approved a resolution for Jefferson County Employees to have a Weight Watchers "At Work Program" designed for Jefferson County employees; and

WHEREAS, the Jefferson County Commission has established The County Commission policy regarding payroll deductions under Administrative Order No. 83-2 Amendment No. 1- 1992; and

WHEREAS, employees will be responsible for paying to enroll in the weight loss program and sign a payroll deduction authorization form, at no cost to the County.

BE IT RESOLVED by the Jefferson County Commission that the 1,000 subscriber requirement for payroll deductions as stated in Administrative Order No. 83-2 Amendment No. 1 - 1992 is hereby waived and that Payroll Services is hereby authorized and directed to establish a temporary payroll deduction for Weight Watchers "At Work Program" for Jefferson County employees;

BE IT FURTHER RESOLVED that the deduction will be for six (6) pay periods, beginning the payday of January 26, 2007 and ending the payday of April 6, 2007 with payroll deduction being paid to Weight Watchers North America, Inc.

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

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Jan-16-2007-82

BE IT RESOLVED by the Jefferson County Commission that the Commission, District 1 annual salary for the position of Appointed Administrative Secretary County Commission (classification #094602) be increased from \$57,449.60 to \$75,441.60 effective January 8, 2007.

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

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Communication was read from Roads & Transportation recommended the following:

1. Birmingham Water Works to install 800' of 8" water main on 23<sup>rd</sup> Avenue NE from 4th Street to 4<sup>th</sup> Place in Center Point.
2. Birmingham Water Works to install 1,580' of 8" and 6" water main in Aspen Ridge Subdivision in Palmerdale.
3. Alabama Gas Corporation to install 500' of 4" gas main at Blue Springs Fishery on Grants Mill Road.
4. H & H Unlimited to install 6,558' of power cable in Carroll Cove Subdivision (Phase 1) off of Eastern Valley Road.

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

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Jan-16-2007-83

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.

- (a) Cooperative Agreement for the U. S. Department of Transportation Hazardous Materials Emergency Preparedness Grant Program (HMEP) in the amount of \$15,000 (\$12,000 grant funds - \$3,000 County Match).
- (b) Chemical Stockpile Emergency Preparedness Program (CSEPP) Grant Award Agreement for Fiscal Year 2007 in the amount of \$71,713.

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

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**COOPER GREEN MERCY HOSPITAL GOVERNING BODY**

Budget Amendment

Jefferson Health Systems      \$0

Delete a Sr. Administrative Analyst (Gr. 24) position and add a Health Service Project Administrator (Gr. 26). Annual difference \$5,188.75 - grant funded.

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

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Jan-16-2007-84

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following amendments to the Cooper Green Mercy Hospital Medical Staff Bylaws, be and hereby is approved.

(Change #1) ARTICLE V (CLINICAL PRIVILEGES)

SECTION 8. - TEMPORARY PRIVILEGES

Before Changes

Upon receipt of an application for Medical Staff membership, the Chief Executive Officer, after conference with, and approval by, the appropriate department chairperson and the Chief of Staff (or in his/her absence, the Secretary) shall have the authority to grant temporary clinical privileges but not membership status, to any legally licensed Practitioner who is not a member of the Medical Staff.

After Changes

Temporary privileges are granted to meet an important patient care need. Upon receipt of an application for Medical Staff membership, the Chief Executive Officer, after conference with, and approval by, the appropriate department chairperson and the Chief of Staff (or in his/her absence, the Secretary) shall have the authority to grant temporary clinical privileges but not membership status, to any legally licensed Practitioner who is not a member of the Medical Staff. ....

(Change #2) DISASTER PRIVILEGING POLICY STATEMENT

Before Changes

While the volunteer has begun to treat patients, the medical staff office shall verify the volunteer's hospital affiliation and licensure through telephone and Internet communications, if possible. ....

After Changes

7. SHORT-TERM, AFTER-THE-FACT CREDENTIALING

Primary source verification of licensure begins as soon as the immediate situation is under control, and is completed within 72 hours from the time the volunteer practitioner presents to the organization (unless extraordinary circumstances arise). While the volunteer has begun to treat patients, the medical staff office shall verify the volunteer's hospital affiliation and licensure through telephone and Internet communications, if possible. ....

(Change #3) ARTICLE II (PURPOSES)

Before Changes

To promote, support, and participate in medical programs designed and carried on to improve the general health of the community which the Hospital serves and provide leadership in hospital performance improvement activities.

After Changes

To promote, support, and participate in medical programs designed and carried on to improve the general health of the community which the Hospital serves and provide leadership in hospital performance improvement activities, patient safety and patient satisfaction.

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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Jan-16-2007-85

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Global Diagnostic Services, Inc. to provide temporary emergency staffing of nursing personnel as needed beginning December 1, 2006 and ending September 30, 2007. (Attachments on file in the Minute Clerk's office)

CONTRACT NO. 265-06G

TEMPORARY NURSE STAFFING SERVICES CONTRACT

THIS AGREEMENT entered into this 1<sup>st</sup> day of December, 2006, by and between Jefferson County, Alabama, hereinafter called "the County", and Global Diagnostic Services, Inc., hereinafter called "the Contractor". The effective date of this agreement shall be December 1, 2006.

WHEREAS, the County desires to contract for temporary nurse staffing services for the County's facilities (Jefferson Health System including Cooper Green/Mercy Hospital and Jefferson Health Clinics, Jefferson Rehabilitation and Health Center, Birmingham and Bessemer Jails, etc) and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No. 265-06, dated July 3, 2006, the terms of which are included herein by reference. The Contractor shall provide emergency temporary nursing personnel to the County until Merit System or Classified employees can be hired to fill those positions. The Contractor shall provide Charge Nurses, Registered Nurses (RNs), Licensed Practical Nurses (LPNs), Certified Nursing Assistants (CNAs), and Sitters on an asneeded basis. The Charge Nurses must have graduated from an approve school of nursing, be licensed as a Registered Nurse in the state of Alabama or in a state with which Alabama has reciprocity. The RN position requires two (2) years of full time experience working in a health care setting (hospital, nursing home, rehabilitation facility, etc.) for Cooper Green Hospital and the County Jails and six (6) months experience if working at the Jefferson Rehabilitation & Health Center. The LPN position requires graduation from an approved school of practical nursing with two (2) years of nursing experience. LPN must be licensed in the state of Alabama on in a state in which Alabama has a reciprocity agreement. The CNA position requires a High School Diploma or GED and completion of a special course of training in nursing assistance prior to or with in the probationary period. The Sitter position requires no minimum education level but does require that the person have prior sitter experience.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to provide temporary asneeded nurse staffing services to the County at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2007. However, the Contract can be extended, at the County's option, for two (2) additional one year periods, not to exceed three (3) full years.
4. COMPENSATION: The Contractor shall be compensated for services rendered at a cost as shown on Attachment No. 1 of this Contract. Contractor shall submit a monthly itemized invoice showing employee name, classification, date and hours worked. Payment shall be Net 30 days of from date of invoice
5. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
6. NONDISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
7. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department will information required for Form 1099 reporting and other pertinent data required by law.
8. TERMINATION OF CONTRACT: This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
9. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
10. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
11. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.
12. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member

or employee or official as inducement or consideration for this Agreement.

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

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

CONTRACTOR: JEFFERSON COUNTY, ALABAMA

Marc C. Upshaw, CEO Betty Fine Collins, President

Global Diagnostic Services, Inc. Jefferson County Commission

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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Jan-16-2007-86

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and UAB - School of Health Related Professions to provide clinical education to Occupational Therapy students.

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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Jan-16-2007-87

Whereas, The Graymont School will be considered by the Alabama Historical Commission Review Board for nomination to the National Register of Historic Places which is the official national list of historic properties worthy of preservation and provides recognition and assistance in preserving our nation s heritage; and

Whereas, The Graymont School is being nominated to the National Register on the basis of Social History due to its significance as the first school in Birmingham to be desegregated. In 1960 the specific application of black children to attend Graymont School was initiated by James Armstrong and the Alabama Christian Movement for Human Rights on behalf of his sons, Dwight and Floyd, an effort brought to fruition in September 1963; and

Whereas, The Graymont School is identified in the Multiple Resource Submission The Civil Rights Movement in Birmingham, Alabama 1933-1967 as being a Conflict Center; Graymont School is one of three Birmingham public schools that federal judges and the local school board designated for integration in 1963, and the only one to register and admit black students during the first week of school in September 1963; and

Whereas, Historians agree that the desegregation of Birmingham Schools in the fall of 1963 precipitated the bombing of the Sixteenth Street Baptist Church, and event hastening the federal Civil Rights legislation in 1964; and

Whereas, The Graymont School was also a site of the federalization of the Alabama National Guard, a development that put an end to the state s efforts to delay integrated public schools in Alabama; and

Whereas, The Graymont School continues to serve as an educational institution, providing head-quarters for the Jefferson County Committee for Economic Opportunity s Head Start programs, teaching and staff training and as their headquarters for county-wide operations.

Now, therefore, be it resolved, that the Jefferson County Commission does hereby declare its support of the nomination of the Graymont School by the Alabama Historical Commission Review Board to the National Register of Historic Places on March 8, Two Thousand and Seven.

Adopted by the Jefferson County Commission at the Jefferson County Courthouse in Birmingham, Alabama, a copy of this resolution is spread upon the minutes of the Jefferson County Commission on this the 16<sup>th</sup> day of January, Two Thousand and Seven.

Betty Fine Collins, President

Jim Carns, Commissioner

Bobby Humphries, Commissioner

Larry Langford, Commissioner

Sheila Smoot, Commissioner

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

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The check issued during the week beginning January 8, 2007, and ending January 12, 2007, are as follows:

BEGINNING CHECK NUMBER      385023

ENDING CHECK NUMBER      385392

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Commissioner Collins stated that the meeting of the Jefferson County Commission would recess for five minutes to be reconvened at 11:00 o'clock a.m.

At 11:00 a.m. the Commission reconvened with the following members present:

District 1 Larry Langford

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

A quorum being present the President stated that the next order of business was to hear petitions for rezoning of certain properties in Jefferson County:

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Jan-16-2007-88

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

RESTRICTIVE COVENANTS: 1. Only that portion of the property required for the proposed commercial development, as

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

Motion was made by Commissioner Langford seconded by Commissioner Humphries that Z-06-093 be approved subject to filing of covenants. Voting "Aye" Langford, Humphries and Collins.

Z-2006-097 First Baptist Church of Sandusky, owner; Pastor Ricky Thacker, agent. Change of zoning on Parcel ID# 21-13-4-10-5 in Section 13 Twp 17 Range 4 West from R-3 (Two-Family) to INST-1 (Institutional) for construction of an accessory building for church bus storage. (Site Only: 1125 Haven Drive U1, Birmingham AL 35214) (SANDUSKY) (0.5 Acres M/L)

Motion was made by Commissioner Langford seconded by Commissioner Humphries that Z-06-097 be approved. Voting "Aye" Langford, Humphries and Collins.

Z-2006-098 Brandon Bice, owner. Change of zoning on Parcel ID# 31-16-1-0-24 in Section 16 Twp 18 Range 5 West from C-1 (Commercial) to I-1 (Light Industrial) for compliance to operate a plumbing & HVAC business with contractor s yard and construction equipment rental. (Site Only: 6632 Warrior River Road, Bessemer, AL 35023) (ROCK CREEK) (1.5 Acres M/L)

RESTRICTIVE COVENANT: The fencing along southern property line shall be repaired and maintained so as to screen the storage yard from view of the adjoining residence.

Motion was made by Commissioner Humphries seconded by Commissioner Langford that Z-06-098 be approved subject to filing of covenants. Voting "Aye" Humphries, Langford and Collins.

Z-2006-100 John Brent McCain, owner. Change of zoning on Parcel ID# 8-17-0-0-12.001 in Section 17 Twp 15 Range 2 West from A-1 (Agriculture) to E-2 (Estate) for a single family residential subdivision. (Site Only: 1752 Mitchell Bell Road, Morris, AL 35116) (GLENWOOD) (5 Acres M/L)

RESTRICTIVE COVENANTS: 1. Mitchell Bell Road shall be improved from the intersection at Glennwood Road to provide a minimum 20 foot paved width with 4 foot shoulders and adequate right-of-way along the north side of the road, and the intersection of Mitchell Bell Road and Glennwood Road shall be improved to the specifications of Roads and Transportation. 2. Reversionary clause.

Case was withdrawn per request of applicant.

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Thereupon the Commission Meeting was adjourned to meet Tuesday, January 23, 2007, at 10:00 a.m. in Commission Chambers.

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President

ATTEST

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Minute Clerk