

STATE OF ALABAMA)

JEFFERSON COUNTY) October 23, 2007

The Commission met in regular session at the Birmingham Courthouse, Jim Carns, President Pro Tem, presiding and the following members present:

District 1 Larry Langford

District 2 Shelia Smoot

District 3 Bobby Humphryes

District 5 Jim Carns

Motion was made by Commissioner Langford seconded by Commissioner Humphryes that the Minutes of October 16, 2007, be approved. Voting "Aye" Langford, Humphryes, Carns and Smoot.

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STAFF DEVELOPMENT

Multiple Staff Development

Cooper Green Mercy Hospital/7 Participants

Angelean Bibb	Bessemer, Alabama	\$125.00
Melinda Belvin	Advanced Cardiac Life Support Provider Course	\$125.00
Patricia Levert	October 5-6, 2007	\$125.00
Marion Albright		\$125.00
Pamela Carter		\$125.00
Shannon Smith		\$125.00
Angela Williams		\$125.00

Family Court/9 Participants

Jeff McGee	Orange Beach, Alabama	\$683.73
Georgia Watkins	Juvenile Probation Officers Conference	\$683.73
Tiffany Large	November 14-16, 2007	\$544.98
Beth Cardwell		\$544.98
Neal Resmondo		\$487.26
Vanessa Jones		\$487.26
Carrie Hill		\$544.98
James Sparks		\$487.26
Erica Dozier		\$487.26

Individual Staff Development

Bobby Humphryes	Commission	Auburn, Alabama	\$501.21
		Assn. of County Commissioners Annual Legislative Conference	
		December 4-6, 2007	
Matthew Alpaugh	Env Svs	Baltimore, Maryland	\$2,372.00
		NASSCO Pipe Assessment Certification Program	
		November 11-14, 2007	
Barbara Salvagio	Env Svs	Birmingham, Alabama	\$191.95
		Strengthen Your People Skills Seminar	
		November 8, 2007	
Kimberly Firth	Family Court	Tampa, Florida	\$2,064.34
		National Center for Stat Courts - NCSC	
		October 1-4, 2007	
Marlin Allen	Revenue	Bartlesville, Oklahoma	\$1,320.31
		Gasoline Audit on Conoco-Phillips Company	
		November 3-9, 2007	
Bruce Thompson	Revenue	Atlanta, Georgia	\$983.15
		Audit Whole Foods Market Group	
		November 25-30, 2007	
Bruce Thompson	Revenue	Dallas & Houston, Texas	\$1707.50
		Audit Alcatel Usa Marketing and Certex USA, Inc.	
		November 11-17, 2007	
Charles Bell	Revenue	Mt. Airy, North Carolina; Knoxville & Cleveland, Tennessee	\$1092.00
		Audit Pike Electric, Royal Beauty Supply and Santek	

November 11-16, 2007

Eddie Woodis	Revenue	McDonough & Savannah, Georgia Audit Encompass Group, & Great Dane Limited November 4-9, 2007	\$1,634.58
Wesley Scott Moore	Revenue	Nashville, Tennessee Audit The Kinkade Group and attend the Streamline Sales Tax Audit Committee meeting November 4-9, 2007	\$1,019.60
E. Wayne Sullivan	Roads & Trans	Auburn, Alabama Assn. of County Commissioners & Annual Legislative Conference December 4-6, 2007	\$375.66
Paul McCaleb	Roads & Trans	Birmingham, Alabama Alabama Assn. of Resource Conservation & Development Councils Annual Conference November 4-6, 2007	\$200.00
Barbara Brown Anderson	OSCS	Huntsville, Alabama Alabama Respite Conference October 3-5, 2007	\$473.26
Herman Webb	Sheriff's Dept.	Orange Beach, Alabama Alabama Assn. of Polygraph Examiners Seminar October 21-25, 2007	\$850.41

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

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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. INFORMATION TECHNOLOGY FROM COLEMAN TECHNOLOGIES, INC, ORLANDO, FL., TO ADD \$300.00 TO COVER SHIPPING FOR INVOICE #0032802. REF PO# 2000002021 \$300.00 TOTAL
2. COOPER GREEN HOSPITAL FROM 3M, CHICAGO, IL, FOR ANNUAL SOFTWARE LICENSE.  
REF PO# 2000003136 \$53,697.00 TOTAL REF CONTRACT# 05-1361 APPROVED BY COMMISSION 07/05/05.
3. ROADS & TRANSPORTATION HWY MAINT. FROM APAC, BIRMINGHAM, AL, FOR ASPHALT PLANT MIX PURCHASES.  
REF PO# 2000004237 \$137,847.74 TOTAL REF BID# 139-07
4. SHERIFF DEPARTMENT FROM BERNEY OFFICE SOLUTION, BIRMINGHAM, AL, TO PAY OUTSTANDING INVOICE FOR MAINTENANCE ON COPIER. REF PO# 2000001795 \$300.00 TOTAL REF BID# 255-06
5. DISTRICT ATTORNEY OFFICE FROM BERNEY OFFICE SOLUTION, BIRMINGHAM, AL, FOR MAINTENANCE FOR SHARP ARM237 AND 5 SAVIN 2522 COPIERS. REF PO# 2000006878 \$14,045.00 TOTAL  
REF BID# 255-06
6. ENVIRONMENTAL SERVICE VILLAGE CREEK ELECTRICAL SHOP FROM B & D ELECTRIC MOTOR CO, BIRMINGHAM, AL, FOR REPAIR FOR SMALL MOTOR 150 LBS & UNDER. REF PO# 2000007022  
\$350,000.00 TOTAL REF BID# 285-06
7. RECOMMEND FOR ENVIRONMENTAL SERVICE VILLAGE CREEK ELECTRICAL SHOP FROM JASPER ELECTRIC MOTOR CO, JASPER, AL. FOR REPAIR FOR LARGE MOTOR 150 LB S & OVER. REF PO# 2000007022  
\$20,000.00 TOTAL REF BID# 285-06
8. TAX COLLECTION - BIRMINGHAM FROM ROBINSON ADAMS INSURANCE, BIRMINGHAM, AL, FOR PUBLIC OFFICIAL BOND FOR JOHN T. SMALLWOOD. REF PO# 2000006854 \$24,687.00 TOTAL
9. SHERIFF'S DEPARTMENT FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, TO ADD FUNDS TO PAY INVOICES THROUGH FISCAL YEAR 2007. REF PO# 2000000208 \$15,000.00 TOTAL REF BID# 123-07

10. YOUTH DETENTION FROM BUTCH WILSON SPORTING GOODS, BESSEMER, AL, TO AWARD BID FOR MEN'S ATHLETIC APPAREL. REF BID# 31307 \$5,705.93 TOTAL
11. COOPER GREEN MERCY HOSPITAL FROM HOSPIRA WORLDWIDE INC., CHICAGO, IL, TO PAY FOR ITEMS ALREADY RECEIVED. CONFIRMATION. REF PO# 2000006998 \$5,566.70 TOTAL
12. STORM WATER MANAGEMENT FROM WALSTON WELLS & BURCHALL, BIRMINGHAM, AL, FOR LEGAL SERVICES RENDERED ON BEHALF OF STORM WATER MANAGEMENT. REF PO# 2000006921 \$32,186.35  
TOTAL
13. JEFFERSON REHABILITATION & HEALTH CENTER FROM MEDICAL PEOPLE HEALTHCARE, BIRMINGHAM, AL, FOR CHANGE ORDER TO ADD ADDITIONAL FUNDS TO EXISTING P.O. 2000003605 FOR TEMPORARY NURSING PERSONNEL TO BE USED AT THE JHRC ON AN AS-NEEDED BASIS. REF PO# 2000003605 \$45,482.55 TOTAL  
CONTRACT APPROVED BY THE COMMISSION ON 1/9/07 AND RECORDED IN MINUTE BOOK 152 AT PAGES 513 - 515.
14. PERSONNEL BOARD OF JEFFERSON COUNTY FROM WILLIAM I. SAUCER, JR., AUBURN, AL, FOR COURT APPOINTED MONITOR PER DOCUMENT FILED IN 2005, NOVEMBER @ 11:58 AM IN US DISTRICT COURT NORTHERN DIVISION.  
REF PO# 2000006863 \$84,000.00 TOTAL
15. PERSONNEL BOARD OF JEFFERSON COUNTY FROM BALCH & BINGHAM, BIRMINGHAM, AL, FOR LEGAL SERVICES RENDERED AND THOSE TO BE RENDERED ON BEHALF OF THE PERSONNEL BOARD OF JEFFERSON COUNTY.  
REF PO# 2000006864 \$200,000.00 TOTAL
16. PERSONNEL BOARD OF JEFFERSON COUNTY FROM FITZPATRICK, COOPER & CLARK, BIRMINGHAM, AL, FOR LEGAL SERVICES RENDERED AND THOSE TO BE RENDERED ON BEHALF OF THE PERSONNEL BOARD OF JEFFERSON COUNTY. REF PO# 2000006864 \$85,000.00 TOTAL
17. PERSONNEL BOARD OF JEFFERSON COUNTY FROM LLOYD, GRAY & WHITE, PC, BIRMINGHAM, AL, FOR LEGAL SERVICES RENDERED AND THOSE TO BE RENDERED ON BEHALF OF THE PERSONNEL BOARD OF JEFFERSON COUNTY. REF PO# 2000006866 \$168,000.00 TOTAL
18. PERSONNEL BOARD OF JEFFERSON COUNTY FROM JOHN G. VERES III, MONTGOMERY, AL, FOR COURT APPOINTED SPECIAL MASTER IN THE CASE OF THE UNITED STATES V THE PERSONNEL BOARD OF JEFFERSON COUNTY.  
REF PO# 2000006868 \$96,000.00 TOTAL
19. PERSONNEL BOARD OF JEFFERSON COUNTY FROM KEN MOORE, BIRMINGHAM, AL, TO PAY FOR EXPENSED INCURRED AND THOSE TO BE INCURRED WHILE SERVING AS A BOARD MEMBER OF THE JEFFERSON COUNTY PERSONNEL BOARD. REF PO# 2000006872 \$10,000.00 TOTAL
20. PERSONNEL BOARD OF JEFFERSON COUNTY FROM ANN FLORIE, BIRMINGHAM, AL, TO PAY FOR EXPENSES INCURRED AND THOSE TO BE INCURRED WHILE SERVING AS A BOARD MEMBER OF THE JEFFERSON COUNTY PERSONNEL BOARD. REF PO# 2000006871 \$10,000.00 TOTAL
21. PERSONNEL BOARD OF JEFFERSON COUNTY FROM WALL STREET DELI, BIRMINGHAM, AL, FOR MEALS TO BE PROVIDED TO SUBJECT MATTER ASSESSORS HIRED BY THE PERSONNEL BOARD TO CONDUCT ASSESSMENTS ON AN AS-NEEDED BASIS. REF PO# 2000006873 \$20,000.00 TOTAL
22. PERSONNEL BOARD OF JEFFERSON COUNTY FROM ZOE'S KITCHEN, BIRMINGHAM, AL, MEALS TO BE PROVIDED TO SUBJECT MATTER ASSESSORS HIRED BY THE PERSONNEL BOARD TO CONDUCT ASSESSMENTS ON AN AS-NEEDED BASIS. REF PO# 2000006874 \$10,000.00 TOTAL
23. PERSONNEL BOARD OF JEFFERSON COUNTY FROM WBRC TELEVISION CHANNEL 6, BIRMINGHAM, AL, FOR ADVERTISING CAMPAIGN FOUR (4) TELEVISION SPOTS AT 6:00 P.M, 9:00 P.M., 10:00 P.M. & 10:35 P.M., OCTOBER 3, 2007 THROUGH 26OCT07. REF PO# 2000006876 \$8,330.00 TOTAL
24. PERSONNEL BOARD OF JEFFERSON COUNTY FROM ALABAMA SPORTS FOUNDATION, BIRMINGHAM, AL, FOR ADVERTISING CAMPAIGN AT MAGIC CITY CLASSIC EVENT. REF PO# 2000006879 \$25,000.00 TOTAL
25. REPORT FOR PERSONNEL BOARD OF JEFFERSON COUNTY FROM TIER TECHNOLOGIES, AUBURN, AL, FOR ANNUAL IVR MAINTENANCE FOR THE PERIOD FROM OCT 1, 2007 TO 30-SEP-08. REF PO# 2000006880  
\$5,805.00 TOTAL
26. PERSONNEL BOARD OF JEFFERSON COUNTY FROM SHERATON BIRMINGHAM HOTEL, BIRMINGHAM, AL, FOR HOTEL ROOMS, MEETING ROOMS AND OTHER FACILITIES TO BE USED ON AN AS-NEEDED BASIS DURING THE PERIOD WHEN SUBJECT MATTER ASSESSORS AND TRAINERS COME TO ASSIST THE PERSONNEL BOARD.  
REF PO# 2000006882 \$120,000.00 TOTAL
27. PERSONNEL BOARD OF JEFFERSON COUNTY FROM ADVENTURE TRAVEL, BIRMINGHAM, AL, FOR TRAVEL

- RESERVATION SERVICES FOR THE PERSONNEL BOARD ON AN AS NEEDED BASIS. REF PO# 2000006883  
\$45,000.00 TOTAL
28. PERSONNEL BOARD OF JEFFERSON COUNTY FROM THE BIRMINGHAM TIMES, BIRMINGHAM, AL, FOR ADVERTISING SERVICES FOR MERIT SYSTEM POSITIONS ON AS-NEEDED BASIS. REF PO# 2000006884  
\$7,200.00 TOTAL
29. PERSONNEL BOARD OF JEFFERSON COUNTY FROM THE BIRMINGHAM NEWS, BIRMINGHAM, AL, FOR ADVERTISING SERVICES FOR MERIT SYSTEM POSITIONS ON AS-NEEDED BASIS. REF PO# 2000006885  
\$30,000.00 TOTAL
30. OFFICE OF COMMUNITY DEVELOPMENT FROM STATE OF ALABAMA DEPARTMENT OF INDUSTRIAL RELATIONS, MONTGOMERY, AL FOR RENTAL OF WORKFORCE DEVELOPMENT BUILDING. REF PO# 2000004060 \$17,543.00 TOTAL
31. COOPER GREEN MERCY HOSPITAL FROM ALL AROUND TEMPS, INC., D/B/A DARREL WALKER WORKFORCE SYSTEMS, BIRMINGHAM, AL FOR AMENDMENT TO CONTRACT FOR CONTRACTOR TO CONTINUE PROVIDING TEMPORARY PERSONNEL SERVICES TO THE COUNTY ON AN EMERGENCY AS-NEEDED BASIS AS LONG AS NO MERIT SYSTEM OR CLASSIFIED PERSON IS AVAILABLE. REF PO# 2000006727 \$10,000.00 TOTAL  
REF BID# 288-06 CONTRACT AMENDMENT APPROVED BY THE COMMISSION ON 1/9/07 MINUTE BOOK 152 AT PAGES 516-517.
32. JEFFERSON REHABILITATION HEALTH CENTER FROM PERSONAL HEALTHCARE, BIRMINGHAM, AL, FOR CHANGE ORDER TO ADD MONEY TO EXISTING P.O. 2000003598 TO PROVIDE TEMPORARY NURSING PERSONNEL ON AN EMERGENCY AS NEEDED AS LONG AS NO MERIT SYSTEM OR CLASSIFIED EMPLOYEE IS AVAILABLE.  
REF PO# 2000003598 \$13,000.00 TOTAL REF BID# 265-06  
CONTRACT AMENDMENT APPROVED BY THE COMMISSION ON 1907 MINUTE BOOK 152 AT PAGES 509-510.
33. GENERAL SERVICES FROM PROFESSIONAL CHOICE, BIRMINGHAM, AL, FOR AMENDMENT TO CONTRACT FOR CONTRACTOR TO CONTINUE PROVIDING JANITORIAL SERVICES TO THE GARDENDALE SATELLITE COURTHOUSE FOR THE PERIOD FROM OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2008. REF PO# 2000006889  
\$19,500.00 TOTAL REF BID# 189-06  
CONTRACT AMENDMENT APPROVED BY THE COMMISSION ON 5-20-07 MINUTE BOOK 153 AT PAGES 564
34. STORM WATER MANAGEMENT FROM WALSTON WELLS & BIRCHALL, BIRMINGHAM, AL, FOR LEGAL SERVICES RENDERED AND TO BE RENDERED ON BEHALF OF THE STORM WATER MANAGEMENT AUTHORITY FOR THE PERIOD FROM OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2008. REF PO# 2000007109  
\$67,813.65 TOTAL
35. ENVIRONMENTAL SERVICES VILLAGE CREEK WWTP FROM THOMPSON TRACTOR, BIRMINGHAM, AL, FOR PRUDES CREEK GENERATOR PLC WITH PROGRAM INSTALLED FOR GENERATOR CONTROLS.  
REF PO# 2000006974 \$6,252.51 TOTAL
36. PERSONNEL BOARD OF JEFFERSON COUNTY FROM PEOPADMIN, AUSTIN, TX, FOR ONLINE APPLICATION SYSTEM FOR THE PERIOD OF 10/01/07 - 08/31/2008. REF SHOPPING CART# 1000014779 REF BID# 24807  
\$66,500.00 TOTAL REF PO# 2000005807
37. STORM WATER MANAGEMENT AUTHORITY FROM ALABAMA POWER CO., BIRMINGHAM, AL, FOR LABORATORY TESTING ON WATER SAMPLES. REF PO# 2000007170 \$67,000.00 TOTAL
38. SHERIFF'S DEPARTMENT: B'HAM JAIL CORRECTIONS FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, FOR CONTRACT FOR FISCAL YEAR 10/1/07 THRU 9/30/08. REF PO# 90000001145 REF BID# 123-07  
\$90,000.00 TOTAL
39. SHERIFF'S DEPARTMENT BESSEMER DIVISION FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, FOR CONTRACT FOR FISCAL YEAR 10/1/07 THRU 9/30/08. REF PO# 9000001153 REF BID# 123-07 \$17,912.35 TOTAL
40. ENVIRONMENTAL SERVICE TV INSPECTION/GROUTING FROM INGRAM EQUIPMENT CO., BIRMINGHAM, AL, FOR DUAL V2" SEWER HOSE FOR JET-WASHER/CAMERA TRUCK 600 FT. REF PO# 2000007200 \$6,738.00  
TOTAL
41. COOPER GREEN HOSPITAL MERCY HOSPITAL FROM GAYMAR INDUSTRIES, ORCHARD PARK, NY, FOR MATTRESS RENTAL JR&HC. REF PO# 2000002930 REF BID# 318-05 \$10,000.00 TOTAL
42. JEFFERSON COUNTY CORONER FROM STEEL CITY MORTUARY, SUMITON, AL, FOR BODY TRANSPORT 07/08.  
REF PO# 2000006975 REF BID# 269-06 \$61,750.00 TOTAL

43. GENERAL SERVICE - ADMINISTRATION FROM PITNEY BOWES, BIRMINGHAM, AL, FOR POSTAGE FOR METER.  
REF PO# 2000007214 \$515,000.00 TOTAL
44. BULK STORES FROM AMERICAN OSMENT, BIRMINGHAM, AL, FOR FEMININE PRODUCTS. REF BID# 310-07  
\$6,310.80 TOTAL
45. COOPER GREEN HOSPITAL PHARMACY FROM CONCEPTS PRINTING, BIRMINGHAM, AL, FOR FREIGHT CHARGES.  
REF PO# 2000005820 \$225.00 TOTAL
46. JAIL BIRMINGHAM FROM MICHAEL A CHANDLER, M.D., BIRMINGHAM, AL, FOR MONITOR INMATE HEALTHCARE PROGRAM APPROVED BY COMMISSION 41007. MINUTE BOOK 153 PAGE 319-321. REF PO# 2000001735 \$30,000.00 TOTAL
47. JAIL BIRMINGHAM FROM DR. DURWOOD SIMS BIRMINGHAM, AL, TO PROVIDE INMATE EDUCATIONAL SERVICES APPROVED BY COMMISSION 11-22-05, MINUTE BOOK 149 PAGES 569-570. REF PO# 2000001886  
\$27,500.00 TOTAL
48. COOPER GREEN HOSPITAL FROM UAB HOSPITAL BUSINESS OFFICE BIRMINGHAM, AL, FOR DEEP SOUTH PARTNERSHIP FOR PREVENTION OF CVD DISPARITIES APPROVED BY COMMISSION 10/19/04 MINUTE BOOK 146 PAGE 223. REF PO# 2000002671 \$27,500.00 TOTAL
49. COOPER GREEN HOSPITAL FROM FORMFAST INC, BALLWIN, MO, FOR ONSITE TRAINING WITH AN EXISTING UPGRADED MEDITECH SYSTEMS 569-570. REF TAG# 1000024350/1 REF PO# 2000007236  
\$5,000.00 TOTAL
50. INFORMATION SERVICES-TECH SERVICE DEPT FROM OFFICE MANAGEMENT SYSTEMS INC. D/B/A LOGISTA, BESSEMER, AL, FOR MAINTENANCE SUPPORT FOR IBM SERVERS FOR THE PERIOD OF 10/01/07 09/30/08.  
REF TAG# 1000020723/1, 1000020723/2 & 1000020723/3 REF BID# 317-07 REF PO# 2000001936  
\$18,345.00 TOTAL
51. INFORMATION TECHNOLOGY DEPARTMENT FROM INTERACTIVE SOLUTIONS INC, MEMPHIS, TN, FOR TANDBERG 3000MXP, VIDEO & AUDIO SYSTEM WITH MAINTENANCE COVERAGE. REF TAG# 1000015861/1  
REF PO# 2000007239 \$45,236.00 TOTAL
52. ENVIRONMENTAL SERVICES VALLEY CREEK WWTP FROM CHEMICAL LIME, BIRMINGHAM, AL, FOR FOUNDRY LIME. REF BID# 13-07 FOUNDRY LIME REF PO# 2000007251 \$95,000.00  
TOTAL
53. TO CORRECT ITEM #48 FROM \$27,500.00 TO \$50,000.00 SAP PURCHASE ORDER# 2000002671 \$50,000.00  
TOTAL
54. REVENUE DEPARTMENT FROM TATA CONSULTANCY SERVICES LIMITED, DADRI, NOIDA, FOR TAX MANTRA SOFTWARE MAINTENANCE, INDIA BASED SILVER SUPPORT FOR THE PERIOD OF 07/01/07 TO 09/30/2007.  
REF PO# 2000007252 \$65,000.00 TOTAL REFERENCE BID# 223-05  
REFERENCE INVOICE# USF1200809860
55. COOPER GREEN MERCY HOSPITAL (RESPIRATORY) FROM RESPIRONICS, INC., MURRYSVILLE, PA, FOR BIPAP SYSTEM. REF BID# 333-07 \$10,779.38 TOTAL
56. COOPER GREEN HOSPITAL (RESPIRATORY) FROM OLYMPUS AMERICA, CENTER VALLEY, PA, FOR DIAGNOSTIC VIDEO BRONCHOSCOPE. REF BID# 2000007281 \$62,505.00 TOTAL  
REFERENCE BID# 33107
57. ENVIRONMENTAL SERVICES FROM HANSON PIPE & PRODUCTS, BIRMINGHAM, AL, FOR MANHOLE COMPONENTS CONTRACT EXTENSION. REF BID# 20-07 \$7,804.60 TOTAL
58. ROADS & TRANSPORTATION BRIDGE WAREHOUSE FROM DACE CHANDLER & ASSOCIATES, HOMEWOOD, AL, FOR CONTRACT RENEWAL "GUARDRAIL & ACCESSORIES" FOR THE PERIOD 07/01/0706/30/2008.  
REF BID# 246-06 \$103,400.00TOTAL
59. COOPER GREEN MERCY HOSPITAL (PHYSICAL THERAPY) FROM SAMMONS PRESTON ROLYAN, CHICAGO, IL, TO COMPLETE TRACTION PACKAGE. REF PO# 2000007288 \$5,231.85TOTAL

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

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

10/23/2007

Profit Center	Vendor # Name	Text	Business Area	Amount	Doc ument No
District 1	1000193	JEFFERSON CO TREASURER	PETTY CASH-CGH	CGH: NURSE ADMIN	41.96 1900002098
District 1	1019079	AMERICAN BOARD OF PODIATRIC	Dr. Downs -registration fee	ICCH: AMBULATCRY CLINIC 1	450.00 1900004543
District 1	1019075	ALABAMA PODIATRIC MEDICAL	Dr. Downs -national dues	ICGH: AMBULATORY CLINIC	1,098.00 1900004544
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-FLEET MANAGEMENT	FLEET MGMT: ADMIN	156.00 1900003854
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-ROADS & TRANS	R&T: RIGHT OF WAY	31.16 1900004199
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-ROADS & TRANS	R&T: HIGHWAY MAINT-KETONA	180.20 1900004208
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-ROADS & TRANSPORTATION	R&T: HIGHWAY MAINT-KETONA	93.00 1900004219
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-ROADS & TRANSPORTATION	R&T: BRIDGE MAINT/CONSTR	178.12 1900004233
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-ROADS & TRANSPORTATION	ADMINISTRATION	10.12 1900004446
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-ROADS & TRANSPORTATION	R&T: R&T: TRAFFIC ENGIN	22.68 1900004458
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-ROADS & TRANSPORTATION	R&T: HIGHWAY MAINT-BESS	30.00 1000045351
District 3	1000292	INTL MUNICIPAL SIGNAL ASN	MBERSHP MARK A CARROLL IMSA ID#88783	R&T: TRAFFIC ENGINEERING	50.00 1900004234
District 3	1000292	IINTL MUNICIPAL SIGNAL ASN	MBERSHP KEN BOOZER IMSA ID#76296 SEC10	R&T: TRAFFIC ENGINEERING	50.00 1900004236
District 3	1000292	INTL MUNICIPAL SIGNAL ASN	!MEMBERSHIP PHILLIP R KROFCHICK- #68719	IR&T: TRAFFIC ENGINEERING	50.00 1900004237
District 3	11000292	IINTL MUNICIPAL SIGNAL ASN	MEMBERSHIP CHARLES J HARDIN-IMSAID#74497	R&T: TRAFFIC ENGINEERING 50.001900004239	
District 3	1000292	INTL MUNICIPAL SIGNAL ASN	MEMBERSHIP TERRY L MELVIN IMSA ID#76223	IR&T: TRAFFIC ENGINEERING	50.00 1900004240
District 3	1000292	INTL MUNICIPAL SIGNAL ASN	MEMBERSHIP DANNY D TRAVIS IMSA#86291	~R&T: TRAFFIC ENGINEERING	50.00 1900004241
District 3	1000292	INTL MUNICIPAL SIGNAL ASN	MEMBERSHIP ADAM HAGOOD IMSA ID#86285	R&T: TRAFFIC ENGINEERING	50.00 1900004242
District 3	!1000292	INTL MUNICIPAL SIGNAL ASN	MEMBERSHIP WALTER MALONE IMSA ID#70064	IR&T: TRAFFIC ENGINEERING	50.00 1900004243
District 3	1000292	INTL MUNICIPAL SIGNAL ASN	MEMBERSHIP RONDALL J COLE IMSA ID#69104	R&T: TRAFFIC ENGINEERING	50.00 1900004244
District 3	1000292	INTL MUNICIPAL SIGNAL ASN	MEMBERSHIP DOUGLAS L GOOLSBY- ID#74496	R&T: TRAFFIC ENGINEERING	50.00 1900004245
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-HUMAN RESOURCES	HUMAN RESOURCES ADMIN	22.281900003583
District 4	1000193	JEFFERSON CO TREASURER	!PETTY CASH-HUMAN RESOURCES	HUMAN RESOURCES ADMIN	17.011900003584
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-HUMAN RESOURCES	HUMAN RESOURCES ADMIN	8.511900003585
District 9	1000193	JEFFERSON CO TREASURER	Petty Cash for Family Court	FC ADMIN SERVICES	111.30 1900003707
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-FAMILY COURT		299.89 1900003809
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-HUMAN RESOURCES	HUMAN RESOURCES ADMIN	14.581900003855
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-HUMAN RESOURCES	HUMAN RESOURCES ADMIN	45.001900003900
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-REVENUE	REVENUE	17.13 1900004204
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-REVENUE	REVENUE	19.11 1900004218
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-GENERAL SERVICES	GEN SVCS: ELECTIONS	59.74 1900004229
District 4	1000240	GIATTINA FISHER AYCOCK	Reimbursable expenses	GEN SVCS: ADMINISTRATION	111,516.28 1900004648
District 4	1000270	A ALLEN RAMSEY PC Allen Ramsey-Collection of Bus License-Revenue	!REVENUE		1,054.68 1900003921
District 4	1000405	NATIONAL COUNCIL OF JUVENILE	NCJFCJ 1000405	FC ADMIN SERVICES	145.00 1900004683
District 4	1000516	BRUCE THOMPSON	Travel Reimbursement-Bruce Thompson-Revenue	REVENUE	129.03 1900004130
District 4	1000919	JEFF CO HEALTH DEPT	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	43,126.581900004574
District 4	1001088	MICHAEL HUMBER	Revenue-M Humber Sept Mileage	REVENUE	185.09 1900004138
District 4	1001305	SOCIETY FOR HUMAN UD-SHRM Membership-D. Taylor	HUMAN RESOURCES ADMIN		160.00 1900004541
District 4	1001323	AUNTIE LITTER & U S INC	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	7,970.271900004551
District 4	1001739	STANDARD & POOR'S 2001-B - Analytical Services-extended		FINANCE ADMINISTRATION	1,000.001900004777
District 4	1002803	COX RADIO INC	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	884.001900004546
District 4	1002803	COX RADIO INC	INVOICE 1070763484	FINANCE ADMINISTRATION	2,125.00 1900004548
District 4	1002803	COX RADIO INC	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	5,227.501900004549
District 4	1002803	COX RADIO INC	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	884.001900004550
District 4	1002803	COX RADIO INC	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	2,074.001900004551
District 4	1002803	COX RADIO INC	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	1,742.501900004552
District 4	1002803	COX RADIO INC	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	3,204.501900004553
District 4	1002803	COX RADIO INC	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	2,074.00 1900004554
District 4	1002803	COX RADIO INC	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	1,096.50 1900004555
District 4	1002803	COX RADIO INC	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	2,125.001900004556
District 4	1003529	CLEAR CHANNEL	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	262.191900004558
District 4	1003629	CLEAR CHANNEL	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	262.191900004559
District 4	1003629	CLEAR CHANNEL	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	262.191900004560
District 4	1003629	CLEAR CHANNEL	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	262.191900004561
District 4	1003629	CLEAR CHANNEL	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	3,232.551900004563
District 4	11003629	CLEAR CHANNEL	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	1,377.001900004564
District 4	1003629	CLEAR CHANNEL	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	2,830.501900004673
District 4	1003629	CLEAR CHANNEL	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	3,289.501900004674
District 4	1003629	CLEAR CHANNEL	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	260.001900004679
District 4	1003629	CLEAR CHANNEL	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	120.001900004680
District 4	1003631	CHARTER MEDIA	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	13,612.751900004575
District 4	1005118	CITADEL BROADCASTING CO	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	1,602.251900004566
District 4	1005118	CITADEL BROADCASTING CO	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	969.001900004567
District 4	1005118	CITADEL BROADCASTING CO	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	1,636.251900004568
District 4	1005118	CITADEL BROADCASTING CO	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	2,074.001900004569
District 4	1006020	THE BIRMINGHAM NEWS	UD	HUMAN RESOURCES ADMIN	148.801900004576
District 4	1006491	WBRC TELEVISION CHANNEL 6	VOLUNTARY AIR QUALITY	'FINANCE ADMINISTRATION	17,811.75 1900004571
District 4	1006491	WBRC TELEVISION CHANNEL 6	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	3,162.001900004572
District 4	1018268	ARRELL INTERNET SERVICES	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	250.001900004677
District 4	1018268	ARRELL INTERNET SERVICES	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	100.001900004678
District 4	1018605	WABM BIRMINGHAM	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	5,792.75 1900004570
District 4	1018645	WBMA ABC 33/40	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	112,877.50 1900004573
District 4	1019099	WVTM-TV	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	11,585.50 1900004578
District 4	1019099	WVTM-TV	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	272.00 1900004579
District 4	1019099	WVTM-TV	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	225.25 1900004580
District 4	1019099	WVTM-TV	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	9,736.75 1900004581
District 4	1019099	WVTM-TV	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	425.00 1900004582
District 4	1019099	WVTM-TV	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	425.00 1900004583
District 4	1019099	WVTM-TV	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	2,431.00 1900004584
District 4	1019099	WVTM-TV	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	2,775.25 1900004676
District 4	1019100	WIAT-TV	VOLUNTARY AIR QUALITY	!FINANCE ADMINISTRATION	5,587.90 1900004577
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: ADMIN LINE MAINTENANCE	338.80 1900000806
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: TURKEY CREEK WWTP	26.001900003621
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: TURKEY CREEK WWTP	31.591900003629
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: TURKEY CREEK WWTP	137.901900003695
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: INSTRUMENT SHOP	1 53.74

District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: TRUSSVILLE WWTP	8.20	1900004205
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: TRUSSVILLE WWTP	25.90	1900004206
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: VILLAGE ELECTRICAL SHOP	289.98	1900004220
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: VALLEY CREEK WWTP	649.271900004223	
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: CAHABA RIVER WWTP	84.341900004238	
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: PACKAGE WWTP & PUMP STA	240.63	1900004249
District 5	1001739	STANDARD & POOR'S 2003-B-2-7	Analytical Services extended	ES: SANITATION ADMIN	3,000.00	1900004778
District 5	1001784	INVESTOR SERVICE	Extension of SBPA to October 17, 2008- 2002-C	ES: SANITATION ADMIN	600.00	1900004765'
Joint Responsibility	1000193	JEFFERSON CO TREASURER	PETTY CASH-SHERIFF'S DEPT	SHER CORRECT-BIRMINGHAM 1,		097.74
Joint Responsibility	1900004222					
Joint Responsibility	1000193	JEFFERSON CO TREASURER	PETTY CASH-SHERIFF'S DEPT	SHERIFF ENFORCE-BIRM	103.191900004230	
Joint Responsibility	1000194	GENERAL RETIREMENT SYSTEM	Military Conversion. Gen Retirement. Dep. McKinney	SHER CORRECT-BHAM		12,255.26
					1900004281	
Joint Responsibility	1000194	GENERAL RETIREMENT SYSTEM	Military Conversion. Gen Retirement Dep. K. Bailey	SHER CORRECT-BHAM		151.96
					1900004292	
Joint Responsibility	1000253	CITY OF GRAYSVILLE	FY2006 SHARES TAXI	NON-DEPT EXPENDITURES	958.41	1900003006
Joint Responsibility	1000303	CITY CF IRONDALE	FY2006 SHARES TAXI	NON-DEPT EXPENDITURES'	15,704.39	1900003154
Joint Responsibility	1000340	CITY OF LEEDS	FY2006 SHARES TAX	NON-DEPT EXPENDITURES	5,264.78	1900003159
Joint Responsibility	1000949	CITY OF PLEASANT GROVE	FY2006 SHARES TAX	NON-DEPT EXPENDITURES	1,357.151900003172	
Joint Responsibility	1000512	CITY OF TARRANT	FY2006 SHARES TAX	NON-DEPT EXPENDITURES	32,606.98	1900003176
Joint Responsibility	1000554	CITY OF WARRIOR	FY2006 SHARES TAX	NON-DEPT EXPENDITURES	1,400.93	1900003181
Joint Responsibility	1005567	ROBERT MCLEOD	Reimbursement to Assessor - Robert McLeod	PER BD: TESTING		221.84
						190
Joint Responsibility	1006521	LAMONT CLINE	Reimbursement to Assessor - Lamont Cline	PER BD: TESTING		0004589
						125.00
						190
Joint Responsibility	1018666	PETE BLANK	Mileage Reimbursement for Pete Blank	PER BD: TRAINING		0004590
					236.12	1900004585
Joint Responsibility	1019109	GEORGE ALVAREZ	Reimbursement to Assessor - George Alvarez	PER BD: TESTING		230.40
						190
						0004592

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

## REQUEST FOR CERTIFICATION

### Human Resources

Administrative Analyst

Personnel Analyst I

### Department of Revenue - Birmingham

Laborer III - 2 positions

### Board of Registrars

Administrative Assistant II

### Central Laundry

Truck Driver

### Youth Detention - Support

Cook

### Environmental Services - Barton Lab

Sr. Water Pollution Control Technician - regular and provisional position

Environmental Coordinator - regular and provisional position

### Cooper Green Mercy Hospital - Laboratory

Medical Laboratory Technician

### Cooper Green Mercy Hospital - Radiology

Special Imaging Technician

### Cooper Green Mercy Hospital - Physical Therapy

Physical Therapy Assistant

### Cooper Green Mercy Hospital - Dietary

Dietitian

### Cooper Green Mercy Hospital - Eligibility

Medical Clerk

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

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Communication was read from Budget & Management recommending the following:

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

1. Treasurer      \$4,500

Shift funds from the General Fund (1000) to the Capital Improvements Fund (4021) for the SAP Project contract. No Additional Funds Required.

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

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Oct-23-2007-1345

BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the President of the County Commission is authorized to execute Amendment #3 to the HOME Program Agreement for Homebuyer Assistance with Greater Birmingham Habitat for Humanity for the development of Affordable Housing for low and moderate income households. The purpose of said Amendment #3 is to increase the budget by \$250,000.00 for a total of \$1,250,000.00.

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

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Oct-23-2007-1346

WHEREAS, Jefferson County has received approval from the U.S. Department of Housing and Urban Development for its Program Year 2007 Action Plan; and

WHEREAS, the grant assistance that is approved is \$2,116,915 for the CDBG Program, \$957,870 for the HOME Program, \$18,970 for the ADDI and \$91,848 for the ESG Program. The total allocation for Jefferson County is \$3,185,603; and

WHEREAS, these funds will be utilized to address the problems of affordable housing, homelessness, and economic opportunities for all citizens, particularly for low income persons.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins is authorized to sign HUD 7082 which incorporates the CDBG Entitlement Agreement, HUD 40093 which incorporates the HOME Investment Partnership Agreement, and the ESG Program Agreement Funding Approvals. Execution of these forms constitutes the agreement between the Department of Housing and Urban Development (HUD) and Jefferson County, Alabama for the 33<sup>rd</sup> Program Year.

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

Oct-23-2007-1347

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Indemnification Agreement for refund of impact permit 86138, in the amount of \$5,548.75 between Jefferson County and Craft and Associates, Inc. This Agreement provides for the refund of impact permit 86138 by allowing the execution of this indemnification agreement in lieu of the return of receipt for sewer impact permit issued for 1751 Patton Chapel Road, Hoover, Alabama.

INDEMNIFICATION AGREEMENT

RECITAL:

On May 16, 2006 Craft and Associates (hereafter Purchaser) purchased from Jefferson County, Alabama (the County) one sewer impact permit for a commercial lot at 1751 Patton Chapel Road, Hoover, Alabama. Purchaser made payment to the County in the amount of Five Thousand Five Hundred Sixty-Eight Dollars and Seventy-Five Cents (5568.75). The County issued one sewer impact permit (No.86138) representing a total of twenty-four point seventy-five (24.75) fixtures with connection address located at 1751 Patton Chapel Road, Hoover, Alabama. At the time of the issuance of the impact permit (No.86138), The County was not informed that the building to be constructed at 1751 Patton Chapel Road, Hoover, Alabama, is to be used as a Fire Station, which is exempt from sewer impact fees as set forth in section C.10 of the Jefferson County Sewer Use / Pretreatment Ordinance. Therefore Purchaser has requested a refund in the amount of Five Thousand Five Hundred Sixty-Eight Dollars and Seventy-Five Cents (5568.75) for impact permit 86138.

On or about July 25, 2007, Purchaser advised Jefferson County that he had lost the receipt for the Sewer Impact to the building which was built. Purchaser requested a refund in the amount of Five Thousand Five Hundred Sixty-Eight Dollars and Seventy-Five Cents (5568.75) for impact permit 86138.

In order to refund impact fees, the County requires the permittee to return both copies of the impact permit and the receipt issued by the County's Sewer Permitting Office. Purchaser asserts that after a diligent search he was able to locate and has returned both copies of the sewer impact permit, however, he was unable to locate the receipt for the sewer impact permit issued by the County's Permitting Office. In lieu of the return of the receipt for the sewer impact permit issued by the County's Permitting Office the County is willing to accept an indemnification agreement from the Purchaser as set forth below.

NOW THEREFORE, in consideration of the premises set forth above and below, the receipt and sufficiency of which as full consideration is hereby acknowledged, the County and Purchaser hereby agree as follows:

1. The County and Purchaser acknowledge that impact number 86138 is still in force, but will be re-issued as a no charge permit due to the permits exempt status.

2. Jefferson County agrees to return Five Thousand Five Hundred Forty-Eight Dollars and Seventy-Five Cents (5548.75) (Five Thousand Five Hundred Sixty-Eight Dollars and Seventy-Five Cents (5568.75) less Twenty Dollars (20.00) administrative charge as set forth in Article VII, C.11 of the Jefferson County Sewer Use / Pretreatment Ordinance) to Purchaser for the permits identified in the prior paragraph.

3. Purchaser agrees to hold harmless, defend, and indemnify Jefferson County, Alabama, the Jefferson County Commission, and its

Department of Environmental Services, their agents and employees, from and against any claim, suit, or judgment and all cost and expenses in any way resulting from any individual or entity whatsoever asserting any right or benefit whatsoever, by or through impact permit number 86138 which is dated May, 16, 2006 and is reflecting twenty-four point seventy-five (24.75) fixtures for a total fee of Five Thousand Five Hundred Sixty-Eight Dollars and Seventy-Five Cents (\$5,568.75). And Purchaser agrees to pay Jefferson County up to the sum of 5,568.75 at the rate of \$225.00 per fixture for sewer impact fees if the building at 1751 Patton Chapel Road, Hoover, Alabama is ultimately used for a purpose not covered by Article VII, C.10 of the Jefferson County Sewer Use / Pretreatment Ordinance.

IN WITNESS WHEREOF, the parties have caused this indemnification agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_, 2007.

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins,

President

Jefferson County Commission

Susan C. Smith

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

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Oct-23-2007-1348

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County and QORE Property Sciences for a maximum contract amount of \$ 50,225.31. This agreement provides for Construction Materials Testing and Geotechnical Engineering Services for the Morris Kimberly Trunk Sewer and Pump Stations Control Project.

AGREEMENT FOR CONSTRUCTION MATERIALS TESTING  
AND GEOTECHNICAL ENGINEERING SERVICES  
FOR THE MORRIS KIMBERLY TRUNK SEWER AND PUMP STATIONS

This AGREEMENT made this        day of        , 2007, by and between Jefferson County, a County in the State of Alabama as party of the first part, hereinafter referred to as the COUNTY, and QORE Property Sciences 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 thereafter mentioned, with payment to be administered by the COUNTY, to accomplish the construction materials testing, including necessary observations, testing and analysis, and reporting of findings, during construction of the Morris Kimberly Trunk Sewer and Pump Stations.

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 1 SCOPE OF WORK

The CONSULTANT, in the accomplishment of work under this AGREEMENT, shall provide construction materials testing, observation, and engineering reports to be submitted to the Jefferson County Environmental Services Department, hereinafter referred to as the PROJECT ENGINEER, for the construction of the Morris Kimberly Trunk Sewer and Pump Stations. For testing purposes, the project will consist of a geotechnical subsurface exploration and soil, concrete, foundation testing and observation.

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

SECTION 1 OBLIGATION OF CONSULTANT TO COUNTY

The CONSULTANT shall perform the professional and engineering services as further described below:

A. GEOTECHNICAL ENGINEERING SERVICES

1. Perform 25 linear feet of soil test boring for access roadway at Pump Station No. 1 and 50 linear feet for access roadway at Pump Station No. 2. The borings will be located in the cut areas. The soil test boring will be drilled 10 feet below ground surface or auger refusal. Any areas that will require fill or areas that are at final subgrade elevation will be observed and evaluated using proofrolling with a fully loaded dump truck (provided by the grading contractor) by the Geotechnical Engineer.

2. Perform a soil and rock core boring for each of the wet wells located at Pump Station No.1 and Pump Station No. 2. The borings will be advanced to approximately 30 feet below ground surface or corresponding to 10 feet below the bottom of the wet wells.

3. Perform three soil and rock core borings for Locust Fork River Crossing at Station 1+50.00, Station 2+50.00, and Station 9+00.00. These borings will be extended to EL 320, EL 270, and EL 390, respectively.

4. Total drilling for soil testing is budgeted to be 200 feet and total rock coring is budgeted for 180 feet. The following

summarizes our work plan:

<u>SITE</u>	<u>Location</u>	<u>Est. Soil Testing (feet)</u> <u>(feet)</u>	<u>Est. Rock Coring</u>
Pump Station No. 1	Roadway	25	0
Wet well		10	20
Pump Station No. 2	Roadway	50	0
Wet well		10	20
Locust Fork River Crossing	Sta. 1+50.00	10	65
	Sta. 2+50.00	15	55
	Sta. 9+00.00	5	20
ESTIMATED TOTAL FOOTAGE		125	180

5. Control sediment pollution around each of the boring locations for the Locust Fork River Crossing to minimize sediment runoff and discharge off from drilling operation.

6. The fieldwork will be performed under the supervision of a Geotechnical Engineer who will oversee field operations. If conditions are encountered that warrant additional changes to the planned field exploration, the engineer can readily make such changes. Often, changes to the field exploration allow for more thorough and economical geotechnical recommendations.

7. Laboratory tests will be performed as necessary on selected samples to establish the significant engineering characteristic and parameters of the soils and rocks. Given the anticipated site conditions, laboratory testing will consist of Atterberg Limits tests, grain size distribution, natural moisture content tests and unconfined compression tests for rock.

8. Perform document review at the State of Alabama Department of Industrial Relations Mining and Reclamation Division in an attempt to find documentation on underground mines.

9. Perform document review at the Alabama Department of Transportation Bridge Bureau at Montgomery Alabama in an attempt to find documentation on the existing bridge foundations for the Locust Fork River Crossing.

10. Provide geotechnical report which will include the following:

- Records of test borings outlining the materials encountered at the test locations. Subsurface profiles between borings will also be provided.
- Results of laboratory tests performed to provide information regarding the engineering characteristics of the subsurface materials.
- Site preparation considerations for construction at the site. Emphasis will be placed on general engineering properties of on-site soils, bedrock conditions, weather considerations, general grading considerations, and the possible need for undercutting and replacement.
- Lateral earth pressure coefficients for below grade walls.
- Foundation recommendations for pump station structure(s). These will include bearing capacity, foundation type, and settlement potential.
- Groundwater considerations, if encountered.
- Pavement support recommendations based on assumed CBR value.
- Anticipated conditions and construction considerations for directional bores.

#### B. CONSTRUCTION MATERIAL AND TESTING

1. Perform soil and aggregate base density testing on select fill for the proposed pump stations, backfill areas, parking areas and roadways around the pump station, using a nuclear gauge. Obtain samples of the proposed fill materials and deliver the samples to a laboratory for analysis when required.

2. Provide a geotechnical engineer or senior engineer to perform subgrade observations and provide other geotechnical recommendations during construction. Subgrade observations will consist of directing proofrolling observations. If soft or unsuitable soils are identified during proofrolling observations, the geotechnical engineer will recommend appropriate activities to the project engineer. The geotechnical engineer will also perform inspections of subgrade prior to the placement of concrete for footings and foundations.

3. Provide a technician to perform concrete tests (slump, air, and temperature tests) during the placement of concrete. Technician will cast concrete test specimens and deliver them to the laboratory for curing and compression tests.

4. Assign a project manager to the project, to help coordinate work on the project, and formally report results of tests and inspections. Reports of tests will be verbally issued at the time of the work, and will be issued formally on a weekly basis. Monthly progress meetings shall be attended.

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

It is understood that the COUNTY will:

1. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project, including

previous reports and any other data relative to the condition of the site.

2. Secure legal access and make all for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform its work under this AGREEMENT.

3. Examine studies, reports, sketches, opinions of probable cost of testing, 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.

4. Give prompt written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of, any defect in the performance of engineering services.

5. Survey and stake the centerline for CONSULTANT at both access roads and at the river crossing prior to CONSULTANT mobilization.

6. Clearing will be provided using COUNTY equipment and personnel for the purpose of site access prior to CONSULTANT mobilization.

### SECTION 3 CONFERENCES, VISITS TO SITE, INSPECTION OF WORK

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

B. Request for visits to the sit 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 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 this Agreement has been formally approved by both parties.

B. The work to be performed shall be completed in accordance with the following schedule:

Complete the Scope of Work identified in Article I, simultaneously with the three hundred and Sixty Five (365) calendar day project construction time.

A Representative of the COUNTY will schedule work on the project, and requests for services will be made one day or more in advance of the event.

C. In case of the COUNTY should deem it to be 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 provided herein, and subject to and in conformity with all provisions of the Agreement, the COUNTY will pay the CONSULTANT an amount not to exceed Fifty Thousand, Two Hundred Twenty five Dollars and 31 Cents (\$50,225.31) based upon the itemized fee schedule which is hereby incorporated as part of this agreement. This amount includes a twenty-five (25) percent contingency in the amount of Ten Thousand, Five Hundred Seventy Three Dollars and Seventy Five Cents (\$10,573.75). This contingency is included for variability of the subsurface conditions, rain, contractor delays, and unexpected items since the CONSULTANT S schedule during construction is dependant upon the contractor s schedule. The contingency will only be used with written consent from the COUNTY. The above total contract amount reflects a five (5) percent discount which will be provided to the COUNTY and shown on each months invoice from the CONSULTANT. Payment shall be made subject to submission by the CONSULTANT of invoices and evidence of performance as the COUNTY may deem necessary.

The COST CEILING for this AGREEMENT shall not be exceeded except by a formal amendment to this AGREEMENT. Payments shall be made, not more often than once per month, 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 upon receipt of the payment request by the Finance Department.

#### SECTION 2

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the COUNTY for all claims and liability to the CONSULTANT, his representatives 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 invoices exist because of extra work required at the request of the COUNTY.

### ARTICLE IV MISCELLANEOUS PROVISIONS

#### SECTION 1 CHANGE 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 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 this Agreement and constitutes extra work, the CONSULTANT shall within 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 this 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 the CONSULTANT shall make available to the COUNTY all documents and data pertaining to the work or to the project, 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.

## 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 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 10 days after the alleged delay has occurred. Any time extension for work authorized will be based on the ratio that the additional compensation bears to the original fee and time limit.

B. In the event that the COUNTY determines that the delays are avoidable 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

1. 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.

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 final compensation to the CONSULTANT, the COUNTY shall 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 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 payments previously made.

C. 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 DISPUTES

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 for the COUNTY in the matter shall be final and conclusive for both parties.

## SECTION 7 RESPONSIBILITY FOR CLAIMS AND LIABILITY

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 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.

CONSULTANT agrees to indemnify, hold harmless and defend the COUNTY, its elected officials, and employees (hereinafter referred to in this paragraph collectively as COUNTY), from and against any and all loss, expense or damage, including court cost and attorney's fees, for liability claimed 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 the breach of any duty or obligation of the CONSULTANT

included in this agreement, negligent acts, errors or omissions of the CONSULTANT, his subcontractors, the contractor, his subcontractors, 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 others.

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

A thirty 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.

#### 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, national origin, or disability, and all applicable provisions of Title 6, Code of Federal Regulations, and procure all necessary licenses and permits required to do business as a CONSULTANT.

#### SECTION 9 SUBLETTING, ASSIGNMENT OR TRANSFER

There shall be no assignment, subletting, or transfer of the interest 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 part or parties to whom such work is consigned, sublet 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, fits, 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 the facility being designed as enjoyed by the general public.

#### SECTION 11 CONTROL

A. 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 of 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 of 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. The CONSULTANT and subcontractors 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 COUNTY Funds under the terms of this 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 for itself, 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 contract work, will not discriminate on the grounds of race, color, national origin, or disability in the selection and retention of subcontractors, including procurement of materials and leases 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 provision of Executive Order 11245 of September 24, 1965.

2. Solicitation for Subcontractors, Including Procurement of Materials and Equipment: In all solicitation, 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 regulation relative to nondiscrimination on he grounds of race, color, national origin, or disability.

3. Sanctions for 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 appropriate, including but not limited to:

- a. Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or;
- b. Cancellation, termination or suspension of the contract, in whole or in part.

#### ARTICLE V

##### SECTION 1 EXECUTORY CLAUSE

A. The CONSULTANT specifically agrees that this Agreement shall be deemed executory only to the extent of moneys available and no liability shall be incurred by the COUNTY beyond the moneys available for the 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, be reason hereof, make any claim, demand, or application to or for any right or privilege applicable to any officer or employee the COUNTY, including, but not limited to workmen s compensation coverage, or retirement membership or credit.

#### ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signature, QORE Property Sciences on the        day of       , 2007 and the COUNTY on the        day of       , 2007.

QORE Property Sciences

Michael D. Owens, P.E., V.P., Branch Manager

RECOMMENDED:

Jefferson County

Robert Henderson, Director of Environmental Services

ATTEST:

JEFFERSON COUNTY COMMISSION

Minute Clerk

Bettye Fine Collins, President

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

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Oct-23-2007-1349

BE IT RESOLVED BE THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Professional Services Contract between Jefferson County, Alabama and Anderson Williams for \$7,637.50 to produce a training video for the Environmental Services Department's Grease Control Program.

CONTRACT NO. 186R-07

#### PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 23<sup>rd</sup> day of July, 2007, by and between Jefferson County, Alabama, hereinafter called the County, and Anderson Williams, hereinafter called the Contractor. The effective date of this agreement shall be August 6, 2007.

WHEREAS, the County desires to contract for training video services for the Environmental Services Department, hereinafter called Environmental Services; and

WHEREAS, the Contractor desires to furnish said training video 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. 186R-07 dated May 28, 2007, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by Environmental Services. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the production of a training video for the Environmental Services Grease Control Program. The Contractor shall perform and provide the following services:
  - Organizational meeting with production team
  - Use of professional video equipment
  - Field production and direction
  - Videography
  - Script Writing
  - Audio Production
  - Music Licensing
  - Graphics creation
  - Digital Editing
  - Review session and changes
  - Final video DVD with master tape approved by Environmental Services
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional video production services to Environmental Services at any time after the effective date of this Contract. The completion date of all services under this Contract is December 31, 2007.
4. **COMPENSATION:** The Contractor shall be compensated for services rendered at a cost of \$7637.50 payable upon completion of the project and submission of an invoice approved by Environmental Services.
5. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
6. **NON-DISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
7. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
8. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
9. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
10. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
11. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.
12. **COUNTY FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit

of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

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

CONTRACTOR	JEFFERSON COUNTY, ALABAMA
Anderson Williams	Bettye Fine Collins, President
	Jefferson County Commission

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

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Oct-23-2007-1350

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Administrative Order 07-4 be and hereby is approved.

ADMINISTRATIVE ORDER  
OF THE  
JEFFERSON COUNTY COMMISSION  
07-4

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

PURPOSE

To establish a policy and procedure for the annual evaluation of the performance of all classified employees of Jefferson County, Alabama.

I. POLICY

It shall be the policy of the Jefferson County Commission that all classified employees of Jefferson County, Alabama, shall be evaluated by their supervisors on an annual basis on the form approved by the Personnel Board of Jefferson County.

II. PROCEDURE

Department Heads will ensure that all classified employees within their departments receive a performance evaluation at least once per year on the form approved by the Personnel Board of Jefferson County. County Commissioners shall evaluate their classified Department Heads at least once per year on the form approved by the Personnel Board of Jefferson County. Copies of the evaluations shall be maintained in each employee's official personnel file.

DONE and ORDERED this the 23<sup>rd</sup> day of October, 2007.

BETTYE FINE COLLINS, President  
Jefferson County Commission

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

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Oct-23-2007-1351

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is authorized to transfer \$4,500 from the General Fund (1000) to the Capital Improvements Fund (4021) for use with the SAP Project. This transfer is for FY2007.

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

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Oct-23-2007-1352

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and Jefferson State Community College to provide funding for the Senior Citizen Center for older residents residing in Center Point, Pinson and the surrounding areas in the amount of \$11,450 - federal funds.

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

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Oct-23-2007-1353

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and City of Warrior to provide funding for the Senior Citizen Center for older residents residing in the City of Warrior and the surrounding areas in the amount of \$9,867 - federal funds.

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

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Oct-23-2007-1354

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and UAB Family Alzheimer's Program to provide support group and information to care-givers and families providing care to person suffering with Alzheimer's disease in the amount of \$31,424.73 - federal funds.

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

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BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following amendment to the agreement between Jefferson County, Alabama and Brasfield & Gorrie, LLC to move Cooper Green Hospital Phase 1 funds, including Owner's Contingency, to Cooper Green Hospital Project Funds for Phase 2 through 22.

AMENDMENT TO CONSTRUCTION MANAGEMENT AGREEMENT  
PHASE 2-22 COOPER GREEN HOSPITAL INFRASTRUCTURE AND  
MISCELLANEOUS IMPROVEMENTS PROJECT

Recitals

The undersigned entered into a Construction Management Agreement (the "Agreement") approved by the Jefferson County Commission on October 6, 2004, with regard to the upgrading of the infrastructure and miscellaneous improvements to Cooper Green Hospital located at 1515 Sixth Avenue, South, Birmingham, Alabama, Phase 2-22. This agreement was amended and approved by the Jefferson County Commission on February 15, 2006 to establish, among other items, a Guaranteed Maximum Price (GMP), an Owner's Contingency, and Construction Manager's Contingency.

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

AGREEMENT

1. The forgoing recitals are incorporated into and made a part of this Agreement.
2. The Owner shall be permitted, at its discretion, to supplement the Owner's Contingency Fund. These supplemental funds shall be for the sole use of the Owner in the administration of the Project. The Owner shall notify the Construction Manager in writing when funds are transferred to the Owner Contingency account so that they may be reflected as part of the monthly contingency status report.
3. The Guaranteed Maximum Price shall be calculated as outlined in the previous amendment dated February 15, 2006. The Total Construction Cost shall be calculated as outlined in the previous amendment dated February 15, 2006, with the exception that the Owner's Contingency in this calculation shall equal the sum of the original Owner's Contingency (\$660,000) plus all supplemental funds added to the Owner's Contingency as per the terms of this amendment.
4. This agreement consists of two (2) pages. The agreement shall not be modified in any form except through written amendment. Further amendments shall be agreed upon, signed, and executed by both parties.

EXECUTED this the 29<sup>th</sup> day of September, 2007.

Owner:

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Construction Manager:

BRASFIELD & GORRIE, LLC

\_\_\_\_\_, VP & Division Manager

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and Poole & Company Architects, LLC to provide architectural services for the Mount Olive Community Center to include preliminary assessment, environmental assessment and demolition/site improvement in an amount not to exceed \$39,000.

AMENDMENT 1 TO ABBREVIATED STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ARCHITECT DATED APRIL 14, 2006

The Owner and Architect agree as follows.

1. PRELIMINARY BUILDING ASSESSMENT. Assessment of the original Mt. Olive Community Center to determine the

scope of work and associated cost required to restore the building to a safe and maintainable condition. Extensive building and building system issues will be addressed, including structural deterioration, water leaks, mechanical and electrical system deficiencies, building code deficiencies, and finishes restoration. Deliverables will include a detailed description of the required scope of work and preliminary estimate of construction cost.

2. ENVIRONMENTAL ASSESSMENT. Assessment of the extent of hazardous materials present in the original Center and associated cost to abate them. Asbestos containing materials are suspected to be present, including roofing material, plaster, lighting, ceilings, flooring and ductwork. Mold is also present, and peeling paint present throughout the building is suspected to contain lead. Deliverables will include a report of findings including site sampling activities, laboratory test results, estimated quantities of hazardous materials, drawings and remediation options and recommendations.

3. DEMOLITION/ SITE IMPROVEMENT PACKAGE. Preparation of a schematic design for reuse of the property currently occupied for the original Center for outdoor recreation. The design may include new tennis or basketball courts, walking paths, an outdoor pavilion, seating, landscaping, and markers memorializing the original location of the Center. Based on the approved schematic design, prepare construction documents for building demolition and new site improvements, and provide bidding and construction administration services.

Based on the project scope outlined above, Poole & Company Architects will provide normal civil, architectural, structural, mechanical, electrical and environmental services on an hourly basis, not to exceed the following:

1. PRELIMINARY BUILDING ASSESSMENT	\$ 7,000
2. ENVIRONMENTAL ASSESSMENT	\$ 4,500
3. DEMOLITION/ SITE IMPROVEMENT PACKAGE	\$26,000
4. REIMBURSABLES	\$ 1,500
TOTAL, NOT TO EXCEED	\$ 39,000

This Amendment accepted and entered into on this day of September, 2007.

OWNER	ARCHITECT
Betty Fine Collins, President	John H. Poole Principal
Jefferson County Commission	Poole & Company Architects. LLC

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

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Oct-23-2007-1357

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the agreement with Building & Earth Science, Inc. for geotechnical services, to include material testing services for the New Bessemer Courthouse Project in the amount of \$76,350.

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

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Oct-23-2007-1358

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Children's Policy Cooperative of Jefferson County to provide the services of an Executive Director necessary to conduct the business of the Council as directed by Family Court in the amount of \$50,000.

AGREEMENT

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Children's Policy Cooperative of Jefferson County (hereinafter called the "Contractee").

WITNESSETH

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

WHEREAS, the County recognizes that contractee is a County resource and is established pursuant to an Act of the Alabama Legislature codified at § 12-15-133, Code of Alabama to provide implementation of the Alabama Children's Policy; and

WHEREAS, the County has determined that it is in the public interest for the contractee to engage an Executive Director 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, 2008.

2. The County shall pay to the Contractee a lump sum payment of \$50,000.00 upon execution of this contract.

3. The Contractee shall provide the following services in Jefferson County: Engage an Executive Director to assist and conduct the mission and responsibilities of the Jefferson County Children's Policy Council as directed by the Contractee.

ANY PASSTHROUGH 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, 2008, 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 passedthrough 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, 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

CHILDREN'S POLICY COOPERATIVE OF JEFFERSON COUNTY

Jennifer Kilburn, President, Board of Directors

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Tim Thornton to serve on the Jefferson County Economic and Industrial Development Board, beginning November 1, 2007 and ending October 31, 2008, be and hereby is approved.

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

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Oct-23-2007-1360

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointments of Tim Plyler and Howard Brooks to serve on the Jefferson County Board of Zoning Adjustments, beginning December, 2007 and ending December, 2010, be and hereby is approved.

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

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Oct-23-2007-1361

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Cindy Davis and Pam Segars Morris to serve on the Jefferson County Planning & Zoning Commission, beginning December, 2007 and ending December, 2011, be and hereby is approved.

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

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Oct-23-2007-1362

WHEREAS, the Jefferson County Commission entered into contracts with several vendors to provide certain professional services to support the flood mitigation program; and

WHEREAS, the terms of the original contract with each vendor was for one (1) year, extending from August 1, 2006, through July 31, 2007, with the County's option to amend each contract to extend such for two (2) additional one year periods; and

WHEREAS, the County wishes to extend the contract with Shelby Consulting Services, Inc. for an additional one (1) year, extending from August 1, 2007 through July 31, 2008.

NOW, THEREFORE, BE IT RESOLVED, that the Jefferson County Commission does amend the contract for Shelby Consulting Services, Inc. for an additional one (1) year, extending from August 1, 2007 through July 31, 2008, and directs the President of the Commission to execute such.

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

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Communication was read from Roads & Transportation recommended the following;

1. AT&T (BellSouth) to install 432' of buried cable on Sweeney Hollow and Chestnut Drive in Center Point.
2. Cullman/Jefferson Gas to install 1,275' of 4" gas main at 2631 Sleigh Road in Empire (from 8160 Corner School Road to 2631 Sleigh Road).
3. R. P. Bradley Construction to install 65' of 10" steel casing on Eastern Valley Road at Vintage Trace.
4. Birmingham Water Works to install 860' of 8" and 4" water main along Greendale Circle in Willow Glenn off Chalkville School Road

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

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Oct-23-2007-1363

A RESOLUTION IDENTIFYING SURPLUS COUNTY EQUIPMENT

AND AUTHORIZING THE DISPOSAL OF SAID EQUIPMENT VIA SETTLEMENT WITH STATE FARM

WHEREAS, the County Fleet Manager has determined the following piece of equipment to be surplus and of no further use to the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following County asset is hereby declared surplus property removed from the fixed assets inventory and disposed of via settlement with State Farm:

Vehicle	Vin	Description	Asset#	Price
A998102	1FAFP53U8XA174894	SEDAN 4 DR TAURUS 99	990267	\$ 5,062.00

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

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

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Oct-23-2007-1364

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to close

Cedar Mountain Road between Emerald Lake Drive West and Emerald Lake Drive East in order to remove a large rock box culvert and replace it with a reinforced concrete culvert, beginning construction on Monday, November 19<sup>th</sup> and is expected to be completed and the road reopened by Friday, November 23<sup>rd</sup>.

A detour route will be established and maintained in accordance with the Federal Manual on Uniform Traffic Control Devices while the road is closed.

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

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Oct-23-2007-1365

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 Tim Bagwell for roadway improvements.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Tim Bagwell  
Developer  
Farmingdale Subdivision  
Project  
Seal Coat  
Improvements  
November, 2010  
Completion Date  
\$11,100.00  
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:

Tim Bagwell  
9532 Trammel Road  
Dora, AL 35062

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

Tim Bagwell, Developer

Bettye Fine Collins, President

Jefferson County Commission

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

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Oct-23-2007-1366

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 HBC Holding, LLC for roadway improvements.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

HBC Holding, LLC  
Developer  
Twin Crest Subdivision  
Project  
1" Seal Coat on County Road  
Improvements  
10-1-09  
Completion Date  
\$21,000.00  
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:

6309 Pinnacle Circle  
Mount Olive, AL 35117  
Fax # (205) 631-3346

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

HBC Holding, LLC  
Michael D. Burrow, Member

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

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Oct-23-2007-1367

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 Eagle Development North, LLC for roadway improvements.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Eagle Development North, LLC  
Developer  
Brookstone Subdivision  
Project  
Seal Coat  
Improvements  
10/09  
Completion Date  
\$45,000.00  
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:

Eagle Development North, LLC                      Phone #: 368-9032  
P. O. Box 773    Fax #: 631-4841  
Gardendale, AL 35071

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

Eagle Development North, LLC  
John G. Farley, General Partner

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

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Oct-23-2007-1368

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

Recommended by:            E. Wayne Sullivan, P.E. Director/County Engineer  
Department:                 Roads & Transportation

Date: October 10, 2007  
Purpose: Payment to Judge of Probate - Bessemer  
Court Action - Cost Bill for CONDEMNATION  
Case #41817 01 Jeff. County v Charles D. Sublett  
Patton Chapel Road Project  
Price: \$19,974.50  
Pay to the order of: Judge of Probate  
Mailing Address: Probate Ct.  
Bessemer, AL 35020  
Fund #4022000000 Bus. Area #5100 GL Object #515710 Fund Center #5100000000  
WBS #C.982.D Functional Area: THR0 Check Delivery Code: 41

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

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Oct-23-2007-1369

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following deeds for required right-of-way across Jefferson County owned property for the Warrior-Kimberly Road at Church Street Project - Tracts 1, 2, 6 and 9.

WARRIOR KIMBERLY ROAD @  
CHURCH STREET (ROAD #636)

Jefferson County, Alabama  
Tract # 1 and 2

Agent

THIS INSTRUMENT PREPARED BY:  
James F. Henderson, Jr., Sr. Land Acquisition  
A200 Courthouse  
716 Richard Arrington, Jr. Blvd. N.  
Birmingham, Alabama 35203

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One and No/100 s Dollars (\$1.00) cash in hand paid by Jefferson County, a political subdivision of the State of Alabama, the receipt whereof is hereby acknowledged, we, the undersigned, do hereby grant, bargain, sell and convey unto the said Jefferson County, its successors and assigns, a right-of-way and easement for public purposes, including a public road and appurtenances, including drainage facilities, underground water and sewer lines and other public utilities and devices both below and above ground. Said right-of-way being located in Jefferson County, Alabama and described as follows, to-wit:

Commence at the NE corner of Section 24, Township 14 South, Range 3 West and run westerly along the north line of said Section a distance of 2314.00 feet; thence turn left an angle of 97°19' 05" and run southerly a distance of 323.07 feet; thence turn right an angle of 180° and run northerly a distance of 104.12 feet to the Point of Beginning of a Right-of-Way of variable widths being bounded on the southwesterly side by the Southerly property line of Grantor as described in Instrument Nos. 200408/8801 and Bk LR200608 Pg26389 as recorded in the Probate Office of Jefferson County, Alabama, and bounded on the northeasterly side by the Easterly property line of Grantor as described in said LR200608 Pg26389; thence run northerly along the last described course a distance of 16.55 feet. At this point the Right-of-Way is bounded on the southwesterly side by a line lying 75 feet southwesterly of and parallel to the following described line; thence continue northerly along the last described course a distance of 139.53 feet to the point of beginning of a 38°11' 50"curve to the left, having a central angle of 82°49' 41" and a radius of 150 feet; thence run northerly and northwesterly along the arc of said curve a distance of 61 feet, more or less. At this point the Right-of-Way is bounded on the northeasterly side by the Northerly property line of Grantor as described in said Instrument Nos. 200408/8801 and Bk LR200608 Pg26389; thence continue northwesterly along the arc of said curve a distance of 155.84 feet to the end of said curve; thence run westerly along the extended tangent of said curve a distance of 5 feet, more or less, to an intersection with a northerly projection of the westerly property line of Grantor and the end of this parcel of Right-of-Way.

All of said Right-of-Way lies in the NW ¼ of the NE ¼ of Section 24, and the SW ¼ of the SE ¼ of Section 13, all being in Township 14 South, Range 3 West, Jefferson County, Alabama.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this \_\_\_\_\_ day of

\_\_\_\_\_, 2007.

ATTEST:

Minute Clerk

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

WARRIOR KIMBERLY ROAD @  
CHURCH STREET (ROAD #636)

Jefferson County, Alabama  
Tract # 6

Agent

THIS INSTRUMENT PREPARED BY:  
James F. Henderson, Jr., Sr. Land Acquisition

A200 Courthouse  
716 Richard Arrington, Jr. Blvd. N.  
Birmingham, Alabama 35203

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One and No/100's Dollars (\$1.00) cash in hand paid by Jefferson County, a political subdivision of the State of Alabama, the receipt whereof is hereby acknowledged, we, the undersigned, do hereby grant, bargain, sell and convey unto the said Jefferson County, its successors and assigns, a right-of-way and easement for public purposes, including a public road and appurtenances, including drainage facilities, underground water and sewer lines and other public utilities and devices both below and above ground. Said right-of-way being located in Jefferson County, Alabama and described as follows, to-wit:

Commence at the NE Corner of Section 24, Township 14 South, Range 3 West and run westerly along the north line of said Section a distance of 2314.00 feet; thence turn left an angle of 97°19' 05" and run southerly a distance of 323.07 feet to the point of beginning of a 15°16' 44" curve to the left having a central angle of 56°34' 00" and a radius of 375 feet; thence run southerly and southeasterly along the arc of said curve a distance of 222 feet, more or less, to an intersection with the westerly property line of Grantor and the point of beginning of a Right-of-Way of variable widths being bounded on the southwesterly side by said westerly property line and bounded on the northeasterly side by the currently existing southwesterly right-of-way of Warrior Kimberly Road; thence continue southeasterly along the arc of said curve a distance of 79.26 feet. At this point the right-of-way is bounded on the southwesterly side by a line lying 90 feet southwesterly of and parallel to the following described line; thence continue southeasterly along the arc of said curve a distance of 68.97 feet to the end of said curve; thence run southeasterly along the extended tangent of said curve a distance of 53.65 feet to the point of beginning of a 15°16' 44" curve to the left having a central angle of 36°48' 00" and a radius of 375 feet; thence run southeasterly along the arc of said curve a distance of 67.47 feet to the end of this parcel of Right-of-Way.

All of said Right-of-Way lies in the NW ¼ of the NE ¼ of Section 24, Township 14 South, Range 3 West Jefferson County, Alabama and contains 0.732 acres, more or less.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:

Minute Clerk

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

WARRIOR KIMBERLY ROAD @  
CHURCH STREET (ROAD #636)

Jefferson County, Alabama  
Tract # 9

Agent

THIS INSTRUMENT PREPARED BY:  
James F. Henderson, Jr., Sr. Land Acquisition

A200 Courthouse  
716 Richard Arrington, Jr. Blvd. N.  
Birmingham, Alabama 35203

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One and No/100 s Dollars (\$1.00) cash in hand paid by Jefferson County, a political subdivision of the State of Alabama, the receipt whereof is hereby acknowledged, we, the undersigned, do hereby grant, bargain, sell and convey unto the said Jefferson County, its successors and assigns, a right-of-way and easement for public purposes, including a public road and appurtenances, including drainage facilities, underground water and sewer lines and other public utilities and devices both below and above ground. Said right-of-way being located in Jefferson County, Alabama and described as follows, to-wit:

Commence at the Northeast corner of Section 24, Township 14 South, Range 3 West, and run westerly along the north line of said section a distance of 2314.00 feet; thence turn left an angle of 97° 19' 05" and run southerly a distance of 524.85 feet; thence turn left an angle of 56° 34' 00" and run southeasterly a distance of 380.18 feet; thence turn left an angle of 36°48' 00" and run easterly a distance of 266.14 feet to the point of beginning of a Right-of-Way of variable widths being bounded on the northerly side by the currently existing right of-way of Warrior-Kimberly Road and being bounded on the southerly side by a line lying 75 feet southerly of and parallel to the following described line; thence continue easterly along the last described course a distance of 67.68 feet to the point of beginning of a

38°11' 50" curve to the right, having a central angle of 70°36' 03" and a radius of 150 feet; thence run easterly and southeasterly along the arc of said curve a distance of 184.83 feet to the end of said curve; thence run southeasterly along the extended tangent of said curve a distance of 93 feet to the end of this parcel of Right-of-Way.

All of said right-of-way lies in the NW ¼ of the NE ¼ of Section 24, Township 14 South, Range 3 West Jefferson County, Alabama.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST: JEFFERSON COUNTY, ALABAMA  
Minute Clerk Bettye Fine Collins, President  
Jefferson County Commission

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

\_\_\_\_\_  
Oct-23-2007-1370

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Brian C. Hamilton to serve on the Jefferson County Planning & Zoning Commission, beginning December, 2007 and ending December, 2011, be and hereby is approved

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

\_\_\_\_\_  
**COOPER GREEN MERCY HOSPITAL GOVERNING BODY**

Oct-23-2007-1371

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and RecoverCare, Inc. to provide rental hospital beds and medical equipment on an emergency as-needed basis to Cooper Green Mercy Hospital in the approximate amount of \$25,000 annually.

CONTRACT NO. 221-07

**CONTRACT**

THIS AGREEMENT entered into this 3<sup>rd</sup> dy of July, 2007, by and between Jefferson County, Alabama, hereinafter called "the County", and RecoverCare, LLC, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2007.

WHEREAS, the County desires to contract for medical equipment rental services for Cooper Green Mercy Hospital, hereinafter called "the Hospital"; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Invitation to Bid No. 221-07, dated April 27, 2007, the terms of which are included herein by reference. The Contractor shall supply rental medical equipment to the Hospital on an as-needed basis.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to provide rental medical equipment services to the Hospital at any time after the effective date of this Contract. The completion date of all services under this Contract is July 31, with renewal, at the County's option and approval of the Jefferson County Commission, for two (2)

additional one-year periods, not to exceed three full years.

4. **COMPENSATION:** The Contractor shall be compensated for equipment supplied per the equipment and associated costs listed on Attachment 1 to this contract. Payment shall be net thirty (30) days from receipt 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 with information required for Form 1099 reporting and other pertinent data required by law.

8. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

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

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

11. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date.

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. **REFUND IN THE EVENT OF BREACH:** 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, th Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

CONTRACTOR	JEFFERSON COUNTY, ALABAMA
Glenn Petracci,, Senior VP of Sales	Bettye Fine Collins, President
RecoverCare, LLC	Jefferson County Commission

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement Renewal between Jefferson County, Alabama and Steris Corporation to provide custom maintenance for two System 1 Processor located in Cooper Green Mercy Hospital's OR and OR 4 for FY07-08 in the amount of \$5,560.

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

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Oct-23-2007-1373

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Samford University - McWhorter School of Pharmacy for Cooper Green Mercy Hospital to provide clinical education for Pharmacy students beginning August 16, 2007 and ending August 15, 2008.

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

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Oct-23-2007-1374

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Alabama State University for Cooper Green Mercy Hospital to provide clinical education for Physical Therapy students beginning August 16, 2007 and ending August 15, 2008.

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

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Oct-23-2007-1375

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and SureQuest Systems, Inc. for installation of ThreeSquare Dietary Management System to include software subscription, maintenance, support and training at Jefferson Rehabilitation and Health Center in the amount of \$17,819.

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

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Oct-23-2007-1376

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the official bond(s) of the following in the sum of \$2,000 each and that RLI Insurance Company, be and the same hereby is properly approved and that the President of this Commission be, and hereby is authorized, directed and empowered to note the approval of the County Commission of Jefferson County, Alabama

upon said bonds.

There is one bond for Deputy Sheriff (for Commission approval only): Barbara J. Mead

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

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Oct-23-2007-1377

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Amendment to Agreement between Jefferson County, Alabama and A. G. Gaston Boys & Girls Club, Inc. be and hereby is approved.

AMENDMENT TO AGREEMENT

IN CONSIDERATION OF the premises and the obligations of the parties, the parties agree as follows:

The Agreement by and between Jefferson County, Alabama and the A. G. Gaston Boys & Girls Club, Inc. approved by the Jefferson County Commission on August 14, 2007 (Minute Book: 154; Page Number: 188) is hereby amended as follows:

Amend Paragraph 1 as follows:

"The terms of this Agreement shall begin upon execution of this contract and end September 30, 2008."

Amend Paragraph 4 to add the following:

"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, 2008, whichever shall first occur."

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

A. G. GASTON BOYS & GIRLS CLUB, INC.

Art Allen, Executive Director

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

Oct-23-2007-1378

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Amendment to Agreement between Jefferson County, Alabama and Board of Trustees of the University of Alabama for the University of Alabama at Birmingham Birmingham Regional Emergency Medical Services System (BREMSS) be and hereby is approved.

AMENDMENT TO AGREEMENT

IN CONSIDERATION OF the premises and the obligations of the parties, the parties agree as follows:

The Agreement by and between Jefferson County, Alabama and the Board of Trustees of the University of Alabama for the University of Alabama at Birmingham Birmingham Regional Emergency Medical Services System (BREMSS) approved by the Jefferson County Commission on July 24, 2007 (Minute Book: 154; Page Number: 96) is hereby amended as follows:

Amend Paragraph 3 as follows:

a. Purchase Emergency Medical Services (EMS) equipment (to include but not limited to adult, pediatric and infant resuscitation equipment laryngoscope blades, handles and bags, endotracheal tube detector, etc.) for 56 Jefferson County EMS providers. It is the intention of the County and Contractee that the equipment will become the property of the EMS Agency.

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

ON BEHALF OF BIRMINGHAM REGIONAL EMERGENCY MEDICAL SERVICES

Joe Acker, Executive Director

David Hoidal

CEO, UAB Health System

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

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Commissioner Carns stated that the meeting of the Jefferson County Commission would recess for five minutes to be reconvened for the rezoning hearing

The Commission reconvened with the following members present:

District 2 Shelia Smoot

District 3 Bobby Humphries

District 5 Jim Carns

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:

Oct-23-2007-1379

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-2007-045 United States Pipe & Fdry Co, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 07-02-3-0-2.0 in Section 2 Twp 15 Range 3W from I-3(S) (Industrial) to C-U (Current Use) as a means of temporarily holding development of the property until such time as it is rezoned to a classification that is in accordance with the Jefferson County Land Use Plan.(Case Only: 412 Doss Hollow Rd Gardendale, A135071) (MORRIS) (22 Acres M/L)

Rezoned only that portion of the property on the east side of I-65.

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-045 be approved. Voting "Aye" Humphries, Smoot and Carns.

Z-2007-046 United Land Corporation, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 07-0-3-0-01.0 in Section 3 Twp 15 Range 3W from I-3(S) (Industrial) to C-U (Current Use) as a means of temporarily holding development of the property until such time as it is rezoned to a classification that is in accordance with the

Jefferson County Land Use Plan.(Case Only: 500 Sardis Rd Gardendale, Al 35071) (SARDIS) (140 Acres M/L)

Rezoned only the narrow northern portion of the property (along Sardis Road)

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-046 be approved. Voting "Aye"  
Humphries, Smoot and Carns.

Z-2007-067 Walter C & Mary Katherine Densmore, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 14-22-1-0-4.0 in Section 22 Twp 16 Range 3W from I-3 (Industrial) to C-U (Current Use) as a means of temporarily holding development of the property until such time as it is rezoned to a classification that is in accordance with the Jefferson County Land Use Plan.. (Case Only: 849 Cluster Springs Rd Gardendale, A135071) (GARDENDALE) (1 Acres M/L)

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-067 be approved. Voting "Aye"  
Humphries, Smoot and Carns.

Z-2007-069 Birmingham Housing Corp, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 21-01-1-0-1.0 in Section 1 Twp 17 Range 4W from I-3 (Industrial) to C-U (Current Use) as a means of temporarily holding development of the property until such time as it is rezoned to a classification that is in accordance with the Jefferson County Land Use Plan.(Case Only: 2547 Shaddock Rd Birmingham, A135214) (WESTWOOD) (36.5 Acres M/L)

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-069 be approved. Voting "Aye"  
Humphries, Smoot and Carns.

Z-2007-070 Wayne Cambell, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 21-01-1-0-3.0, 4.0, 5.0, 6.0, 7.0, 8.0, 9.0, 29.0, 30.0, 32.0, & 33.0 in Section 1 Twp 17 Range 4W from I-3 (Industrial) to C-U (Current Use) as a means of temporarily holding development of the property until such time as it is rezoned to a classification that is in accordance with the Jefferson County Land Use Plan. (Case Only: 2549, 2601 & 2605 Forestdale Bend Rd; 504 to 520 Timber Ridge Dr Birmingham, Al 35214) (WESTWOOD) (5.3 Acres M/L)

Rezoned this property to R-1 (Single Family) in lieu of the proposed C-U classification.

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-070 be approved. Voting "Aye"  
Humphries, Smoot and Carns.

Z-2007-071 Angus W & Gail Carries, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 21-11-1-2-18.4 in Section 11 Twp 17 Range 4W from I-3 (Industrial) to C-U (Current Use) as a means of temporarily holding development of the property until such time as it is rezoned to a classification that is in accordance with the Jefferson County Land Use Plan.(Case Only: 2205 Pershing Rd Birmingham, A135214) (WESTWOOD) (5 Acres M/L)

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-071 be approved. Voting "Aye"  
Humphries, Smoot and Carns.

Z-2007-072 Donovan E & Barbara F Parker, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 21-12-2-2-15.1 in Section 12 Twp 17 Range 4W from I-1 (Industrial) to C-U (Current Use) as a means of temporarily holding development of the property until such time as it is rezoned to a classification that is in accordance with the Jefferson County Land Use Plan.(Case Only: 2221 Forestdale Blvd Birmingham, Al 35214) (WESTWOOD) (1.8 Acres M/L)

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-072 be approved. Voting "Aye"  
Humphries, Smoot and Carns.

Z-2007-074 Sandusky United Methodist, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 21-13-4-1-1-11.0 in Section 13 Twp 17 Range 4W from I-3 (Industrial) to C-U (Current Use) as a means of temporarily holding development of the property until such time as it is rezoned to a classification that is in accordance with the Jefferson County Land Use Plan.(Case Only: 1115 Pratt Hwy Birmingham, A135214) (FORESTDALE) (6.5 Acres M/L)

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-074 be approved. Voting "Aye"  
Humphries, Smoot and Carns.

Z-2007-075 Cheney J & Joyce J Lawler JR, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 22-06-2-0-2.1 in Section 6 Twp 17 Range 3W from I-3 (Industrial) to C-U (Current Use) as a means of temporarily holding development of the property until such time as it is rezoned to a classification that is in accordance with the Jefferson County Land Use Plan.(Case Only: 401 Wadsworth Dr Birmingham, Al 35214) (REPUBLIC) (21 Acres MIL)

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that Z-07-075 be approved. Voting "Aye" Humphryes, Smoot and Carns.

Z-2007-076 Robert Ross, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 39-08-1-0-35.0 in Section 8 Twp 19 Range 3W from I-3 (Industrial) to C-U (Current Use) as a means of temporarily holding development of the property until such time as it is rezoned to a classification that is in accordance with the Jefferson County Land Use Plan.(Case Only: 172 Paden Ave Bessemer, A135022) (SHANNON) (.3 Acres M/L)

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that Z-07-076 be approved. Voting "Aye" Humphryes, Smoot and Carns.

Z-2007-078 Fred Richards, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 22-11-3-1-8.0 in Section 11 Twp 17 Range 3W from I-3 (Industrial) to C-U (Current Use) as a means of temporarily holding development of the property until such time as it is rezoned to a classification that is in accordance with the Jefferson County Land Use Plan.(Case Only: 4184 22<sup>nd</sup> St N Birmingham, Al 35207) (HOOPER CITY) (1.2 Acres M/L)

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that Z-07-078 be approved. Voting "Aye" Humphryes, Smoot and Carns.

Z-2007-079 Mark Hawkins, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 22-11-3-4-10.0 in Section 11 Twp 17 Range 3W from I-2(A) (Industrial) to C-U (Current Use) as a means of temporarily holding development of the property until such time as it is rezoned to a classification that is in accordance with the Jefferson County Land Use Plan.(Case Only: 2020 Sayre St Birmingham, A135207) (HOOPER CITY) (1.0 Acres M/L)

Rezoned this property to R-6 (Single Family)

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that Z-07-079 be approved. Voting "Aye" Humphryes, Smoot and Carns.

Z-2007-085 Dewey William Smith, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 39-05-4-0-3.0 in Section 5 Twp 19 Range 3W from I-3 (Industrial) to C-U (Current Use) as a means of temporarily holding development of the property until such time as it is rezoned to a classification that is in accordance with the Jefferson County Land Use Plan.(Case Only: 1240 Smith Cir Bessemer, Al 35022) (SHANNON) (0.9 Acres M/L)

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that Z-07-085 be approved. Voting "Aye" Humphryes, Smoot and Carns.

Z-2007-086 Jackson Cartee, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 39-08-1-0-32.0 in Section 8 Twp 19 Range 3W from I-3 (Industrial) to C-U (Current Use) as a means of temporarily holding development of the property until such time as it is rezoned to a classification that is in accordance with the Jefferson County Land Use Plan.(Case Only: 154 Paden Ave Bessemer, A135022) (SHANNON) (0.9 Acres M/L)

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that Z-07-086 be approved. Voting "Aye" Humphryes, Smoot and Carns.

Z-2007-087 Zelpha K Needham, owner; Jefferson County Commission, Frank Humber, agent. Change of zoning on Parcel ID# 39-08-1-0-34.0 & 36.0 in Section 8 Twp 19 Range 3W from I-3 (Industrial) to C-U (Current Use) as a means of temporarily holding development of the property until such time as it is rezoned to a classification that is in accordance with the Jefferson County Land Use Plan.(Case Only: 166 & 180 Paden Ave Bessemer, A135022) (SHANNON) (0.8 Acres M/L)

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that Z-07-087 be approved. Voting "Aye" Humphryes, Smoot and Carns.

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Thereupon the Commission Meeting was adjourned to meet Tuesday, October 30, 2007, at 10:00 a.m. in Commission Chambers.

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President

ATTEST

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Minute Clerk