

STATE OF ALABAMA)

JEFFERSON COUNTY) April 3, 2007

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

District 1 Larry Langford

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

Motion was made by Commissioner Humphryes seconded by Commissioner Langford that the Minutes of March 27, 2007, be approved. Voting "Aye" Humphryes, Langford and Collins.

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STAFF DEVELOPMENT

Multiple Staff Development

Land Development/3 Participants

Dana Hazen	Birmingham, Alabama	\$159.00
Daniel G. Voketz	Zoning Administrator's Workshop	\$159.00
Robert T. Ferguson	May 15, 2007	\$159.00

Individual Staff Development

Chris L. Cook	Commission	Point Clear, Alabama American Public Works Assn. Alabama Chapter Convention May 28 - June 1, 2007	\$1,154.56
Deborah Andrews	CGMH	Tuscaloosa, Alabama JCAHO 2007 and Beyond April 24-25, 2007	\$302.19
Sara Holloway	Jefferson Rehab & Health Center	Atlantic City, New Jersey ADL Data Systems Annual Conference May 6-9, 2007	\$1,323.10
Bo Duncan	Land Development	Birmingham, Alabama University of North Alabama - Alabama Planning Institute April 5 & 30, 2007	\$164.00
Tracy A. Pate	Roads & Trans	Point Clear, Alabama American Public Works Assn. Alabama Chapter Convention May 28 - June 1, 2007	\$1,154.56
Bobbie Loggins	Roads & Trans	Auburn, Alabama Alabama Invasive Plant Council Conference April 26, 2007	\$60.00
Don Edge	Sheriff's Dept.	Sheffield, Alabama Cold Case Investigation April 17-20, 2007	\$396.47
Wendell W. Major	Sheriff's Dept.	Atlanta, Georgia Polygraph Examiner Basic Course April 15 - June 22, 2007	\$8,314.00
Joan H. Ratchford	EMA	Point Clear, Alabama 2006 Citizen Corps Conference December 13-15, 2006	\$345.44

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

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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 SERVICES - TECH SERVICES FROM DELL MARKETING LP, ROUND ROCK, TX, FOR LANDESK SOFTWARE. REFERENCE TAG# 801996 & 801999 \$165,474.16 TOTAL REFERENCE BID# 06-07
2. COOPER GREEN / MERCY HOSPITAL FROM MINERAL DISTRICT MEDICAL SOCIETY, BIRMINGHAM, AL, FOR CONTRACTOR TO BE A PARTNER WITH CHG IN THE ADMINISTRATION AND PERFORMANCE OF THE GRANT ENTITLED "DEEP SOUTH PARTNERSHIP FOR PREVENTION OF CVD DISPARITIES", GRANT #1 U01 HL07915301 THIS IS THE THIRD YEAR OF A FIVE YEAR GRANT. REFERENCE TAG# 804391 \$30,001.00 TOTAL  
RESOLUTION APPROVED BY THE JEFFERSON COUNTY COMMISSION TO ACCEPT THE GRANT ON 10/19/04 RECORDED IN MINUTE BOOK 146 AT PAGE 223.
3. FINANCE DEPARTMENT FROM REGIONS BANK, BIRMINGHAM, AL, FOR CONTRACTOR TO PROVIDE COLLATERAL SAFEKEEPING AND CUSTODIAL SERVICES TO THE COUNTY AS DIRECTED BY THE FINANCE DIRECTOR.  
REFERENCE TAG# 806126 \$8,500.00 TOTAL REFERENCE BID# 78-07  
CONTRACT APPROVED BY THE JEFFERSON COUNTY COMMISSION ON 3/13/07 AND RECORDED IN MINUTE BOOK 153 AT PAGES 165-166.
4. SHERIFF'S DEPARTMENT FROM BISHOP ADVERTISING, BIRMINGHAM, AL, FOR EXTEND CONTRACT FOR "STRIPING OF PATROL CARS" FOR THE PERIOD 3/15/07 TO 3/15/08. REFERENCE TAG# 796867, 796870, 799425 & 796886 \$20,000.00 TOTAL REFERENCE BID# 153-06
5. FAMILY COURT FROM BERNEY OFFICE SOLUTION, BIRMINGHAM, AL, TO PURCHASE SAVIN 8055 COPIER QUANTITY 2 @ \$9635.00 EACH. REFERENCE BID# 251-05 \$19,270.00 TOTAL
6. EMERGENCY MANAGEMENT FROM GRAYBAR ELECTRIC, BIRMINGHAM, AL, FOR SHELTER SUPPORT GENERATOR ELECTRICAL SUPPORT PACKAGE. REFERENCE TAG# 793818 \$13,522.76 TOTAL  
REFERENCE BID# 171-07
7. COOPER GREEN / MERCY HOSPITAL FROM UAHSF DEPARTMENT OF MEDICINE, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS TO EXISTING P.O. 215536 FOR THE UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION'S DEPT. OF MEDICINE TO PROVIDE RADIOLOGY READING SERVICES TO PATIENTS REFERRED TO THEM BY COOPER GREEN/MERCY HOSPITAL. REFERENCE TAG# 552376  
\$20,000.00TOTAL
8. COOPER GREEN / MERCY HOSPITAL FROM BAPTIST MEDICAL CENTER - PRINCETON, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS TO EXISTING P.O. 237796 FOR BAPTIST MEDICAL CENTER PRINCETON TO PROVIDE SERVICES OR PROCEDURES THAT COOPER GREEN/MERCY HOSPITAL CAN NOT PROVIDE TO PATIENTS REFERRED TO THEM. REFERENCE TAG# 656547 \$25,000.00 TOTAL  
RESOLUTION APPROVED BY THE COMMISSION ON 2/27/07 TO ALLOW COOPER GREEN / MERCY HOSPITAL TO REFER PATIENTS TO BAPTIST PRINCETON FOR PROCEDURES OR SERVICES THAT THEY CAN NOT PERFORM.
9. JEFFERSON HEALTH SYSTEMS COOPER GREEN HOSPITAL FROM EVANS MEATS, BIRMINGHAM, AL, FOR FRESH MEATS. REFERENCE TAG# PURCHASE COMMITMENT1134 \$10,000.00 TOTAL REFERENCE  
BID# 360-04
10. JEFFERSON HEALTH SYSTEMS COOPER GREEN HOSPITAL FROM SYSCO FOOD SERVICE OF CENTRAL ALABAMA, CALERA, AL, FOR MISCELLANEOUS FOODS. REFERENCE TAG# PURCHASE  
COMMITMENT1334  
\$30,000.00 TOTAL REFERENCE BID# 276-06
11. ENVIRONMENTAL SERVICES CAHABA RIVER PLANT FROM CIBA SPECIALTY CHEMICALS, CAROL STEAM, IL, TO OPEN PURCHASE ORDER FOR DRY-BEADED POLYMER. REFERENCE TAG# 800900 \$9,970.40  
TOTAL  
REFERENCE BID# 213-05
12. COOPER GREEN / MERCY HOSPITAL DATA PROCESSING FROM OFFICE ENVIRONMENTS INC., BIRMINGHAM, AL, FOR TWENTY FIVE (25) WALL MOUNTS FOR COMPUTERS TO BE INSTALLED IN CLINICS FOR MPM (MEDICAL PRACTITIONER MANAGEMENT) PROJECT. REFERENCE TAG# 806175 \$16,625.00  
TOTAL
13. INFORMATION SVCS - TECH SVC FROM SOFTWARE HOUSE INTERNATIONAL (SHI) CORPORATION, SOMERSET, NJ, FOR RENEWAL OF MICROSOFT LICENSES FOR THE PERIOD OF 3/1/07 2/28/08. REFERENCE TAG#  
802242, 802243, 802246, 802250, 802251, 802252, 802257, 802260 & 802262 STATE OF ALABAMA CONTRACT#

T-40\$169,627.90 TOTAL

14. INFORMATION SVC – TECH SVC FROM MTI TECHNOLOGY CORP, IRVIN, CA, FOR EMC ENTERPRISE STORAGE UPGRADE. REFERENCE TAG# 804611, 804613, 807617 & 804618 \$32,378.00 TOTAL REFERENCE BID# 05-07
15. COOPER GREEN / MERCY HOSPITAL MEDICAL RECORDS FROM DOCUMENT TECHNOLOGY, MOBILE, AL, FOR MICROFILMING SERVICE. REFERENCE TAG# 804509-BID# 183-06 \$50,500.00 TOTAL REFERENCE BID# 171-07
16. COOPER GREEN / MERCY HOSPITAL FROM CARL ZEISS MEDITEC, INC., DUBLIN, CA, TO PURCHASE FIELD ANALYZER & MISCELLANEOUS EYE EQUIPMENT. REFERENCE TAG# 797922, 797928, 797929, 797930, 797931, 797932, 797933, 800970, 802309, 802311, 802312, 802313, 802317, 802318, 802319, 802320, 802321, 802322, 802323, 802324, 802327, 802328, 802330, 802333, 802335, 802337, 802346 & 802347 REFERENCE BID# REBID 154-07 \$38,240.20 TOTAL

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

Voting "Aye" Langford, Humphries and Collins.

JEFFERSON COUNTY COMMISSION  
Finance Department  
Unusual Demands  
April 3, 2007

Vendor Number	Vendor	Description	Department	Amount
JOINT RESPONSIBILITY				
01	0012230	MARSHALL & SWIFT	SHIPPING	BD OF EQUALIZATION 24.25
02	0012230	MARSHALL & SWIFT	SUBSCRIPTION RENEWAL	BD OF EQUALIZATION 819.80
03	0012230	MARSHALL & SWIFT	SUBSCRIPTION RENEWAL	BD OF EQUALIZATION 798.90
04	0015789	APCO CLASS REGISTRATION	INSTRUCTOR UPGRADE APPLICATION	SHERIFF: BHAM ENFORCEMENT 149.00
05	0016378	CHARLIE RICHARDSON	TRAVEL REIMBURSEMENT	SHERIFF: BHAM ENFORCEMENT 103.19
06	0026903	NATL ASSOC OF SCHOOL	MEMBERSHIP JENNIFER KILBURN	SHERIFF: BHAM ENFORCEMENT 30.00
07	0036427	ALA TACTICAL OFFICER	MEMBERSHIP JEFFERSON COUNTY	SHERIFF: BHAM ENFORCEMENT 150.00
08	0038492	ZEPPORAH LITTLE	SETTLEMENT	COUNTY ATTORNEY 100000.00
ROADS & TRANSPORTATION				
09	0019728	BONHAM & BUCKNER PLB	REFUND PERMIT	INSPECTION SERVICES 82.00
10	0019728	BONHAM & BUCKNER PLB	REFUND PERMIT	INSPECTION SERVICES 82.00
11	0019728	BONHAM & BUCKNER PLB	REFUND PERMIT	INSPECTION SERVICES 70.00
12	0038506	INTNL CODE COUNCIL	MEMBERSHIP MICHAEL THOMAS	INSPECTION SERVICES 60.00
13	0038506	INTNL CODE COUNCIL	MEMBERSHIP JIMMY RAY KENNEDY	INSPECTION SERVICES 50.00
14	0038506	INTNL CODE COUNCIL	MEMBERSHIP BOBBY BULLOCH	INSPECTION SERVICES 50.00
15	0038510	CHRISTWAY CHURCH OF	RIGHT OF WAY	RIGHT OF WAY 46200.00
HEALTH AND HUMAN SERVICES				
16	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	JEFFERSON REHAB 296.72
17	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	CORONER/MEDICAL EXAMINERS 406.12
18	0028694	WAYNE FARRIS	REFUND OVERPAYMENT	JEFFERSON REHAB 332.14
19	0038017	COASTAL INSURANCE	MALPRACTICE INSURANCE	CGH: ADMINISTRATION 1578.82
20	0038507	BETTY JENSEN	REFUND OVERPAYMENT	JEFFERSON REHAB 2915.87
21	0038509	DONALD DOSS	REFUND OVERPAYMENT	JEFFERSON REHAB 323.65
22	0038517	POOLES FUNERAL HOME	FINAL DIST MARY LYMAN	JEFFERSON REHAB 1730.54
FINANCE AND GENERAL SERVICES				
23	0011499	GIATTINA FISHER AYCOCK	EXPENSE REIMBURSEMENT,	GEN SVCS: ADMINISTRATION 10004.82
24	0011499	GIATTINA FISHER AYCOCK	ARCHITECTURAL SERVICES	GEN SVCS: ADMINISTRATION 17483.75
25	0011499	GIATTINA FISHER AYCOCK	EXPENSE REIMBURSEMENT	GEN SVCS: ADMINISTRATION 1205.99
26	0013570	CITY OF TRUSSVILLE	REIMBURSEMENT FOR CONSUMPTION	FINANCE SEWER SERVICES 995.12
27	0013570	CITY OF TRUSSVILLE	REIMBURSEMENT FOR CONSUMPTION	FINANCE SEWER SERVICES 967.58

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

Voting "Aye" Humphries, Langford and Collins.

Probate Court

Court Clerk

Family Court - Juvenile Probation

Probation Officer - 2 positions

Family Court - Clerk's Office

Administrative Assistant I - 2 positions

Court Clerk - 2 positions

District Attorney - Birmingham

Administrative Assistant I - 2 positions

Finance - Sewer Services

Accounting Assistant II - 2 positions

Land Development

Principal Planner

General Services - Bessemer

Laborer I

General Services - Grounds

Laborer III

Environmental Services - Sanitation Administration - Sewer Impact

Administrative Assistant II

Cooper Green Mercy Hospital - Managed Care

Case Manager RN

Cooper Green Mercy Hospital - Medical Records

Medical Clerk

Cooper Green Mercy Hospital - Data Processing

Administrative Intern Cooper Green Mercy Hospital -

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

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Communication was read from Budget & Management recommending the following:

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

1. Human Resources \$50,000

Shift funds from Capital Improvements Fund (21) to the General Fund (01) to cover agreement to review and access the County's post-retirement benefit obligations, provide Governmental Accounting Standard Board Statement 45 compliance options and assist with implementation.

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

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Apr-3-2007-421

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of C. Grady Moore to serve as Commission District 5 citizen appointee to the Jefferson County Greenways Commission, beginning April, 2007 and ending April, 2009, be and hereby is approved.

Motion was made by Commissioner Humphryes seconded by Commissioner Langford that the above resolution be adopted.

Voting "Aye" Humphryes, Langford and Collins.

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Apr-3-2007-422

Whereas, it is the policy of the Jefferson County Commission to honor and celebrate our beloved institutions and landmarks and to recognize achievements of those individuals who have positively impacted our community to the betterment of our citizenry; and

Whereas, Carlile's Barbeque has been a Southside institution known throughout the Southeast for its slow-cooked pork, beef, and chicken barbecue plates, award winning jumbo cheeseburgers, and hand-cut French fries made from the freshest Idaho potatoes since brothers Herman and Warren Carlile, with their wives Lois and Pearl, opened Carlile Brothers Barbecue in 1945; and

Whereas, in 1974, Anita Evans purchased Carlile's from the Carlile Brothers and managed it for 21 years before selling it to her daughter, Vicki Lynn Evans, in 1995; and

Whereas, Carlile's owner Vicki Evans married Joseph E. Fuller in 2000 and permitted her husband to completely overhaul the restaurant's interior showcasing his keen interest in city politics, civic matters, and area sports by decorating the walls of Carlile's Restaurant with a large collection of framed photographs and assorted memorabilia, which converted the eatery into a small museum that showcases one of Birmingham's most interesting periods of history and celebrates Carlile's rich and storied barbecue heritage in Birmingham and Jefferson County; and

Whereas, in 1981, NBC Channel 13 awarded Carlile's Best BBQ in Birmingham, and in August 1996, Southern Living Magazine declared Carlile's Home of the Best Cheeseburger in the Southeast; and

Whereas, the reputation for outstanding barbecue caught the attention of President George W. Bush and his advance team who requested Carlile's Barbecue be delivered aboard Air Force One during a visit to Jefferson County in 2001; that same reputation for delicious barbecue compelled US Attorney General John Ashcroft to dine on Carlile's Barbecue during a trip to Birmingham with Senator Jeff Sessions in 2002; and

Whereas, Carlile's Barbeque located at 3511 6<sup>th</sup> Avenue South Birmingham, 35222, has faithfully fed barbecue aficionados of all walks of life for 52 years and is slated to close in April 2007.

Now, therefore, be it resolved that the Jefferson County Commission does celebrate the greatness of Carlile's Barbeque and the contribution of so many men and women who have worked as servers, cooks, or owners and have provided the atmosphere for fellowship enjoyed by the many patrons of this culinary Southside oasis since 1945; The Jefferson County Commission further recognizes the lasting legacy Carlile's has made to the rich barbecue heritage of Jefferson County. Carlile's Barbecue will never be forgotten.

Signed by the Jefferson County Commission at the Jefferson County Courthouse in Birmingham, Alabama, on this the 29<sup>th</sup> day of March, 2007.

Bettye Fine Collins, President

Jim Carns, Commissioner

Bobby Humphryes, Commissioner

Larry P. Langford, Commissioner

Shelia Smoot, Commissioner

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

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Apr-3-2007-423

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to approve modifying the existing grant contract between the Alabama State Military Department and Jefferson County, Alabama for Youth Services to decrease the contract amount from \$400,000 to \$250,000 and set the effective start date of the contract from July 1, 2005 through August 27, 2006. This Modification #3 was requested by ADECA for accounting purposes. The Grant provides an in school youth program with a focus on connecting academic and occupational learning. No additional funds are needed

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

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Apr-3-2007-424

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to approve a new grant contract between the Alabama State Military Department and Jefferson County, Alabama for Youth Services in the Amount of \$150,000 and set an effective start date of August 28, 2006 through June 30, 2007. This Modification was requested by ADECA for accounting purposes. The grant provides an in school youth program with a focus on connecting academic and occupational learning. The \$150,000 will come from the already approved \$400,000; therefore no additional funds are needed.

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

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Apr-3-2007-425

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to terminate the month to month contract arrangement between the WIA program and Darrell Walker Personnel Agency on 3/30/07. No additional funds required.

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

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Apr-3-2007-426

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

Inspection Services

010282	Dispose	Computer	Auction
031183	Dispose	Computer	Auction
41440	Dispose	Printer	Auction

Jefferson County Sheriff Office- Birmingham: Warrant Division

010146	Dispose	Copier	Salvage Parts
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Jefferson County Sheriff Office- Bessemer

000728	Dispose	Sedan 4 Dr	Auction
971446	Dispose	Sedan 4 Dr	Auction
971457	Dispose	Sedan 4 Dr	Auction
981368	Dispose	Mobile Radio	Auction
981369	Dispose	Mobile Radio	Auction
981370	Dispose	Mobile Radio	Auction
981371	Dispose	Mobile Radio	Auction
981788	Dispose	Sedan 4 Dr	Auction
981789	Dispose	Sedan 4 Dr	Auction
981792	Dispose	Sedan 4 Dr	Auction

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

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Motion was made by Commissioner Humphryes seconded by Commissioner Langford that the resolutions for contract award to to Warren, Averett, Kimbrough & Marino, LLC to provide accounting services and to Porter, White & Company to provide financial advisory services be carried over for one week. Voting "Aye" Humphryes, Langford and Collins.

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Apr-3-2007-427

BE IT RESOLVED by the Jefferson County Commission, that the Finance Director is hereby authorized and directed to transfer \$50,000 from the Capital Fund (21) miscellaneous equipment account to the General Fund (01) to cover the cost of contractor (actuary) to review and access the County's post-retirement benefit obligations, provide GASB 45 compliance options and recommendations to the County, and assist the County with implementation.

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

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Apr-3-2007-428

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Stephen Ward & Associates, Inc. to provide design services for the repair of the roof at the Center Point Multi-Services Facility in an amount estimated to be \$4,000 or less.

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

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Apr-3-2007-429

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute a contract between Jefferson County and Retirement Consulting Actuaries, Inc., for the performance of financial/actuarial services to achieve compliance with Governmental Accounting Standard Board Statement 45.

**CONTRACT FOR FINANCIAL / ACTUARIAL SERVICES**

WHEREAS, Jefferson County, Alabama, herein called the "County," desires to contract for financial / actuarial services that are necessary for the County's compliance with the new requirements of Governmental Accounting Standard No. 45 ("GAS 45"), which was issued by the Governmental Accounting Standards Board; and

WHEREAS, the undersigned Retirement Consulting Actuaries, Inc., hereinafter referred to as "Actuary," desires to provide such services to the County.

NOW, THEREFORE, in consideration of the above and the below, the County and Actuary hereby agree as follows:

1. **SCOPE OF WORK.** Actuary will review and assess the County's post-retirement benefit obligations (excluding pension benefit obligations), provide GAS 45 compliance options and recommendations to the County, and assist the County with implementation of the selected option(s).
2. **TERM OF WORK.** This Contract will be effective until the completion of the scope of work; provided, however, that the County may terminate this Contract with a 30day advance written notice to Actuary.
3. **RATE OF PAY.** Actuary shall be compensated at the following discounted hourly rates (with itemized monthly invoices to be

submitted to the County):

Barry Young (Principal Actuary):	\$310 per hour (less a 10% discount)
Barry Freiman (Consulting Actuary):	\$265 per hour (less a 10% discount)
Fred Munzenmaier (Sr. Consulting Actuary):	\$310 per hour (less a 10% discount)
Gregg Johnson (Consulting Actuary):	\$265 per hour (less a 10% discount)
Cheryl Bellio (Actuary):	\$225 per hour (less a 10% discount)
Jocelyn Cornick (Actuarial Assistant):	\$180 per hour (less a 10% discount)
Charles Atkinson (Health & Welfare Consultant):	\$250 per hour (less a 10% discount)
Lisa Perry (Health & Welfare Consultant):	\$200 per hour (less a 10% discount)
Corey Sherman (Senior Strategy Consultant):	\$220 per hour (less a 10% discount)
Staff Actuarial Assistants:	\$180 per hour (less a 10% discount)

4. OTHER BENEFITS AND COMPENSATION. Reimbursement for reasonable outofpocket expenses incurred by Actuary in rendering the abovedescribed services will be provided by the County.

5. WORKMEN'S COMPENSATION, FICA TAXES, OCCUPATIONAL TAXES, ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES. Actuary acknowledges and understands that the performance of this contract is as an independent contractor and, as such, Actuary 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, gender, national origin, religion, or handicap.

7. TAX REPORTING. Upon execution of the Contract, Actuary shall furnish the County with information required for tax reporting and other pertinent data required by law.

8. CERTIFICATION. Actuary and Actuary's representative signed below certify by the execution of this Contract that no part of the funds paid by the County pursuant to this Contract 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; and further certify that neither Actuary nor any of its officers, partners, owners, agents, representatives, employees or parties in the interest has in any way colluded, conspired, connived, with any member of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Contract and further certify that, except as expressly set out in the scope of the work or services of this Contract, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Contract. Any violation of this certification shall constitute a breach and default of this Contract and shall be cause for termination. Upon such termination, Actuary shall immediately refund to the County all amounts paid by the County pursuant to this Contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or cause these presents to be executed by their duly authorized representative this day of 2007.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

RETIREMENT CONSULTING ACTUARIES, INC.

Barry J. Young, Principal Actuary

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

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Apr-3-2007-430

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment to the agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and BBB Educational Foundation, Central Alabama, Inc. to add eleven additional public education classes and to increase budget by \$10,000.

AMENDMENT TO CONTRACT

CONTRACT #375-05



AMENDMENT # 1

This Amendment to Contract entered into this 4<sup>th</sup> day of December, 2006, by and between Jefferson County, Alabama through the Office of Senior Citizens Services (hereinafter referred to as "the Jefferson County Commission") and the BBB Educational Foundation, Central Alabama Inc., (hereinafter referred to as the "Contractor").

W I T N E S S E T H:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October, 2004, which was approved by the Jefferson County Commission on 11-9-04 at Minute Book 146, Pages) 337-338, and made part of this amendment by reference, is hereby amended as follows:

Item 1. Amend ATTACHMENT I PROGRAM COMPONENT by changing the minimum number of public education classes from thirty three (33) to forty four (44).

Item 6. Amend Exhibit 1 "Budget" by changing the total amount from \$30,000.00 to \$40,000.00 (Copy Attached - on file at OSCS) to cover the additional education classes.

All other terms and conditions remain as previously written.

Jefferson County Commission

Bettye Fine Collins, President

CONTRACTOR:

David C. Smitherman, Executive Director

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

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Apr-3-2007-431

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment to the agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Jefferson County Council on Aging to clarify the program component and to increase the budget by \$1,103,571.

AMENDMENT TO CONTRACT

CONTRACT #384-05

AMENDMENT #1

JCCOA/MEDICAID WAIVER SERVICE PROVIDERS

This Amendment to Contract entered into this 18<sup>th</sup> day of January, 2007, by and between Jefferson County, Alabama through the Office of Senior Citizens Services (hereinafter referred to as "The Jefferson County Commission") and Jefferson County Council on Aging, (hereinafter referred to as the "Contractor").

W I T N E S S E T H:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties entered into on the 27<sup>th</sup> day of September, 2004, which was approved by the Commission on 11904 and recorded at Minute Book 146, Page 338, is made part of this amendment by reference, and is hereby amended as follows:

Make the following changes to the Contract:

On Page 1 under the heading "Program Component" delete the first sentence and insert the following:

"The Agency shall contract directly with home health care agencies to provide Medicaid Waiver services to include personal care, respite (skilled), respite (companion), homemaker, companion care and frozen foods to qualified recipients in Jefferson County."

On Page 2, under Paragraph B. "Payment of Funds" revise the maximum amount of the contract as follows:

From: \$4,053,505.00

To: \$5,157,076.00

Increase reflects the approved budget by the Alabama Department of Senior Services.

Jefferson County Commission  
Bettye Fine Collins, President

CONTRACTOR:

George Graham, Executive Director

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

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Apr-3-2007-432

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment to the agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Jefferson County Council on Aging to change the number of case workers from ten to fifteen, the maximum number of clients from 400 to 467, revise the definition section and to increase the budget by \$80,023.

AMENDMENT TO CONTRACT  
CONTRACT #383-05  
AMENDMENT #1  
JCCOA/CASE MANAGEMENT

This Amendment to Contract entered into this 18<sup>th</sup> day of January, 2007, by and between Jefferson County, Alabama through the Office of Senior Citizens Services (hereinafter referred to as "The Jefferson County Commission") and Jefferson County Council on Aging, (hereinafter referred to as the "Contractor").

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties entered into on the 11<sup>th</sup> day of October, 2004, which was approved by the Commission on 11904 and recorded at Minute Book 146, Page 338, is made part of this amendment by reference, and is hereby amended as follows:

Make the following changes to the Contract:

On Page 1 under the heading "Program Component" amend the number of case managers from 10 to 15 and the maximum number of clients from 400 to 467.

On Page 2, after the heading "Definitions", remove this page and add the page attached to this amendment.(on file in OSCS)

On Page 3, under the heading "Payment of Funds", revise the maximum amount of the contract as follows:

From: \$589,421.00 per year

To: \$669,444.00 per year.

Increase reflects the approved budget by the Alabama Department of Senior Services.

Jefferson County Commission  
Bettye Fine Collins, President

CONTRACTOR:

George Graham, Executive Director

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

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Apr-3-2007-433

A RESOLUTION RETIRING A COUNTY UNIT AND PLACING ONE RETIRED COUNTY UNIT BACK INTO SERVICE

WHEREAS, the County Fleet Manager has determined the unit A935201 be retired due to condition of the unit.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that retired vehicle A976233 be placed back into service replacing the above referenced unit for use by the Director of Community Development.

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

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

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Apr-3-2007-434

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to close County Line Road between Morris Cobb Road and Titan Road to remove and replace a storm water drainage culvert beginning Monday, April 16<sup>th</sup> and reopened by Friday, April 20<sup>th</sup>.

A detour route will be established in accordance with MUTCD.

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

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Apr-3-2007-435

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to close Mud Creek Road between Mud Creek Church and Harmon Road to remove and replace a drainage culvert beginning Monday, April 16<sup>th</sup> and reopened by Friday, April 20<sup>th</sup>.

A detour route will be established in accordance with MUTCD.

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

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Apr-3-2007-436

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Alabama Power Company to provide an easement on County owned property in the Bradford Park area for guy wires and anchors.

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

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Apr-3-2007-437

RESOLUTION AUTHORIZING CONDEMNATION OF THE FOLLOWING DESCRIBED  
PROPERTIES FOR THE PUBLIC PURPOSES SPECIFIED

BE IT RESOLVED BY THE JEFFERSON COUNTY Commission that the said Commission finds, determines, declares and hereby orders that:

1. The Public interest and necessity require the acquisition, construction and completion by Jefferson County, Alabama of a public

improvement, namely Morris/Kimberly Pump Stations. The public interest and necessity require the acquisition of said improvement of the real property, or interest in real property hereinafter described.

2. It is necessary and in the public interest for Jefferson County, Alabama to construct, install and maintain Morris/Kimberly Pump Stations in, over, on or under the hereinafter described lands and the right to remove all improvements, trees, undergrowth and other obstructions situated on said lands, and also the right to enter upon said lands for the purpose of construction, maintaining and repairing the said public improvement constructed or installed thereon, thereover, or thereunder.

3. That the County Attorney of Jefferson County hereby is, authorized, directed and empowered:

(a) To prepare, institute and prosecute for and in the name of Jefferson County, Alabama condemnation proceedings pursuant to the constitution and statutes of the State of Alabama against the persons hereinafter named and the property hereinafter described and any and all other persons who own are reputed to own, claim or assert any right, title or interest in or to the herein described property.

(b) To prepare, secure, execute and file any bonds necessary for security for costs or to obtain a right of entry to said property pending final disposition of said cause, and to appeal from any other of condemnation that may be entered in the Probate Court of Jefferson County, Alabama to the Circuit Court of Jefferson County, Alabama in respect to any parcel in the event any award made in the Probate Court is said cause as to said parcel may in the opinion of this commission be excessive.

4. The property or interest in property which said County Attorney is by this resolution authorized and directed to acquire for said public use is situated in Jefferson County, Alabama and the owner or owners of said property or the claimants of some right, title or interest therein are set out below, each of said individual persons so named being over the age of twenty-one (21) years, a resident of Jefferson County, Alabama and under no legal disability, and each corporation named being an Alabama corporation unless otherwise specifically set out, each said party residing or having its principal place of business at the address set opposite their names.

Said proceedings to acquire and obtain for Jefferson County, Alabama a fee simple interest to install, construct and maintain Morris/Kimberly Pump Stations in, over, upon or under the following described lands and the right to remove all improvements, trees, undergrowth or other obstruction situated on said property, and the right to prevent any person from placing or maintaining any obstruction of said lands and also the right to enter upon said lands for the purpose of constructing, maintaining, and repairing the public improvements installed or construction, under, upon said lands described as follows:

Morris/Kimberly Pump Stations

Pump Station #1

**Tract 1**

Estate of George Rogers  
c/o Merritt Rogers  
3916 Royal Oak Dr  
Birmingham, Al 35243

Commence at the NW corner of Section 12, Township 15 South, Range 3 West; thence run Easterly along the Northerly line of said section 12 a distance of 392.59 feet; thence turn right 90°00' 00" and run Southerly a distance of 1322.62 feet to the point of beginning of the parcel herein described; thence turn right 88°38' 08" and run Westerly a distance of 163.59 feet to the Easterly right-of-way line of US Highway 31; thence turn right 43°15' 03" and run Northwesterly a distance of 28.02 feet; thence turn right 40°42' 56" and run Northerly a distance of 10.98 feet; thence turn right 91°49' 56" and run Easterly a distance of 148.66 feet; thence turn right 52°20' 15" and run Southeasterly 55.07 feet to the point of beginning. Containing 0.13 acres, more or less.

A 15' temporary construction easement being more particularly described as follows:

Commence at the NW corner of Section 12, Township 15 South, Range 3 West; thence run Easterly along the Northerly line of said section 12 a distance of 392.59 feet; thence turn right 90°00' 00" and run Southerly a distance of 1322.62 feet; thence turn right 88°38' 08" and run Westerly a distance of 163.59 feet to the Easterly right-of-way line of US Highway 31; thence turn right 43°15' 03" and run Northwesterly a distance of 28.02 feet; thence turn right 40°42' 56" and run Northerly a distance of 10.98 feet to the point of beginning of said easement lying North of, Northeasterly of, parallel to and abutting the following described line: thence turn right 91°49' 5" and run Easterly a distance of 148.66 feet; thence turn right 52°20' 15" and run Southeasterly 55.07 feet to the end of said easement.

Less and except any portion of said Temporary Construction Easement that lies within existing sewer easements or outside the boundaries of the grantor s property.

The Temporary Construction Easement lies in the NW ¼ of Section 12, Township 15 South, Range 3 West. The Temporary Construction Easement contains 0.07 acres, more or less.

The Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the grantor.

**Tract 2**

Pump Station #1

Rogers Kirtley Peyton  
Rogers Kirtley Peyton Trust  
Earl Rogers Peyton

8500 Punta Lora  
Pensacola, FL 32514

Commence at the NW corner of Section 12, Township 15 South, Range 3 West; thence run Easterly along the Northerly line of said section 12 a distance of 392.59 feet; thence turn right 90°00' 00" and run Southerly a distance of 1322.62 feet to the point of beginning of the parcel herein described; thence turn left 43°13' 42" and run Southeasterly a distance of 99.64 feet; thence turn right 45°53' 13" and run Southerly a distance of 176.65 feet; thence turn right 82°48' 53" and run Westerly a distance of 60.60 feet to the Easterly right-of-way line of US Highway 31; thence turn right 61°24' 39" and run Northwesterly along said right-of-way a distance of 298.43 ; thence turn right 121°45' 05" and run Easterly a distance of 163.59 feet to the point of beginning. Containing 0.80 acres, more or less.

Also, a 15' Ingress and Egress easement being more particularly described as follows:

Commence at the NW corner of Section 12, Township 15 South, Range 3 West; thence run Easterly along the Northerly line of said section 12 a distance of 392.59 feet; thence turn right 90°00' 00" and run Southerly a distance of 1322.62 feet; thence turn left 43°13' 42" and run Southeasterly a distance of 99.64 feet; thence turn right 45°53' 13" and run Southerly a distance of 176.65 feet; thence turn left 97°11' 07" and run Easterly 15 feet to the point of beginning of said easement lying Southerly of, parallel to and abutting the following described line: thence turn 180°00' 00" and run Westerly a distance of 75.60 feet to the Easterly right-of-way line of US Highway 31 and the end of this easement. Containing 0.03 acres, more or less.

A 15' temporary construction easement being more particularly described as follows:

Commence at the NW corner of Section 12, Township 15 South, Range 3 West; thence run Easterly along the Northerly line of said section 12 a distance of 392.59 feet; thence turn right 90°00' 00" and run Southerly a distance of 1322.62 feet to the point of beginning of said easement lying Northeasterly of, Easterly of, parallel to and abutting the following described line: thence turn left 43°13' 42" and run Southeasterly a distance of 99.64 feet; thence turn right 45°53' 13" and run Southerly a distance of 176.65 feet to the end of said easement.

Less and except any portion of said Temporary Construction Easement that lies within existing sewer easements or outside the boundaries of the grantor s property.

The Temporary Construction Easement lies in the NW ¼ of Section 12, Township 15 South, Range 3 West. The Temporary Construction Easement contains 0.1 acres, more or less.

The Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the grantor.

Pump Station #2

**Tract 1** Mildred Carolyn Peterson  
9260 Jefferson Street  
Kimberly, Al 35091

Commence at the NE corner of Section 35, Township 14 South, Range 3 West and run Southerly along the Easterly line of said section 35 a distance of 606.72 feet; thence turn right 90°00' 00" and run Westerly a distance of 1636.94 feet to the point of beginning of the tract of land herein described: thence turn left 134°13' 15" and run Southeasterly a distance of 31.00 feet; thence turn right 90°00' 00" and run Southwesterly a distance of 114.75 feet; thence turn right 9°39' 04" and run a distance of 20.00 feet to the Northeasterly right-of-way line of US Highway 31; thence turn right 89°56' 50" and run Northwesterly along said right-of-way a distance of 28.04 feet; thence turn right 80°24' 06" leaving said right-of-way run a distance of 129.79 feet to the point of beginning. Contains 0.09 Acres, more or less

Pump Station #2

**Tract 2** Debra Jebeles  
9252 Jefferson Street  
Kimberly, Al 35091

Commence at the NE corner of Section 35, Township 14 South, Range 3 West and run Southerly along the Easterly line of said section 35 a distance of 606.72 feet; thence turn right 90°00' 00" and run Westerly a distance of 1636.94 feet; thence turn left 134°13' 15" and run Southeasterly a distance of 31.00 feet to the point of beginning of the tract of land herein described: thence continue along the last described course a distance of 92.90 feet; thence turn right 90°00' 00" and run Southwesterly a distance of 37.32 feet; thence turn left 62°19' 06" and run Southerly a distance of 32.03 feet; thence turn left 19°13' 12" and run Southeasterly a distance of 204.80 feet; thence turn right 91°04' 12" and run Southwesterly a distance of 85.95 feet to the Northeasterly right-of-way line of US Highway 31; thence turn right 90°04' 00" and run Northwesterly along said right-of-way line a distance of 314.10 feet; thence turn right 80°24' 0" leaving said right-of-way run Northeasterly a distance of 114.75 feet to the point of beginning. Contains 0.70 Acres, more or less

A 15 foot Temporary Construction Easement more particularly described as follows:

Commence at the NE corner of Section 35, Township 14 South, Range 3 West and run Southerly along the Easterly line of said section 35 a distance of 606.72 feet; thence turn right 90°00' 00 ' and run Westerly a distance of 1636.94 feet; thence turn left 134°13' 15" and run Southeasterly a distance of 31.00 feet to the point of beginning of a 15 foot Temporary Construction Easement lying Northeasterly of, Southeasterly of, parallel to and abutting the following described line: thence continue along the last described course a distance of 92.90 feet; thence turn right 90°00' 00" and run Southwesterly a distance of 37.32 feet; thence turn left 62°19' 06" and run Southerly a distance of 32.03 feet; thence turn left 19°13' 12" and run Southeasterly a distance of 204.80 feet to the end of this easement.

Less and except any portion of said Temporary Construction Easement that lies within existing sewer easements or outside the boundaries of the grantor s property.

The Temporary Construction Easement lies in the NW ¼ of Section 12, Township 15 South, Range 3 West. The Temporary Construction Easement contains 0.13 acres, more or less.

The Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the grantor.

Pump Station #2

**Tract 3** Mildred Carolyn Peterson  
9260 Jefferson Street  
Kimberly, Al 35091

Commence at the NE corner of Section 35, Township 14 South, Range 3 West and run Southerly along the Easterly line of said section 35 a distance of 606.72 feet; thence turn right 90°00' 00" and run Westerly a distance of 1636.94 feet; thence turn left 134°13' 15" and run Southeasterly a distance of 123.90 feet; thence turn right 90°00' 00" and run Southwesterly a distance of 37.32 feet; thence turn left 62°19' 06" and run Southerly a distance of 32.03 feet; thence turn left 19°13' 12" and run Southeasterly a distance of 204.80 feet to the point of beginning of the tract of land herein described: thence continue along the last described course a distance of 136.27 feet; thence turn left 89°59' 28" and run Northeasterly a distance of 15.12 feet; thence turn right 92°32' 41" and run Southeasterly a distance of 31.34 feet; thence turn right 91°19' 21" and run Southwesterly a distance of 99.57 feet to the Northeasterly right-of-way line of US Highway 31; thence turn right 86°00' 33" and run Northwesterly along said right-of-way line a distance of 162.35 feet; thence turn right 91°11' 05" leaving said right-of-way run Northeasterly a distance of 85.95 feet to the point of beginning. Contains 0.33 Acres, more or less

A 15 foot Temporary Construction Easement more particularly described as follows:

Commence at the NE corner of Section 35, Township 14 South, Range 3 West and run Southerly along the Easterly line of said section 35 a distance of 606.72 feet; thence turn right 90°00' 00 "and run Westerly a distance of 1636.94 feet; thence turn left 134°13' 15" and run Southeasterly a distance of 123.90 feet; thence turn right 90°00' 00" and run Southwesterly a distance of 37.32 feet; thence turn left 62°19' 06" and run Southerly a distance of 32.03 feet; thence turn left 19°13' 12" and run Southeasterly a distance of 204.80 feet to the point of beginning of a 15 foot Temporary Construction Easement lying Northeasterly of, parallel to and abutting the following described line: thence continue along the last described course a distance of 136.27 feet to the end of this easement; thence turn left 89°59' 28" and run Northeasterly a distance of 15.12 feet; thence turn right 92°32' 41" and run Southeasterly a distance of 31.34 feet to the point of beginning of a 15 foot Temporary Construction Easement lying Southeasterly of, parallel to and abutting the following described line: thence turn right 91°19' 21" and run Southwesterly a distance of 99.57 feet to the Northeasterly right-of-way line of US Highway 31 and the end of this easement.

Less and except any portion of said Temporary Construction Easement that lies within existing sewer easements or outside the boundaries of the grantor s property.

The Temporary Construction Easement lies in the NW ¼ of Section 12, Township 15 South, Range 3 West. The Temporary Construction Easement contains 0.08 acres, more or less.

The Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the grantor.

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

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Apr-3-2007-438

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

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

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

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

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

Z-2006-064 U.S. Steel Corporation, owner; J.M. Hutto, agent. Change of zoning on Parcel ID# 38-27-3-2-1.001 in Section 27 Twp 19 Range 4 West from A-1 (Agriculture) to R-G (Single Family) for a garden home subdivision. (Case Only: 6040 and 6041 Hopewell Road, Bessemer, AL 35022) (HOPEWELL) (35.3 Acres M/L)

RESTRICTIVE COVENANTS: 1. The development of this property shall not exceed a density of 2.7 units per acre, or a maximum of 94 lots; 2. the developer shall dedicate right-of-way to a minimum of 25 feet from the centerline of any and all streets abutting the subject property; and 3. the design speed for the turn lanes shall be at least 40 mph; 4. Reversionary Clause

Motion was made by Commissioner Humphryes seconded by Commissioner Langford that Z-06-064 be approved. Voting "Aye" Humphryes, Langford and Collins.

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Apr-3-2007-439

WHEREAS, it is in the best interest of Jefferson County to encourage and facilitate responsible and orderly growth; and,

WHEREAS, in an effort to promote such, Commissioner Humphryes established the Development Review Committee to address concerns associated with the processing, review and approval of construction plans; and,

WHEREAS, the Development Review Committee consists of representatives of the Greater Birmingham Association of Homebuilders (GBAHB) and County staff involved with the processing, review and approval of construction plans; and,

WHEREAS, after several meetings, this Committee developed the attached policy concerning the processing, review and approval of construction plans, which is intended to enable staff to better manage the process while providing the homebuilding and development community more consistent and timely plan reviews; and,

WHEREAS, staff is implementing the process management portions of the process now;

NOW, THEREFORE, BE IT RESOLVED, that the Jefferson County Commission does hereby adopt the attached Construction Plan Review Procedures Policy, understanding that the effort to streamline the processing, review and approval of construction plans by conducting reviews within the time frames indicated by the Policy is contingent upon the hiring and training of additional staff.

Construction Plan Review Process

Proposed by the Greater Birmingham Association of Home Builders as Modified by Staff

1. Applicant submits construction plans ("plans") to Land Development for processing and review; plans are reviewed to ensure minimum submission requirements are met, including owner's name and contact information; incomplete plans are returned to the applicant with submission deficiencies noted. The Plans Review Coordinator is the "point man" for all projects submitted.
2. Complete plans are tentatively sorted into one of five categories, each varying in degree of complexity of review and length of review time anticipated:
  - I. Minor Site Plans - typically additions or modifications to an existing non residential building, structure or site with

existing access to a public road, improvement to which is unlikely (projects such as collocations on existing cell towers, temporary uses, change of use in an existing building, and the like)

- II. Typical Site Plans - development of vacant land with a new non residential building, structure or site, or major upgrading of an existing non residential building, structure or site, where a new connection to a public road is proposed, or upgrades to an existing connection is warranted, both involving issuance of an Access Permit and installation of a standard commercial entrance
  - III. Major Site Plans - same as II above except the new or upgraded connection to a public road will require turning lanes to be installed in addition to a standard commercial entrance, involving the issuance of an Access Permit
  - IV. Subdivision Construction Plans - development of new lots involving the connection of a new road(s) (public or private) to a public road, and the grading and drainage changes associated therewith. Subdivision construction plans can generally be separated into two sub categories:
    - a. Less than 10 lots - a new or upgraded connection is proposed to a Local Road (refer to the list of Road Classifications), grading and drainage changes are minimal, and an Access Permit for a standard commercial entrance is required; or, all lots front on a existing public road
    - b. 10 lots or greater - typically a new road connection is proposed to a public road, grading and drainage changes are significant, and an Access Permit for a standard commercial entrance and turning lanes is required
  - V. Significant Projects - any major project requiring a traffic study to determine the impact of vehicle trips generated on the adjoining public roads in order to determine the road improvements required, with site improvements involving significant grading and drainage changes (such as a shopping center or PUD)
3. Plans are transmitted for review within 24 hours of receipt; review agencies provide comments to Land Development within the time frame prescribed by the plan's category:\*
- I. Minor Site Plans - 10 working days
  - II. Typical Site Plans - 15 working days
  - III. Major Site Plans (major road impact) - 20 working days
  - IV. Subdivision Construction Plans
    - a. 10 working days
    - b. 20 working days
  - V. Significant Projects - 20+ working days

After their review, each agency will identify whether:

- a. the plans are entirely inadequate and further review cannot be performed; a meeting with the engineer and owner is needed to get the project on track
- b. the plans contain significant deficiencies that need to be reviewed with the engineer and owner prior to revised plans being submitted
- c. the plans contain certain deficiencies that need to be reviewed by the agency but do not require a meeting prior to the submission of revised plans
- d. the plans contain minor deficiencies; revised plans can be submitted and the Plans Review Coordinator can review them to verify that deficiencies have been addressed, and no meeting is needed
- e. the plans are correct as submitted and can be approved

Review staff will meet weekly to review all plans under review for the purpose of confirming the category they have been assigned, updating their status, and refining the dates comments are forecasted to be made. The Plans Review Coordinator will notify the applicant and owner of the updated status and comments forecast date of their plans.

4. Once all comments are returned to Land Development, Land Development will schedule a meeting (if required) to occur within 7 days and will notify the owner and the engineer of the date and time of the meeting (it's likely that one day of the week will be selected for this "post comment after review" meeting); only those agencies requiring the meeting will attend; at the meeting all comments will be reviewed.

5. Once the engineer revises the plans to address all deficiencies, revised plans are submitted to Land Development for processing and review; all revised submissions must be accompanied by a transmittal letter that indicates how each review comment was addressed and where in the revised plans the correction was made; the Plans Review Coordinator may check plans for the inclusion of minor deficiencies if so authorized by Roads & Transportation; the process is repeated beginning at Step 3 until the plans are deemed correct and ready for approval.

6. The Plans Review Coordinator will notify the engineer and owner when plans are ready for approval, and instruct them to submit plans for signature.

\* The GBAHB requested that the initial review of plans occur within 14 working days of acceptance of the plans for processing. .

Note: Meeting the time frames noted above is contingent upon the hiring of additional staff. However, the revised procedures



outlined above, including the meetings described in Steps 3 and 4, will be implemented now by Land Development and Roads & Transportation.

Coordinator may check plans for the inclusion of minor deficiencies if so authorized by Roads & Transportation; the process is repeated beginning at Step 3 until the plans are deemed correct and ready for approval.

7. The Plans Review Coordinator will notify the engineer and owner when plans are ready for approval, and instruct them to submit plans for signature.

\* The GBAHB requested that the initial review of plans occur within 14 working days of acceptance of the plans for processing..

Note: Meeting the time frames noted above is contingent upon the hiring of additional staff. However, the revised procedures outlined above, including the meetings described in Steps 3 and 4, will be implemented now by Land Development and Roads Transportation.

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

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Apr-3-2007-440

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that a public road known as Disposal Plant Road (35126), located in Section 24, Township 15 South, Range 2 W, be and hereby is renamed Cascade Hollow Lane.

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

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Apr-3-2007-441

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

Agreement with Alabama Department of Public Health to conduct SNS Transportation Exercise in the amount of \$17,041.88.

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

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**COOPER GREEN MERCY HOSPITAL GOVERNING BODY**

Apr-3-2007-442

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 d/b/a Cooper Green Mercy Hospital and Jefferson Clinic, P.C. to provide for the provision of a Medicaid Care Coordinator for the Maternity Program for the Obstetrical Department. Hospital shall provide for annual compensation in the amount of \$92,600.

**SECOND AMENDMENT TO AGREEMENT**

This Second Amendment is made effective the 1<sup>st</sup> day of March, 2007, by and between Jefferson County, Alabama d/b/a Cooper

Green Hospital, a hospital operating in Birmingham, Alabama ("Hospital"), and Jefferson Clinic, P.C., a professional corporation organized under the laws of Alabama ("Corporation").

RECITALS

WHEREAS, Hospital and Corporation have previously entered into a Professional Service Agreement (the "Agreement"), dated February 1, 2006.

WHEREAS, Hospital and Corporation do now desire to modify and amend the Agreement as set forth in this Second Amendment; and

NOW, THEREFORE, in consideration of the premises above, the covenants below, and other good and valuable consideration, the parties hereto do hereby agree as follows:

BE IT RESOLVED that Corporation shall provide for the provision of a Medicaid Care Coordinator for the Maternity Program for the Obstetrical Department. Hospital shall provide for annual compensation in the amount of \$92,600 paid to Corporation under the core services. This increase shall be reflected in the monthly payments in the amount of \$1,013,601.83 made to Corporation as part of the entire compensation arrangement as per the Agreement. This increase in compensation shall become effective March 1, 2007, and shall continue for the life of the Agreement, unless further amended in the future; and

FURTHER RESOLVED, that 100% of collections for billable services for the Medicaid Care Coordinator shall be paid directly to the Hospital. Except as otherwise provided in this Second Amendment, the Agreement shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have executed this Agreement this day and year first above written.

Jefferson County, Alabama – d/b/a Cooper Green Hospital  
Bettye Fine Collins, President Jefferson County Commission  
Jefferson Clinic, P.C.  
Rick Player, M.D., President

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

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Apr-3-2007-443

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital and Physica Imaging, LLC to perform the duties and assume the responsibilities of a Medical Physicist and Radiation Safety Officer in the amount of \$26,540 annually.

CONTRACT NO. 70-07

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1<sup>st</sup> day of January, 2007, by and between Jefferson County, Alabama, hereinafter called

"the County", and Physica Imaging, LLC, hereinafter called "the Contractor". The effective date of this agreement shall be January 1, 2007.

WHEREAS, the County desires to contract for radiation safety officer services for Cooper Green/Mercy Hospital, hereinafter called "the Hospital"; and

WHEREAS, the Contractor desires to furnish said professional 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. 70-07, dated December 4, 2006, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by the Hospital. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the duties and responsibilities of a Medical Physicist and Radiation Safety Officer for the Hospital as listed below:

1. Review and maintain a Personnel Radiation Monitoring Control Program to assure that all employees using such materials/equipment are instructed in the proper procedures for protection from radiation exposure, to include the record keeping and maintenance of badges.

2. Investigate all suspected radiation exposures or incidents involving radioactive materials.

3. Interpret radiation safety regulations that may be recommended or implemented by regulatory bodies or manufacturers, and other changes with implications for radiation safety including revisions in prevailing medical opinion. Develop and recommend policies and procedures for compliance with revised regulations. Assure that the hospital management is advised at all times of measures required to maintain compliance with regulations or requirements concerning employees, patients, public safety, radiation dosage, or other related issues. Provide or specify employee training for any new or revised procedures relevant to hazards of radiation.

4. Spend no less than 10 hours each month at the facility monitoring the radiation safety program and providing immediate advice and assistance to abate any noted deficiencies and document same.

5. Maintain calibration of radiology and nuclear equipment, including mammography.

6. Serve as Radiation Safety Officer, as permitted by the State of Alabama or Jefferson County Health Department, to include all sections of Radiology including all nuclear medicine sections but excluding mammography.

7. Conduct in-service meetings for purpose of training and updating Hospital personnel as required for regulatory compliance.

8. Attend general meetings, as scheduled, which involve Joint Commission Standards and/or Radiation Safety, or due notice of any cancellation.

9. Perform annual mammography equipment and processor performance audit and provide report of same.

10. Perform two trimester mammography equipment performance audits and provide reports in four month intervals.

11. Provide mammography patient dosimetry data table for posting in accordance with JCAHO recommendations.

12. Provide consultation as needed when problems arise with mammography equipment and Processing.

13. Carry out all requirements specified in State Board of Health regulations in Chapter 420326 and any other applicable regulations.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional services to the Hospital at any time after the effective date of this Contract. The completion date of all services under this Contract is November 30, 2010.

4. **COMPENSATION:** The Contractor shall be compensated for Radiation Safety Officer services rendered at a cost of \$1500.00 per month payable per submission of an approved invoice. Contractor shall also be compensated for annual medical physics evaluations for the equipment used by the Radiology Department of Cooper Green as follows:

<u>EQUIPMENT</u>	<u>PRICE</u>
Mammography	
G.E. DRM + Mammography unit	\$130.00
Performa Instrumentarium Mammography Unit	\$114.00
C-ARMS	
Ziehm EXPC87	\$250.00
Ziehm EXPC87	\$250.00
Portables	
G.E. AMX4	\$250.00
G.E. AMX4-Plus	\$250.00
G.E. AMX4	\$250.00

Emergency Department

Picker MPX Radiography Unit \$275.00

Swissray Modulator Plus Digital Radiography System \$350.00

Main Radiology

G.E. Sentry III Radiographic Unit \$275.00

Fisher Imaging FM60 X-Ray Unit \$275.00

Picker Vector 80 Radiographic/Fluoroscopy Unit \$550.00

G.E. Advantax Radiographic/Fluoroscopy Unit \$550.00

Nuclear Medicine

Elscient SP-6 Nuclear Camera \$1250.00

Surgery

Cystogram Radiographic Unit (Rad & Fluor Functions) \$575.00

CT

CT Lightspeed Plus QXI \$750.00

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR: JEFFERSON COUNTY, ALABAMA  
Daniel J. Staton, Ph.D., President Bettye Fine Collins, President  
Physica Imaging, LLC Jefferson County Commission

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

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Apr-3-2007-444

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital and Emdeon Business Services to provide patient eligibility services for Medicaid and Medicare patients to the Pharmacy Department in the amount of \$1,200 annually.

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

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

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Apr-3-2007-445

WHEREAS, THE ADMINISTRATION of Cooper Green Hospital has recommended the appointment of the following individuals to the medical staff of Cooper Green Hospital.

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

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

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

MARCH 2007 MEDICAL STAFF APPLICATIONS

Internal Medicine Rick Player, MD, Chair

<u>Name</u>	<u>Speciality</u>
Michael Dobelbower, MD	Radiation/Onc
Donald Gordon, MD	Cardiology
Nasreen Begum, MD	Psychiatry
Victoria Johnson, MD	Infectious Dzs
Christopher Rosko, MD	Emergency Dept

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

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Apr-3-2007-446

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.

Lemuel Paul Hill                      James H. Murdock                      Michael W. Woodman                      John W. Michael  
Daniel R. Whidby                      David M. Young

There are six bonds for Deputy Sheriff (for Commission approval only)

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

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Apr-3-2007-447

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute a letter agreement to amend paragraph 3 of the contract between Jefferson County, Alabama and Haskell, Slaughter, Young & Rediker, LLC, executed on November 22, 2005, at M.B. 149, PP. 572573, to add the names and hourly rates of three attorneys.

We would like to amend paragraph 3 of the contract between our firm and Jefferson County to add the following attorneys and rates of compensation:

Margaret Mary Fullmer	\$150 per hour, less 10% discount
James W. Porter, III	\$130 per hour, less 10% discount
Laura S. Dunning	\$130 per hour, less 10% discount

I have signed this letter agreement to amend the November 22, 2005 contract. If the County Commission desires to amend the contract, please have the President of the Commission sign below and return a copy to me.

Very truly yours,

Haskell, Slaughter, Young & Rediker

Michael K. K. Choy, Member

Approved:

Bettye Fine Collins, President

Jefferson County Commission

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

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Apr-3-2007-448

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the agreement with Lightfoot, Franklin & White, LLC, for legal services in connection with the SEC subpoenas be amended to include the following:

Don Stump	\$180 per hour
Rosemary Rodriguez	\$140 per hour

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

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Apr-3-2007-449

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to negotiate with the Chairman of Storm Water Management Authority to reconsider the County's withdrawal from SWMA.

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

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Apr-3-2007-450

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the Birmingham Black Radio Museum (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County recognizes organizations that provides programs, services and projects for the Hispanic community of the county as economic development resources of the County; and

WHEREAS, the County recognizes that organizations that provides health, educational, legal and vocational information to the Hispanic community enhances the value of its citizens to themselves and to the economic development of the community; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum of \$25,000 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Conduct the Radio Caliente! Project to meet the goals for 2007 which are to provide Latinos in the greater Birmingham area with ongoing sources of information necessary to place them on the path to the workplace and legal participation in the broader Birmingham metropolitan area; allow the Latino immigrant population to have the tools necessary for application for citizenship; work with the local and regional Boards of Education to help them engage the enrolled children of Latino families the focus being on health and immunization; provide the broader population with cultural participatory experiences from the Latino tradition through music and dance; continue to expand the Radio Caliente Senior Citizen Salsa Project in Fairfield and expand to an addition community center in Jefferson County; and to work with the Public Health Language Coordinator at Cooper Green Hospital on an HIV/AIDS outreach and treatment program within the Jefferson County Latino community and expand information work in the area of nutrition and change in diet stemming from the 2007 Cooper Green/Radio Caliente study on diabetes/high blood pressure in the Latino community. The program is to accomplish this through the following: (1) a weekly radio program on WJLD AM 1400, Saturdays between 11:00 am and 2:00 pm which will provide a cultural events calendar, cover social events important to the Latino community, interactive call-in covering economic development, health and safety, housing and social services legal and immigration and a program covering the concerns of Latino youth; (2) Outreach coordinated with social service agencies to educate and encourage healthy and positive lifestyles among the Latino community; (3) Outreach coordinated with cultural events.
  - b. Submit a report which includes a description of the actual public service information included in the broadcasts. Identify the individuals from the public agencies who appeared on the broadcasts, including Cooper Green Hospital and the Jefferson County Health Department and dates of appearance.

ANY PASS-THROUGH FOR OTHER USE OR PURPOSE IS PROHIBITED.

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.

6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

BIRMINGHAM BLACK RADIO MUSEUM

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

\_\_\_\_\_  
Apr-3-2007- 451

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Birmingham Metro Express Athletic Association, Inc. (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County recognizes that quality athletic organizations constitute a resource of the County that generate substantial social and healthful activity and improves and enhances the quality of life in Jefferson County and serve as goodwill ambassadors from Jefferson County in other cities and states; and

WHEREAS, a youth regional basketball tournament in Birmingham, Alabama will provide substantial, favorable exposure of Jefferson County and substantial economic benefits to the community; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$25,000 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Conduct the 2007 Amateur Athletic Union (AAU) Nationals Boy's Super Regional Championship April 13-15, 2007 which will be held at various schools located in Jefferson County. These funds will cover tournament fees, facility rental cost, referees, transportation, sports medicine trainers, supplies and trophies, plaques and medals for the players.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.



5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.

6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Birmingham Metro Express Athletic Association, Inc.

Contractee

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

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Apr-3-2007-452

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and City of Birmingham - Park & Recreation Board (hereinafter called the "Contractee").

W I T N E S S E T H:

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

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

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$3,000 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Purchase fish to stock the lake at East Lake Park for the 10<sup>th</sup> Annual Family Fishing Rodeo event that is scheduled for June 2, 2007.

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

City of Birmingham - Park & Recreation Board

Melvin Miller, Director

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

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Apr-3-2007-453

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

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

W I T N E S S E T H:

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

WHEREAS, the County recognizes that quality recreational organizations and facilities for disabled children constitute a resource of the County that generate substantial social and healthful activity and improves and enhances the quality of life in Jefferson County; and

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

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

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

3. The Contractee shall provide the following services:

a. Purchase uniforms and supplies for the disabled children participating in the City of Pleasant Grove Achiever's Softball League programs.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.

5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.

6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

City of Pleasant Grove

Jerry Brasseale, Mayor

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

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Apr-3-2007-454

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Auntie Litter, Inc. (hereinafter called the "Contractee").

W I T N E S S E T H:

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

WHEREAS, the County recognizes that individuals and organizations promoting a cleaner, litter-free state and environmental awareness are resources of the County; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$500 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Organize and produce the Auntie Litter's 16<sup>th</sup> Annual Earth Day Parade and Celebration on April 23, 2007 in Kelly Ingram Park and provide sponsorship for under-privileged children, parade and park permits and fees, materials for parade participants, administrative costs, printing and advertising costs, awards and certificates for schools, entertainment, postage and the official Earth Day 2206/7 design.

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

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

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

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

Auntie Litter, Inc.

Pat Mitchell, President

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

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Apr-30-2007-455

For I am now ready to be offered and the time of my departure is at hand; I have fought a good fight,

I have finished my course; I have kept the faith (2 Timothy 4:7,8)

WHEREAS: It is with deepest sympathy that the Jefferson County Commission recognizes and commemorate the life and legacy of Coach James Perryman; and

WHEREAS: Coach Perryman taught physical education and health at Holy Family High School for 25 years; and he also served as the coach of basketball, track and volleyball; and

WHEREAS: Coach Perryman led the Holy Family Tornadoes to three state basketball championships in 1986, 1987, and 2002;

and

WHEREAS: Coach Perryman served faithfully as a mentor to the students and faculty at Holy Family High School; and

WHEREAS: Coach Perryman's life was the epitome of strong courage, faith, compassion, understanding, trust, and integrity;  
and

WHEREAS: Coach Perryman's strength originated with his faith in God, his love for his family, and the selfless care he demonstrated for the students at Holy Family High School; and

WHEREAS: Coach Perryman was "always about the kids"; his legacy can be remembered by his great passion for golf and his love for the students at Holy Family High School.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION OF THE STATE OF ALABAMA that a copy of this resolution is presented to the family as a testimony of our care and love during this time of bereavement.

SIGNED at the Jefferson County Courthouse in Birmingham, Alabama this the 30<sup>th</sup> day of March, Two Thousand and Seven.

Betty Fine Collins, President

Bobby Humphries, Commissioner

Larry P. Langford, Commissioner

Shelia Smoot, Commissioner

Jim Carns, Commissioner

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

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The checks issued during the week beginning March 26, 2007 and ending March 30, 2007, are as follows:

BEGINNING CHECK NUMBER	389308	ENDING CHECK NUMBER	389636
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Thereupon the Commission Meeting was adjourned to meet Tuesday, April 10, 2007, at 10:00 in Commission Chambers.

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President

ATTEST

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Minute Clerk