

STATE OF ALABAMA)

JEFFERSON COUNTY) January 23, 2007

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

District 1 Larry Langford

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Humphryes seconded by Commissioner Langford that the Minutes of January, 16, 2007, be approved. Voting "Aye" Humphryes, Langford and Collins. Commissioner Carns was not present for this vote.

Jan-23-2007-89

WHEREAS: "Life affords no higher pleasure than that of surmounting difficulties, passing from one step of success to another, forming new wishes and seeing them gratified"; and

WHEREAS: Ms. Tiffany Dache Stinson is excelling and meeting her expectations in her academic endeavors; and

WHEREAS: Ms. Stinson is a 12th grade honor student, basketball and soccer player at A. H. Parker High School; and

WHEREAS: Ms. Stinson is an active member of Pleasant Grove Baptist Church, Fairfield, Alabama under the leadership of Dr. Willie Wells, Jr., Pastor; and

WHEREAS: Ms. Stinson is the daughter of Mr. and Mrs. Eric (Donna) Stinson and the sister of Demetrius; and

WHEREAS: Ms. Stinson is the recipient of a \$1500.00 prize for being the first place winner in the Dr. Martin Luther King, Jr. Essay Contest for 2007; and will read her winning essay at the Unity Breakfast on Monday, January 15, 2007; and

WHEREAS: The Jefferson County Commission wants to commend Ms. Tiffany Dache Stinson for her dedication and hard work on this marvelous accomplishment.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Commission hereby extends sincere congratulations and best wishes to Ms. Tiffany Dache Stinson on this occasion.

Signed at the Jefferson County Courthouse in Birmingham, Alabama this 12th day of January, Two Thousand and Seven.

Bettye Fine Collins, President

Bobby Humphryes, Commissioner

Larry P. Langford, Commissioner

Shelia Smoot, Commissioner

Jim Carns, Commissioner

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

STAFF DEVELOPMENT

Multiple Staff Development

Community Development/2 Participants

Chandra Calhoun	Tuscaloosa, Alabama	\$169.49
Sandra Foster	Certified Government Accounting Technician Program January 17, 2007	\$178.85

Roads & Transportation/4 Participants

Tim Lollar	Cedar Rapids Iowa	\$856.00
Damon Smith	Terex Road Building University training seminar	\$856.00
Johnnie Crow	January 29 - February 2, 2007	\$856.00
Wayne Clark		\$856.00

Youth Detention/6 Participants			
Kwenita Anderson		Orange Beach, Alabama	\$472.37
Joel Elston		Alabama Conference of Social Workers	\$472.37
Gerald Tucker		February 26-28, 2007	\$472.37
Lemon Edwards			\$472.37
Calvin Kindall			\$472.37
Eugene Maze			\$472.37
Individual Staff Development			
Bobby G. Humphryes	Commission	Montgomery, Alabama Alabama Local Government Training Institute January 24 - 26, 2007	\$632.37
Dawn Breeden	CGH	Mobile, Alabama Workshop & Seminars relating to the RALS System February 12 - 13, 2007	\$332.29
Deborah Andrews	CGH	Atlanta, Georgia Nursing Executive Center, 2206-2007 National Members Meeting February 5 -6 , 2007	\$463.25
Karla Penick-Williams	Family Court	Montgomery, Alabama Psychiatric Treatment: Learning, Helping & Understanding January 25, 2007	\$35.00
Sherri Coleman Friday	Probate Court	Tuscaloosa, Alabama Alabama Probate Judge's Assn. Conference Training Session January 24 - 26, 2007	\$400.38
Sherri Coleman Friday	Probate Court	Florence, Alabama Alabama Probate Judge's Assn. Conference Winter Seminar February 11 - 14, 2007	\$707.00
Bruce Thompson	Revenue	Tampa & Boca Raton, Florida Audit on O&S Restaurant Services & ADT Security February 24 - March 3, 2007	\$1,797.50
Bruce Thompson	Revenue	Houston, Texas Audit Loomis Fargo & Francesca's Collections February 3 - 10, 2007	\$1,792.50
Linda Wyman	Tax Assessor	Montgomery, Alabama Application Fee Certified Mapper Exam March 25 - 27, 2007	\$426.84

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

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

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

1. Personnel Board - Administration from Affiliated Computer Services, Dallas, TX for hosting and application service / lawn HR application, \$31,741 total. Ref. Tag #779696 Ref. Bid #166-04
2. Personnel Board from Balch & Bingham, Birmingham, AL for monies added to existing P.O. 260205 to provide legal services to investigate the text compromise issue, \$300,000 total. Ref. Tag #768341
3. Jefferson County Jail - Birmingham Division from McCain's Uniform, Birmingham, AL for law enforcement uniforms, \$40,000 total. Ref. Tax #768563 Ref. Bid # 54-04
4. Cooper Green Hospital - Central Supply from Kinetic Concepts, Houston, TX for VAC pump rental and supplies, \$30,000 total. Ref. Tag #660423 Ref. Bid #AMERINET

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
January 23, 2006

Vendor Number	Vendor	Description	Department	Amount
JOINT RESPONSIBILITY				
01	0010156	ALABAMA MESSENGER	SUBSCRIPTION BD OF EQUALIZATION	BD OF EQUALIZATION 15.00
02	0010546	BHAM BAR ASSOCIATION	MEMBERSHIP THEODORE LAWSON	COUNTY ATTORNEY 175.00
03	0010546	BHAM BAR ASSOCIATION	MEMBERSHIP JEFFREY SEWELL	COUNTY ATTORNEY 175.00
04	0010546	BHAM BAR ASSOCIATION	MEMBERSHIP CHARLES WAGNER	COUNTY ATTORNEY 175.00
05	0010546	BHAM BAR ASSOCIATION	MEMBERSHIP EDWIN STRICKLAND	COUNTY ATTORNEY 175.00
06	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	S.E.P. (SUPPLY ENVIRONMENTAL) 98.01
07	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	BD OF EQUALIZATION 11.92
08	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	PROBATE COURT 688.00
09	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	COMMISSIONER, DISTRICT 77.39
10	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	SHERIFF: BHAM ENFORCEMENT 322.91
11	0013433	HALE RIDGE PUBLISHING	SUBSCRIPTION E STRICKLAND	COUNTY ATTORNEY 40.00
12	0020012	M LEE SMITH PUBLISHERS	SUBSCRIPTION J SEWELL	COUNTY ATTORNEY 297.00
13	0027568	NAMAR COMMUNICATIONS	2007 UPDATEALA HANDBOOK	COUNTY ATTORNEY 59.00
14	0031716	ANNEMARIE ADAMS	CV 052615 COST BILL	COUNTY ATTORNEY 50.00
15	0036253	MARK WILSON	TUITION REIMBURSEMENT	BD OF EQUALIZATION 510.00
16	0036344	FREEDOM REPORTING INC	PAUL MESSINA V JEFFERSON COUNTY	COUNTY ATTORNEY 488.25
17	0037140	TYLER EATON	DEPO OF MULLINS AND SHOCKEY	COUNTY ATTORNEY 1414.50
18	0037926	ANDY WOODARD	MILEAGE REIMBURSEMENT	SHERIFF: BHAM ENFORCEMENT 173.34
19	0038249	ADAMS LIMBACH DAVIDSON	POPWELL V NAPHCARE MEDIATION FEE	COUNTY ATTORNEY 686.00
ROADS & TRANSPORTATION				
20	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	EMERGENCY MANAGEMENT 705.88
21	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	LAND DEVELOPMENT 5.97
22	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	R&T: HIGHWAY MAINTENANCE 68.34
23	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	R&T: HIGHWAY MAINTENANCE 189.75
ENVIRONMENTAL SERVICES				
24	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	SHADES LINE MAINTENANCE 690.59
25	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	ES: SANITATION ADMINISTRATION 551.68
26	0029908	JUDGE OF PROBATE	PROBATE CT COST BILL	ENVIRONMENTAL SERVICES 2262.00
HEALTH AND HUMAN SERVICES				
27	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	CO HOME: PATIENT ACTIVITY 494.39
28	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	CGH: ST GEORGE CLINIC 707.43
29	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	CORONER/MEDICAL EXAMINERS 474.78
30	0021317	THE ADVISORY BOARD COMPANY	MEMBERSHIP DUES	CGH: ADMINISTRATION 18000.00
31	0021564	PATTY M HOYT	MEMBERSHIP PATTY HOYT	CGH: MEDICAL RECORDS 82.50
32	0022431	TANYA SHELTON	TUITION REIMBURSEMENT	CGH: PERSONNEL 1523.50
33	0034231	MICHAEL E BLACKMON	TUITION REIMBURSEMENT	CGH: PERSONNEL 486.00
34	0034440	HOSSEIN DOVLATABADI	INSURANCE REIMBURSEMENT	CGH: ADMINISTRATION 120.00
FINANCE AND GENERAL SERVICES				
35	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	GEN SVCS: ADMINISTRATION 143.08
36	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	FAMILY COURT JUVENILE 136.00
37	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	JEFF CO SENIOR CITIZENS 24.42
38	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	GEN SVCS: ADMINISTRATION 363.35
39	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	REVENUE 139.14
40	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	HUMAN RESOURCES 63.99
41	0014418	CYNTHIA BUNTONWELCH	TRAVEL REIMBURSEMENT	FAMILY COURT ADMINISTRATION 122.22
42	0016841	LINDA BUTLER HANNAH	REFUND INSURANCE	HUMAN RESOURCES 98.00
43	0021923	PUBLIC AFFAIRS RESEARCH	REGISTRATION FEE PARCA	PURCHASING 50.00
44	0024064	ALLAN G HOWARD	REFUND PRIVATE METER	SEWER BILLING 800.00
45	0029382	RALPH H WOERNER	REFUND LEAK ADJUSTMENT	SEWER BILLING 56.35
46	0031022	ELLIS H TILL	REFUND OVERPAYMENT	SEWER BILLING 88.00
47	0037360	CSV MAINTENANCE	REFUND OVERPAYMENT	SEWER BILLING 214.05
48	0037731	CHARLIESTEAN LEWIS	TUITION REIMBURSEMENT	REVENUE 480.00
49	0038234	DAVID KRIDER	REFUND OVERPAYMENT	SEWER BILLING 88.99
50	0038235	SHELIA COATS BRAGG	REFUND OVERPAYMENT	SEWER BILLING 791.89
51	0038236	ROBERT R RANDALL	REFUND OVERPAYMENT	SEWER BILLING 120.91
52	0038237	GREG PULLEN	REFUND OVERPAYMENT	SEWER BILLING 400.00
53	0038238	HUBBARD PROPERTIES INC	REFUND OVERPAYMENT	SEWER BILLING 275.49
54	0038239	VICTOR MORRIS	REFUND LEAK ADJUSTMENT	SEWER BILLING 233.41
55	0038240	Y W HOMES INC	REFUND OVERPAYMENT	SEWER BILLING 62.58
56	0038241	FAGAN BARRY	REFUND METER ADJUSTMENT	SEWER BILLING 166.40
57	0038242	KENNETH BATTLES	REFUND OVERPAYMENT	SEWER BILLING 10.00
58	0038243	FREDERICK LITTLE	REFUND OVERPAYMENT	SEWER BILLING 145.12
59	0038244	JACKIE WIGGINS	REFUND LEAK ADJUSTMENT	SEWER BILLING 45.87
60	0038245	GERALD EICHLER	REFUND OVERPAYMENT	SEWER BILLING 92.48
61	0038246	CHERRY SHAW	REFUND OVERPAYMENT	SEWER BILLING 8.21
62	0038247	ELIZABETH WILSON	CLAIM FOR DAMAGE	HUMAN RESOURCES 3111.21
63	0038248	BRIAN FOSTER	REFUND OVERPAYMENT	SEWER BILLING 28.22
64	0038250	TERESA HARBIN	REFUND OVERPAYMENT	SEWER BILLING 12.02
65	0038251	JOHN HUMBARD	REFUND LEAK ADJUSTMENT	SEWER BILLING 482.39
INFORMATION TECHNOLOGY				
66	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	INFORMATION TECHNOLOGY 156.96
67	0034173	ACCA DISTRICT MEETING	ACCA DISTRICT MEETING DUES	COMMISSIONER, DISTRICT 13.00

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

REQUEST FOR CERTIFICATION

Probate Court

Probate Court Administrator

Chief Clerk - Probate Court
 Accounting Assistant II
 Senior Accountant
 Elections Supervisor
 Board of Equalization - Birmingham
 Administrative Assistant I
 Economic Development
 Senior Auditor
 Senior Human Resource Planner
 Land Acquisition Agent
 Community Development
 Administrative Assistant II - 2 positions
 Senior Administrative Analyst
 Human Resource Planner - 10 positions
 Chief Human Resource Planner - Regular & Provisional
 Information Technology - Systems Development & Administration
 Senior Administrative Analyst
 Information Technology - Technical Services
 Data Records Clerk
 Cooper Green Hospital - Nursing Administration
 Nurse Manager
 Cooper Green Hospital - Palliative Care Unit
 Staff Nurse
 Cooper Green Hospital - Medical/Surgical
 Medical Clerk - 2 positions
 Nursing Student Technician
 Licensed Practical Nurse - 2 positions
 Flex Staff Nurse - 3 positions
 Cooper Green Hospital - CCU - 7 South
 Licensed Practical Nurse
 Staff Registered Nurse
 Flexi-Pool Staff Nurse - 3 positions
 Cooper Green Hospital - Surgery
 Flex Staff Nurse
 Cooper Green Hospital - Recovery
 Staff Nurse
 Cooper Green Hospital - Emergency Room
 Staff Registered Nurse
 Flexi-Poole Staff Nurse - 4 positions
 Cooper Green Hospital - Medical Records
 Medical Clerk

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

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Various Funds \$116,753,423.50

Shift funds to cover negative cash balance for FYE 09/30/2006. No Additional Funds Required.

2. Information Technology \$0

Delete a Computer Operator (Gr. 15) and a System Analyst (Gr.27) position and add a Sr. Administrative Analyst (Gr. 24) and a Data Records Clerk (Gr. 12). Annual savings \$12,331. No Additional Funds Required.

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

Jan-23-2007-90

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the amount of \$765,000.00 is authorized to fund the Five Mile Creek Constructed Wetland Project recommended by the Land Trust per the contract between the Black Warrior-Cahaba Rivers Land Trust, d/b/a Freshwater Land Trust and C. A. Murren & Sons Co., Inc.

BE IT FURTHER RESOLVED that the Finance Director is directed to issue checks from the SEP sub-account in such amounts and to such payees as set out in the contract at the direction of the Land Trust.

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

Jan-23-2007-91

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to accept \$4,500 restitution from and to execute a release therefor in favor of Ronald K. Wilson, in connection with his plea of guilty to bribery.

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

Jan-23-2007-92

WHEREAS, The HOME Investment Partnerships Program (HOME Program) is authorized by the Congress of the United States of America under the HOME Investment Partnerships Act identified as Public Law 101-625, Title II and approved on November 28, 1990; and

WHEREAS, Jefferson County has a HOME funded Agreement with GREATER BIRMINGHAM HABITAT FOR HUMANITY, INC., a non-profit organization dedicated to building communities through Affordable Housing and qualified to develop Affordable New Housing Opportunities for low income households; and

WHEREAS, GREATER BIRMINGHAM HABITAT FOR HUMANITY, INC. has executed a mortgage, Real Volume 200605/19889; and

WHEREAS, GREATER BIRMINGHAM HABITAT FOR HUMANITY, INC. has satisfied the terms of the mortgage.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that a Full Satisfaction of Recorded Lien be executed to release and satisfy said mortgage.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute said Full Satisfaction of Recorded Lien on behalf of the County.

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, JEFFERSON COUNTY, ALABAMA, a body politic does

hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by GREATER BIRMINGHAM HABITAT FOR HUMANITY, INC., dated March 9, 2006, filed March 26, 2006, and recorded in Instrument No. 200605/19889, in the Probate Office of Jefferson County, Alabama, and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed on this the 23rd day of January, 2007.

JEFFERSON COUNTY, ALABAMA

By: Bettye Fine Collins

Its: President of County Commission

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

Jan-23-2007-93

WHEREAS, The HOME Investment Partnerships Program (HOME Program) is authorized by the Congress of the United States of America under the HOME Investment Partnerships Act identified as Public Law 101-625, Title II and approved on November 28, 1990; and

WHEREAS, Jefferson County has a HOME funded Agreement with GREATER BIRMINGHAM HABITAT FOR HUMANITY, INC., a non-profit organization dedicated to building communities through Affordable Housing and qualified to develop Affordable New Housing Opportunities for low income households; and

WHEREAS, GREATER BIRMINGHAM HABITAT FOR HUMANITY, INC. has executed a mortgage, Real Volume 200309/3073; and

WHEREAS, GREATER BIRMINGHAM HABITAT FOR HUMANITY, INC. has satisfied the terms of the mortgage.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that a Full Satisfaction of Recorded Lien be executed to release and satisfy said mortgage.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute said Full Satisfaction of Recorded Lien on behalf of the County.

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, JEFFERSON COUNTY, ALABAMA, a body politic does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by GREATER BIRMINGHAM HABITAT FOR HUMANITY, INC. as recorded in Instrument 200309/3073, in the Probate Office of Jefferson County, Alabama, and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed on this the 23rd day of January, 2007.

JEFFERSON COUNTY, ALABAMA

By: Bettye Fine Collins

Its: President of County Commission

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

Jan-23-2007-94

WHEREAS, Jefferson County, Alabama has undertaken a Lead Hazard reduction Control in Housing Grant Program in an effort to protect children under the age of six dwelling in units occupied by low income families, and thereby facilitate and protect the health, safety and welfare of the residents of the Jefferson County Community Development Consortium Area; and

WHEREAS, Alethia House, Inc. owner(s) of the dwelling unit located at 5716 Avenue H, Bessemer (Lipscomb), Alabama, 35020-2959, was granted a Lead Hazard Reduction Control in Housing Grant; and

WHEREAS, a mortgage was executed on May 22, 2001, in Real Volume 200161 Page No. 5610; and

WHEREAS, the owner has fulfilled all obligations stipulated in the mortgage and has not defaulted on said mortgage and the term of the mortgage has expired.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that a Full Satisfaction of Recorded Lien be executed to release and satisfy said Mortgage.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute said Full Satisfaction of Recorded Lien on behalf of the County.

FULL SATISFACTION OF RECORDED LIEN

Know All Men By These Presents, That, the undersigned Jefferson County, Alabama, Bettye Fine Collins, President, Jefferson County Commission, acknowledges the terms have been satisfied of the indebtedness secured by that certain Real Property mortgage executed by Alethia House, Inc. which said mortgage was recorded in the office of the Judge of Probate Court of Jefferson County, Alabama, in Real Volume 200161, Page No. 5610, and the undersigned does further hereby release and satisfy said mortgage.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed on this the 23rd day of January, 2007.

JEFFERSON COUNTY, ALABAMA

By: Bettye Fine Collins

Its: President of County Commission

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

Jan-23-2007-95

WHEREAS, Jefferson County, Alabama has undertaken a Lead Hazard Reduction Control in Housing Grant Program in an effort to protect children under the age of six dwelling in units occupied by low income families, and thereby facilitate and protect the health, safety and welfare of the residents of the Jefferson County Community Development Consortium Area; and

WHEREAS, Alethia House, Inc. owner(s) of the dwelling unit located at 1341 Woodward Road, Midfield, AL. 35228, was granted a Lead Hazard Reduction Control in Housing Grant; and

WHEREAS, a mortgage was executed on May 22, 2001, in Real Volume 200161 Page No. 5611; and

WHEREAS, the owner has fulfilled all obligations stipulated in the mortgage and has not defaulted on said mortgage and the term of the mortgage has expired.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that a Full Satisfaction of Recorded Lien be executed to release and satisfy said Mortgage.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute said Full Satisfaction of Recorded Lien on behalf of the County.

FULL SATISFACTION OF RECORDED LIEN

Know All Men By These Presents, That, the undersigned Jefferson County, Alabama, Bettye Fine Collins, President, Jefferson County Commission, acknowledges the terms have been satisfied of the indebtedness secured by that certain Real Property mortgage executed by Alethia House, Inc. which said mortgage was recorded in the office of the Judge of Probate Court of Jefferson County, Alabama, in Real Volume 200161, Page No. 5611, and the undersigned does further hereby release and satisfy said mortgage.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed on this the 23rd day of January, 2007.

JEFFERSON COUNTY, ALABAMA

By: Bettye Fine Collins

Its: President of County Commission

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

Jan-23-2007-96

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Fairfield Senior Center Addition Project (CD05-03A-A01M1-FFD), such bids having been opened on December 19, 2006 and listed as follows:

1.	Rainbow Building Co., Inc.	\$299,500.00
2.	Builder Contractors	\$339,093.00
3.	Richardson Construction	\$368,600.00
4.	Wilco Construction	\$378,973.00
5.	B&B Quality Construction	\$390,940.00
6.	Battle-Miller Construction	\$398,500.00
7.	A.G. Dre Co, Inc.	\$398,700.00

WHEREAS, after tabulation by the Architect, NHB Group, LLC and consideration by the Jefferson County Office of Community Development, it has been recommended that the contract for this work be awarded to the lowest and best bidder, Rainbow Building Co., Inc. for the amount of \$299,500.00.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins, be and she hereby is authorized, empowered and directed to execute this Agreement on behalf of Jefferson County, Alabama and Rainbow Building Co., Inc. for the Fairfield Senior Center Addition Project (CD05-03A-A01M1-FFD) in the amount of Two Hundred Ninety Nine Thousand Five Hundred and no/100 Dollars (\$299,500.00). This project will be funded in full with federal Community Development Block Grant Funds. This project is from the Program Year 2005.

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

Jan-23-2007-97

WHEREAS, the estimated cost of the 2005 Emergency Housing Grant Project (Project No. A58H0) has exceeded the project budget by approximately Twenty One Thousand Fifty Two and 00/100 Dollars (\$21,052.00); and

WHEREAS, there are funds available in other budgets to transfer.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Office of Community Development be and the same hereby is authorized to transfer Twenty One Thousand Fifty Two & 00/100 Dollars (\$21,052.00) from the 2005 General Administration Project.

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

Jan-23-2007-98

WHEREAS, in accordance to HUD regulations, interest earned on CDBG Revolving Loan Fund accounts must be returned to HUD; and

WHEREAS, the CDBG Revolving Loan Fund accounts earned \$23,184.53 in interest on accounts; and

WHEREAS, it is necessary to return such interest earned on the Revolving Loan Fund accounts to HUD.

NOW THEREFORE, BE IT RESOLVED, by the Jefferson Commission that the Jefferson County Treasurer is authorized to transfer \$23,184.53 to HUD as indicated on the attached page.

ABA NUMBER	021030004
Receiver information	TREAS/NYC/CTR/BNF=HUDSEA/AC-86010501/OBI
Third Party information	Interest of \$23,184.53 on Revolving Loan Funds Account

Jefferson County Commission
Contact Person: Chandra R. Calhoun
(205) 325-5761

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

Jan-23-2007-99

WHEREAS, the Department of Housing and Urban Development has awarded federal funds to the Jefferson County Commission for the 2006 Community Development Block Grant Program; and

WHEREAS, the Jefferson County Commission desires to enter into a contract agreement with The People Development Center to provide public service activities for an amount not to exceed \$36,200.00;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President Bettye Fine Collins is hereby authorized, empowered and directed to execute the Community Development Block Grant Federal Program agreement between Jefferson County, Alabama and The People Development Center.

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

Jan-23-2007-100

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Modification No. 1 to the WIA Adult Worker Individual Training agreement between Jefferson County, Alabama and Diverse Networking Solutions in the additional amount of \$3,300 for training. This cost will be paid with federal funds.

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

Jan-23-2007-101

BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION authorized the Commission President to sign the Hospital Careers Initiative (HCI) modifications to the agreements between the following providers (to revise the assurances, certifications and Statement of Work):

- | | |
|---|-----------------------------------|
| (a) Projects Uplift | (e) Diverse Community Development |
| (b) Faith Development Corporation | (f) Freedom Rain |
| (c) Fulton Avenue P.E.T.R.A. - Option I | (g) Jeremiah's Hope - Option II |
| (d) Fulton Avenue P.E.T.R.A. - Option III | (h) Jeremiah's Hope - Option III |

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

Jan-23-2007-102

WHEREAS, Jefferson County is requesting a modification to extend the Hospital Careers Initiative (HCI) Grant to June 30, 2007.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Modification No. 1 to Grant Agreement FB-14796-0560.

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

Jan-23-2007-103

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Environmental Services be granted permission to advertise for bid on the Morris-Kimberly Trunk Sewer and Pump Stations project.

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

Jan-23-2007-104

BE IT RESOLVED AND ORDERED by the Jefferson County Commission (the "Commission") as follows:

Section 1. The Commission hereby finds and determines as follows:

(a) The Trust Indenture pursuant to which the County's sewer revenue warrants have been issued (the "Indenture") provides that, under certain conditions, the County may withdraw cash from the debt service reserve fund established thereunder (the "Reserve Fund") and substitute therefor one or more surety bonds or other comparable bond insurance policies.

(b) The County has exercised its right to withdraw cash from the Reserve Fund and substitute therefor one or more surety bonds or other comparable bond insurance policies. The cash that has been withdrawn from the Reserve Fund is now held pursuant to a Deposit Agreement dated as of April 1, 2005 (the "Deposit Agreement"), between the County and The Bank of New York, as trustee (the "Trustee").

(c) It is in the County's interest to amend the Deposit Agreement to further specify the purposes for which the moneys held pursuant to such agreement may be used.

Section 2. The County is hereby authorized to enter into an Amendment to the Deposit Agreement (the "Deposit Agreement Amendment") with the Trustee. The Deposit Agreement Amendment shall be in substantially the form presented to the meeting of the Commission at which this resolution is adopted (which form shall be preserved in the permanent records of the County pertaining to said meeting and which is hereby adopted in all respects as if the same were set out in full herein). The President of the Commission is hereby authorized and directed to execute and deliver the Deposit Agreement Amendment in substantially such form, with such changes, not inconsistent with the provisions of this resolution, as the President of the Commission, acting with the advice of counsel to the County, shall deem necessary or desirable, the determination of the definitive form of the Deposit Agreement Amendment by the President of the Commission to be conclusively established by her execution of such agreement. The Minute Clerk of the Commission is hereby authorized and directed to affix the official seal of the County to the Deposit Agreement Amendment and to attest the same.

Section 3. This resolution shall take effect upon its passage and adoption by the Commission.

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

Jan-23-2007-105

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Hank's Acquisition Corp., d/b/a American Medical Response to provide fire dispatch services for eleven Jefferson County fire departments beginning November 1, 2006 in the amount of \$10,295 monthly.

AGREEMENT TO PROVIDE FIRE DISPATCH SERVICES

Between

Jefferson County, Alabama

and

Hank's Acquisition Corp., d/b/a American Medical Response

Hank's Acquisition Corp., d/b/a American Medical Response ("AMR") agrees to provide fire dispatch services to the following Jefferson County Fire Departments:

Forestdale	Palmerdale	Shady Grove	Minor
Mulga	Concord	McAdory	Kimberly
Adger	Morris	Cane Creek	

Jefferson County will pay funding to provide such services to AMR each month in the sum of Ten Thousand Two Hundred and Ninety Five dollars (\$10,295). Payment for services must be received by the fifteenth (15th) day of each month.

AMR agrees that these funds will be used to provide one (1) dispatcher, twenty four (24) hours a day, seven (7) days a week. Both parties agree that if for any reason, additional manpower is required and/or it becomes necessary to dispatch additional fire departments, additional funding may be necessary.

It is agreed that AMR will be responsible to only provide dispatch personnel. Each of the Fire Departments covered by this agreement will be responsible for providing and maintaining their respective telecommunications equipment, telephone lines, pagers, radios, etc. AMR's communications vendor must perform all radio console work (at AMR's dispatch center).

The County will assist AMR by requiring that the Fire Departments covered by this agreement will develop and implement a standard dispatch protocol to ensure that all fire dispatch functions are consistent and adhere to current standards.

The County will cause each department covered by this agreement to identify a liaison to meet with AMR on no less than a quarterly basis to perform quality assurance and review any complaints.

This agreement will be effective November 1, 2006. This agreement will continue to renew on its anniversary date with a five percent (5%) increase in fee. Either party may cancel this agreement without cause upon giving 30 days written notice to the other party. This agreement supersedes all prior agreements and may only be amended in a writing signed by the parties.

Hank's Acquisition Corp., d/b/a American Medical Response

Robert L. Garner, Region CEO

Jefferson County Commission

Betty Fine Collins President

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

Jan-23-2007-106

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the UAB Undergraduate Student Government for the use of seven voting machines for their elections to be held on February 13 & 14, 2007, with run-off elections on February 23 & 24, 2007, be and hereby is approved.

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

Jan-23-2007-107

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following amendment to the agreement between Jefferson County, Alabama and Jefferson County Committee for Economic Opportunity (JCCEO) to delete Program Component Section A - H and to inset a new version and to add \$540 for the cost of the program.

AMENDMENT TO CONTRACT

CONTRACT #320-05

AMENDMENT #1

This Amendment to Contract entered into this 4th 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 JCCEO (hereinafter referred to as the "Contractor").

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 12th day of August, 2004 for Contractor to provide a Senior Center for the older residents of Jefferson County, which was approved by the Commission at Minute Book 146, Page 210, dated 10-19-04 and made part of this amendment by reference, is hereby amended as follows:

On Page 1, delete section's A. NUTRITION through H. DATA AND RECORDS and insert the attached (on file in the OSCS) revised program components.

On Page 5, under the Heading "Funding Mechanisms" change the maximum sum from \$12,463.00 to \$13,003.00.

All other terms and conditions remain as previously written.

Jefferson County Commission

Bettye Fine Collins, President

CONTRACTOR:

Gayle Cunningham, Director

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

Jan-23-2007-108

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Alabama Department of Human Resources for reimbursement for administrative staff support for Title IV-D child support case filings and collection.

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

Jan-23-2007-109

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama - Family Court and Jefferson-Blount-St.Clair Mental Health/Retardation Authority to provide mental health services beginning October 1, 2006 and ending September 30, 2007 in the amount of \$362,547.

AGREEMENT

This agreement entered into this 21st day of August, 2006, by and between Jefferson County, Alabama through the Family Court of Jefferson County (hereinafter referred to as "the Jefferson County Commission) and JeffersonBlountSt. Clair Mental Health/Retardation Authority (hereinafter referred to as "the Contractor).

WITNESSETH:

WHEREAS, the Jefferson County Commission desires the Contractor to provide certain services; and

WHEREAS, the Contractor wishes to provide said services;

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

1. The Contractor shall provide the following services to the Jefferson County Commission:
 - Mental health services including screening and assessments, psychological evaluations, mental health consultations with Family Court staff, and case management services, among others, are to be provided.
 - Psychological Evaluations to be performed by a licensed doctoral level Clinical Psychologist on referred individuals using such testing as is appropriate. Case and program consultation as requested by the Presiding Family Court Judge, Probation Staff and Jefferson County Youth Detention Facility Staff, or Court Administration on testing and evaluation. Preparation and furnishing of a report within 14 working days of completion of testing to the Court and probation staff as required.
 - In addition to the psychological evaluations, on site staffing is to include 2 Master's level Mental Health Liaisons (one acting as a Unit Supervisor), 1 Master's level Intake/Assessment Specialist, 1 Master's level Therapist, 2 Case Managers, a Mental Health Tech for a maximum of 30 hrs./week and up to .40 FTE Psychiatrist.
 - Population to be served by the staff will be children who meet the State of Alabama Department of Mental Health/Mental Retardation Seriously Emotional Disturbance criteria and are at potential risk of removal from their home, or interruption from their current placement. The services will be provided to children/adolescents and their families/care givers who are actively involved with the Family Court of Jefferson County.
2. The Contractor shall provide such services at the campus of the Family Court in space provided by the Jefferson County Commission.
3. The term of this contract shall be from October 1, 2006 through September 30, 2007 or until \$362,547.00 is billed and paid, whichever comes first. It is also understood that the Court shall provide no additional fringe benefits (vacation/sick leave, health insurance, etc.)
4. The Jefferson County Commission shall compensate the Contractor for services rendered under the terms and conditions of this contract in the amount of up to \$362,547.00. This amount is in accordance with Exhibit A (on file in the Minute Clerk's office) attached. The Contractor shall submit to the Court a notarized voucher on a monthly basis in the amount of up to \$30,212.25, to be adjusted for services actually provided.
5. It is understood that each party shall evaluate whether it wishes to continue to contract for these services after the period of this agreement and a separate written agreement must be executed between the parties to continue the contractual relationship.
6. Funds for the above services will be paid from the Family Court of Jefferson County operating budget for the fiscal year 2006-2007.
7. All services rendered by the contractor under this contract shall be rendered in accordance with the Court's standard procedures for providing of said services.
8. It is hereby agreed that this contract may be terminated by either party with a thirty(30) day written notice, served on the other party, by the party wishing to terminate. The parties further agree that their responsibility to one another shall be contingent upon the availability of funds and that this contract may be terminated immediately by the Jefferson County Commission if funds are unavailable to pay the Contractor.
9. The Contractor is obligated for workmen's compensation, FICA taxes, all applicable federal state and local taxes, etc., and the Jefferson County Commission will not be obligated for same under this contract.
10. The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and not a merit system employee, and as such, the contractor has no appeal rights before the Personnel Board of Jefferson County, Alabama.
11. It is expressly understood, and all parties agree, that nepotism does not exist between the parties and that there exists no conflict of interest or relationship between the parties, nor are the parties receiving pecuniary benefits other than those identified in the contract.
12. The Contractor agrees that they will at all times during the existence of this agreement indemnify, defend, and hold harmless the Jefferson County Commission, the Family Court of Jefferson County, or any of their agents against any and all liability, loss, damages, cost or expenses which the Jefferson County Commission and/or the Court, or their agents may hereinafter sustain, incur or be required to pay as a result of any actions or inactions of the Contractor or employees, agents, servants, or volunteers of the Contractor.
13. The Contractor shall cant' appropriate insurance, including but not limited to liability, comprehensive (coverage) and collision insurance covering all vehicles. It is further agreed that the contractor shall carry appropriate additional liability insurance, including but

not limited to liability insurance covering on-premises liability for claims against the Contractor by any and all recipient, employees, and other persons.

14. Contractor signed below, certifies by the execution of this Agreement that no part of the funds paid by the Jefferson County Commission 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 or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certifies that either 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 certifies that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractor shall immediately refund to the Court all amounts paid by the Jefferson County Commission pursuant to this Agreement.

Jefferson County Commission

Betty Fine Collins, President

Jefferson-Blount-St. Clair Mental Health/Mental Retardation Authority'

Richard Craig, Ph.D., Executive Director

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

Jan-23-2007-110

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the academic training contract of the following is hereby approved in accordance with Administrative Order No. 92-6: Sameul J. Hogge - Board of Registrars.

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

Jan-23-2007-111

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Patricia White in the amount of Eight Thousand Eight Hundred Sixty Eight and 32/100 (\$8,868.32) is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Finance is hereby directed to issue a check made payable to Patricia White in the amount of \$8,868.32 and forward to it to the County Attorney for distribution.

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

Jan-23-2007-112

BE IT RESOLVED by the Jefferson County Commission that the Finance Director is hereby authorized and directed to transfer

monthly one/twelfth of the balance in the Indigent Care Fund (Fund 12) to Cooper Green (Fund 31) for cash needs in FY07.

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

Jan-23-2007-113

BE IT RESOLVED by the Jefferson County Commission that the Finance Director is hereby authorized and directed to transfer among the various operating and capital funds the following amounts for Fiscal Year 2006 as required to provide for cash needs:

From the General Fund (Fund 01):

- \$8,000,000 to the Road Fund (Fund 13);
- 1,998,107 to the Office of Senior Citizens Services (Fund 14)
- 4,200,000 to Jefferson Rehabilitation & Health Center (Fund 32)
- 3,700,000 to Personnel Board (Fund 42)
- 7,000,000 to Information Technology (Fund 44)
- 200,000 to Fleet Management (Fund 45)
- 61,444.46 to the Home Fund (Fund 62)

From the Bridge and Public Building Fund (Fund 15):

- \$37,510,001.84 to Debt Service (Fund 95)

From Cooper Green Mercy Hospital Fund (Fund 31)

- \$373,870.20 to Indigent Care Fund (Fund 12)

From the Building Services Fund (Fund 48):

- \$1,100,000 to Elections (Fund 43)
- 10,000 to Print Shop (Fund 47)

From the Debt Service Fund (Fund 95):

- \$30,500,000 to Capital Improvements (Fund 21)
- 14,100,000 to Road Construction (Fund 22)
- 8,000,000 to General Fund (Fund 01)

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

COOPER GREEN MERCY HOSPITAL

Budget Amendment

Jefferson Health System/Indigent Care \$47,457,483

Transfer fund from the Indigent Care Fund (12) to Cooper Green Fund (31). No Additional Funds Required.

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

Jan-23-2007-114

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and _____ to provide dietician services and counseling sessions for HIV infected patients at St. George Clinic beginning October 1, 2006 and ending September 30, 2007.

MELISSA L. MULLINS – CONTRACT NO. 316-06 – \$20,800

MEREDITH M. ATWATER – CONTRACT NO. 316-06A – \$10,400

PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of October, 2006, by and between Jefferson County, Alabama, hereinafter called "the County", and _____, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2006.

WHEREAS, the County desires to contract for therapeutic registered dietician services for Cooper Green Hospital's St. George Clinic, hereinafter called "the Hospital"; and

WHEREAS, the Contractor desires to furnish said dietician 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 provided there is no Merit System or Classified employees available to fill this position.
2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Request for Proposal No. 316-06, dated July 28, 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 services of a registered therapeutic dietician to the HIV infected patient's at the Hospital's St. George Clinic. The Contractor shall be responsible for coordinating dietary recommendations and providing counseling sessions for the HIV patients and their families.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render dietician services to the Hospital at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2007. However, the Contract may be extended, at the County's option, for two (2) additional one-year periods, not to exceed three full years.
4. **COMPENSATION:** The Contractor shall be paid at a rate of \$40.00 per hour payable biweekly per submission of an approved invoice
5. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
6. **NONDISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
7. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department will information required for Form 1099 reporting and other pertinent data required by law.
8. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
9. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
10. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
11. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.
12. **COUNTY FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of

this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

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

CONTRACTOR:

JEFFERSON COUNTY, ALABAMA

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, Carns and Collins.

Jan-23-2007-115

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 Serenity Palliative and Hospice Care to provide respite care and pain management and/or pain alleviation for persons terminal illness. This is a revenue account.

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

Jan-23-2007-116

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 Xavier University of Louisiana to provide clinical education to Pharmacy students.

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

Jan-23-2007-117

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Talent Tree Crystal to provide temporary as-needed personnel to fill critical positions.

CONTRACT NO. 288-06B

PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of October 1, 2006, by and between Jefferson County, Alabama, hereinafter called

"the County", and Talent Tree Crystal, hereinafter called "the Contractor". The effective date of this agreement shall be December 1, 2006.

WHEREAS, the County desires to contract for personal services for the various departments throughout the County on an emergency as-needed basis, and

WHEREAS, the Contractor desires to furnish said personal 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 provided there are no Merit System or Classified employees available to fill these positions
2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Request for Proposal No, 288-06, dated July 14, 2006, the terms of which are included herein by reference. The Contractor shall provide temporary personnel to fill critically asneeded positions until a permanent replacement can be located and hired to fill the vacancy. The list of positions the Contractor is capable of filling is shown on Attachment No. 1 (on file in the Minute Clerk's office).
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to provide temporary personnel services to the County at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2007. However, contract may be extended upon mutual agreement of both parties.
4. **COMPENSATION:** The Contractor shall be compensated for services rendered at a cost shown on Attachment No.1 payable weekly per submission of an invoice.
5. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
6. **NONDISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
7. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department will information required for Form 1099 reporting and other pertinent data required by law.
8. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
9. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
10. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
11. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.
12. **COUNTY FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
13. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

duly authorized representative.

CONTRACTOR:	JEFFERSON COUNTY, ALABAMA
Ray E. Culver, Vice President	Bettye Fine Collins, President
Talent Tree Crystal	Jefferson County Commission

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

Jan-23-2007-118

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Intelistaf Healthcare, Inc. to provide temporary as-needed nursing personnel.

CONTRACT NO. 265-06F

TEMPORARY NURSE STAFFING SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of December, 2006, by and between Jefferson County, Alabama, hereinafter called "the County", and Intelistaf Healthcare, Inc., hereinafter called "the Contractor". The effective date of this agreement shall be December 1, 2006.

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

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Request for Proposal No. 265-06, dated July 3, 2006, the terms of which are included herein by reference. The Contractor shall provide emergency temporary nursing personnel to the County until Merit System or Classified employees can be hired to fill those positions. The Contractor shall provide Charge Nurses, Registered Nurses (RNs), Licensed Practical Nurses (LPNs), Certified Nursing Assistants (CNAs), and Sitters on an as-needed basis. The Charge Nurses must have graduated from an approved school of nursing, be licensed as a Registered Nurse in the state of Alabama or in a state with which Alabama has reciprocity. The RN position requires two (2) years of full time experience working in a health care setting (hospital, nursing home, rehabilitation facility, etc.) for Cooper Green Hospital and the County Jails and six (6) months experience if working at the Jefferson Rehabilitation & Health Center. The LPN position requires graduation from an approved school of practical nursing with two (2) years of nursing experience. LPN must be licensed in the state of Alabama or in a state in which Alabama has a reciprocity agreement. The CNA position requires a High School Diploma or GED and completion of a special course of training in nursing assistance prior to or with in the probationary period. The Sitter position requires no minimum education level but does require that the person has prior sitter experience.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to provide temporary as-needed nurse staffing services to the County at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2007. However, the Contract can be extended, at the County's option, for two (2) additional one year periods, not to exceed three (3) full years.
4. **COMPENSATION:** The Contractor shall be compensated for services rendered at a cost as shown on Attachment No. 1 of this Contract. Contractor shall bill weekly with payment being Net 30 Days.
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
Mary Carr, Vice President, General Counsel	Bettye Fine Collins, President
Intelistaf Healthcare, Inc.	Jefferson County Commission

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

Jan-23-2007-119

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Nursefinder, Inc. to provide temporary as-needed nursing personnel.

CONTRACT NO. 265-06K

TEMPORARY NURSE STAFFING SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of December, 2006, by and between Jefferson County, Alabama, hereinafter called "the County", and Nursefinders, Inc., hereinafter called "the Contractor". The effective date of this agreement shall be December 1, 2006.

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

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Request for Proposal No. 265-06, dated July 3, 2006, the terms of which are included herein by reference. The Contractor shall provide emergency temporary nursing personnel to the County until Merit System or Classified employees can be hired to fill those positions. The Contractor shall provide Charge Nurses, Registered Nurses (RNs), Licensed Practical Nurses (LPNs), Certified Nursing Assistants (CNAs), and Sitters on an asneeded basis. The Charge Nurses must have graduated from an approve school of nursing, be licensed as a Registered Nurse in the state of Alabama or in a state with which Alabama has reciprocity. The RN position requires two (2) years of full time experience working in a health care setting (hospital, nursing home, rehabilitation facility, etc.) for Cooper Green Hospital and the County Jails and six (6) months experience if working at the Jefferson Rehabilitation & Health Center. The LPN position requires graduation from an approved school of practical nursing with two (2) years of nursing experience. LPN must be licensed in the state of Alabama on in a state in which Alabama has a reciprocity agreement. The CNA position requires a High School Diploma or GED and completion of a special course of training in nursing assistance prior to or with in the probationary period. The Sitter position requires no minimum education level but does require that the person have prior sitter experience.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to provide temporary asneeded nurse staffing services to the County at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2007. However, the Contract can be extended, at the County's option, for two (2) additional one year periods, not to exceed three (3) full years.
4. **COMPENSATION:** The Contractor shall be compensated for services rendered at a cost as shown on Attachment No. 1 of this Contract. Contractor shall submit an itemized bill showing dates and hours of service, employee name, classification, shift worked, and rate of pay. Payment shall be 30 days from receipt of invoice.
5. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
6. **NONDISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
7. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department 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
Chris Friedrichs, VP Finance	Bettye Fine Collins, President
Nursefinders, Inc.	Jefferson County Commission

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

Jan-23-2007-120

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Change Order Requisition from Jefferson Health Systems for an additional \$20,000 to be added to Purchase Order No. 241983 with Hospira Worldwide, Inc., be and hereby is approved.

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

Jan-23-2007-121

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute a letter agreement with Jackson Sharman of Lightfoot, Franklin & White, LLC, to provide general advice to the Commissioners regarding the discovery subpoenas for documents and testimony by the Securities and Exchange Commission and electronic discovery requirements.

LIGHTFOOT FRANKLIN & WHITE LLC
TRIAL & APPELLATE COUNSEL

JACKSON R. SHARMAN III

January 12, 2007

Via Electronic and U. S. Mail

Edwin A. Strickland, Esq.
Jefferson County Attorney's Office
716 Richard Arrington, Jr., Boulevard North
Birmingham, Alabama 352030100

Re: SEC Subpoenas

Dear Mr. Strickland:

Thank you for choosing us to represent the Jefferson County Commission (the "Commission") with regard to the referenced matter. This letter replaces my letter to you of January 11, 2007.

We understand that the scope of our representation is to advise the Commission generally, and in particular with regard to Commissioners Collins, Langford and Smoot, on the subject of certain subpoenas propounded by the United States Securities and Exchange Commission (the "SEC") to the Commission and those individual Commissioners for documents and grand jury appearances. At this point, our instructions are to provide advice and counsel on procedural, preparatory matters such as responding to the document subpoenas, and understanding the mechanics of the process in an SEC investigation such as this.

Although we are happy to discuss expanding the scope of our representation, the Commission is retaining us only for the purposes described above.

I will be the primary attorney on this matter. My hourly rate is \$290.00. Natasha Wilson will work on the file as necessary to protect the Commission's interests, and her hourly rate is \$220.00. Should we need the services of a paralegal, the average hourly rate is \$120.00. Our hourly rates normally see a slight seniority increase around the first of each year.

Conflicts

We have conducted a conflict search, and have found none. If you have a reason to believe a conflict of interest might exist, or if you have any other concerns about our representation in this matter, please let us know as soon as possible.

Thus is not a joint representation. On the other hand, several individual Commissioners have received grand jury subpoenas directed to them as individuals. For that reason, I wish to point out the relevant rules under the Alabama Rules of Professional Conduct, the ethical rules that govern lawyers. The Comment to Rule 1.7 provides that an "impermissible conflict may exist by reason of substantial discrepancy in the parties' testimony, incompatibility in positions in relation to an opposing party, or the fact that there are substantially different possibilities of settlement of the claims or liabilities in question." The Comment goes on to point out, however, that "common representation of persons having similar interests is proper if the risk of adverse affect is minimal and the requirements of (b) are met."

Although this is not a "common representation," it is worthwhile for Commissioners Collins, Langford and Smoot, as well as you and the full Commission, to review the reference to "paragraph (b)", which refers to Rule 13(b), which is set out in full below:

A lawyer shall not represent a client if the representation of that client may be materially limited by the lawyer's responsibilities to another client or a third person, or by the lawyer's own interests, unless: (1) the lawyer reasonably believes the representation will not be adversely affected; and (2) the client consents after consultation. When representation of multiple clients in a single matter is undertaken, the consultation shall include explanation of the implications of common representations and the advantages and risks involved.

At this stage, and given the narrow scope of our retention, we do not believe that the firm's representation of the Commission raises any of these issues.

By having the firm represent the Commission, however, the Commission and the individual Commissioners - including Commissioners Collies, Langford and Smoot are agreeing that should a conflict of interest arise in the future between or among the Commission or Commissioners, such a conflict is not a basis for waiver of the privilege nor a basis to disqualify the firm from representing the Commission or any individual Commissioners.

By your countersignature below, and the countersignatures of Commissioners Collins, Langford and Smoot, you are indicating your agreement and assent to this structure.

Document Preservation

The subpoenas constitute notice of threatened litigation. As such, they impose on the recipients certain obligations to preserve evidence, including electronic evidence such as emails and documents in their "native" electronic format. To the extent the Commission has and the individual Commissioners have in their possession documents of any sort relating to the matters described in the subpoenas, please preserve all those materials. If the Commission or the individual Commissioners have a question about the scope of this preservation obligation, please do not hesitate to give us a call.

Electronic Mail

On the subject of email, please note that we find electronic mail to be a useful and efficient way of communicating with clients, colleagues, adversaries and the court. These communications sometimes contain attorney-client privileged materials, or documents that benefit from the attorney work product protections. By having this firm represent you, the Commission and the individual Commissioners understand and agree to the use of email by firm lawyers in this representation.

Billing

The billing will be monthly and we anticipate that our statements will be paid in full within thirty (30) days, absent unusual circumstances. We want our services to be satisfactory to you, so please do not hesitate to call me if you have any questions about the bills.

The Commission and Commissioners Collins, Langford and Smoot should indicate its and their understanding of and agreement to these terms by signing two copies of this letter and returning one to me. Please keep the other for your records.

Again, we look forward to working with the Commission. Please do not hesitate to give me a call if you have any questions.

With best wishes, I am

Sincerely Yours,

Jackson n R. Sharman III

AGREED AND UNDERSTOOD:

COUNTY COMMISSION OF JEFFERSON COUNTY, ALABAMA

By:

Dated: January , 2007.

AGREED AND UNDERSTOOD:

Commissioner Bettye Fine Collies

Dated: January , 2007.

AGREED AND UNDERSTOOD:

Commissioner Larry Langford

Dated: January , 2007.

AGREED AND UNDERSTOOD:

Commissioner Sheila Smoot

Dated: January , 2007.

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

Jan-23-2007-122

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission, District 2 annual salary for the position of Appointed Administrative Assistant - County Commissions (classification #094628) be decreased from \$68,307.20 to \$56,500.00 effective January 16, 2007.

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

Staff Development

Roads & Transportation/4 Participants

Tim Lollar & Damon Smith	Cedar Rapids, Iowa	\$600.00
Johnnie Crow & Wayne Clark	Terex Road Building Univ. Training Seminar	\$600.00
	January 29 - February 2, 2007	

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

Jan-30-2007-123

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to terminate the contract between Jefferson County and Deborah Byrd Walker which was approved by the County Commission on October 7, 2003, and recorded in Minute Book 142, Page 587, as amended on November 23, 2004, and recorded at Minute Book 146, page 434, and October 4, 2005, and recorded at Minute Book 149, page 295, and October 10, 2006, and recorded at Minute Book 152, Page 157.

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

Jan-23-2007-124

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Don Hathaway to serve on the McCalla Area Fire District Board of Trustees, beginning November, 2005 and ending November, 2010, be and hereby is approved.

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

Jan-23-2007-125

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

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

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

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

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

Z-2006-063 Mark Hallmark, owner; Michael B. Eddington, agent. Change of zoning on Parcel ID# 28-34-1-2 part of 6 in Section 34 Twp 18 Range 2 West from E-2 (Estate) to C-P (Preferred Commercial) for an office building. (Case only: 2801 Old 280 Court, Birmingham, AL 35243) (ACTON) (1.1 Acres M/L)

RESTRICTIVE COVENANTS: 1. Development shall comply with any and all right-of-way and roadway improvements recommended by the Department of Roads & Transportation, including the dedication of right-of-way to a minimum of 25 feet from the centerline of Old 280 Court; 2. the building(s) shall be designed and constructed so as to conform to the architecture of the other businesses in the area; 3. REVERSIONARY CLAUSE; 4. BEST MANAGEMENT PRACTICES regarding stormwater, drainage and erosion control.

Z-2006-082 Z & Z Investments LLC, owner; William W. Fowler, agent. Change of zoning on Parcel ID# 29-35-1-1-13 in Section 35 Twp 18 Range 3 West from R-1 (Single Family) to R-T (Residential Townhouse) for townhouses. (Site Only: 2249 Blue Ridge Boulevard, Birmingham, AL 35226) (HOOVER) (2.2 Acres M/L)

RESTRICTIVE COVENANT: 1. A minimum 35-foot undisturbed natural buffer along the rear (southeast) property line; 2. REVERSIONARY CLAUSE.

Z-2006-087 Dwight F. Capley, owner. Change of zoning on Parcel ID# 36-24-0-0-1.007 in Section 24 Twp 19 Range 6 West from A-1 (Agriculture) with covenants to A-1 (Agriculture) with amended covenants to allow further division of the property. (Site Only: 3300 Johnson Road, Adger, AL 35006) (JOHNS) (25 Acres M/L)

Approval to remove all prior covenants (Z-1996-065) and approve with a covenant: No mobile homes shall be permitted on the property.

Z-2006-088 Delcor Construction, owner; Jean Deason, President. Change of zoning on Parcel ID# 7-17-0-0-part of 9 in Section 17 Twp 15 Range 3 West from I-3(S) (Strip Mining) to R-1 (Single Family) for a single family residential subdivision with

E-2 density. (Site Only: 1690 Sardis Road, Gardendale, AL 35071) (MOUNT OLIVE) (26.9 Acres M/L)

Approval with covenants consistent with those applied to the previous phases of this subdivision: 1. The subdivision will have an overall density not to exceed that of E-2 zoning (1.94 units per acre); 2. All houses will be a minimum of 1,800 square feet of heated space with a minimum of 1,200 square feet on the first floor; 3. No private driveways to directly access Sardis Road; 4. No construction in the Special Flood Hazard Area; 5. Reversionary clause 6. The development of this property will observe best management practices regarding storm water, drainage, and erosion control.

Z-2006-092 Billie Jean McMichens, owner; George Holcombe, agent. Change of zoning on Parcel ID# 6-2-0-0-part of 18 in Section 2 Twp 16 Range 4 West from A-1 (Agriculture) to C-1 (Commercial) for a fireworks stand. (Site Only: 6844 Mount Olive Road, Warrior, AL 35180) (PARTRIDGE) (0.2 Acres M/L)

RESTRICTIVE COVENANTS: 1. Deeded right of way for the County road, a commercial class driveway with a controlled access and adequate parking outside of the County right of way shall be provided in conjunction with the development and/or use of this property; 2. Reversionary Clause.

Motion was made by Commissioner Carns seconded by Commissioner Langford that Z-06-063, Z-06-082, Z-06-087, Z-06-088 and Z-06-92 be approved. Voting "Aye" Carns, Langford, Collins and Humphries.

Jan-23-2007-126

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 for easement to be granted to the APC to improve service to the Mt. Olive Community Center.

LEGAL DESCRIPTION

61520-00-02786

A parcel of land being situated in the Southwest Quarter of the Southeast Quarter of Section 4, Township 16 South, Range 3 West, being more particularly described as Lot CC, Block 1 of Gardendale Homesteads and also being identified as Community Center and recorded in Map Book 23, Page 82 in the Office of the Judge of Probate, Jefferson County, Alabama.

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

Jan-23-2007-127

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: January 16, 2007
Purpose: Payment for acquired right-of-way, 0.029 acres (more or less) - 406 square feet (more or less) temporary construction easement — Tract # 8 of Heflin Avenue-Topics Phase VII Project No.: STPBH-9802(75)
Jim Henderson - Agent
Price: \$1,500.00
Pay to the order of: Estate of Nathan E. Maddox
Mailing Address: 527 Heflin Ave. E.
Birmingham, AL 35214-3121
Fund #22-0000-52503-0000-70047-000
Check Delivery Code 5000

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

Jan-23-2007-128

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized and directed to settle the condemnation case styled Jefferson County, Alabama v. Michael Ethredge, Tracts 7 and 9 (3600 and 3601 Main Street, Brighton, Alabama), Civil Action No. 06-863, in the amount of Ninety Eight Thousand (\$98,000.00) Dollars less the amount of \$70,000.00 already paid into Court pursuant to the Order of Condemnation previously entered in this case.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Finance is hereby directed to issue a check made payable to "Joyce Ethredge and Larry McClendon, Attorney", in the amount of Twenty Eight Thousand (\$28,000.00) Dollars and forward to the County Attorney for disbursement.

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

Jan-23-2007-129

"And if I go and prepare a place for you, I will come back and take you to be with me that you also may be where I am." (John 14:3)

WHEREAS, We are sustained in the belief that we are pilgrims passing through this earth to another shore where loved ones await our arrival; and

WHEREAS, Mr. Leonard M. Smoot first graced this earth with his presence on June 10, 1934 and left a void in our hearts when he departed on January 17, 2007; and

WHEREAS, Mr. Leonard M. Smoot was born in Emelle, Alabama to the late Mr. Frank and Della Smoot; and

WHEREAS, Mr. Leonard M. Smoot attended Livingston High School in Livingston, Alabama and served in the U.S. Army during the Korean War; and

WHEREAS, Mr. Leonard M. Smoot and Mrs. Mildred L. Smoot were married for forty-six years and were blessed to have two sons, Mr. Leonard Smoot, Jr. and Mr. Marvin Smoot and one daughter, the Hon. Shelia Smoot; and

WHEREAS, Mr. Leonard M. Smoot was a resident of Flint, Michigan for forty-five years and a member of Macedonia Missionary Baptist Church; and

WHEREAS, Mr. Leonard M. Smoot was retired from GM Fisher Body Coldwater Road and was a member of John W. Stevenson Lodge No. 6; and

WHEREAS, The Lord has given the promise of resurrection when He said: "I am the resurrection, and the life: he that believeth in me, though he was dead, yet shall he live; and whosoever liveth and believeth in me shall never die"; and

WHEREAS, The family of Mr. Leonard M. Smoot has lost a valuable member and Mentor. His love of family, cars, traveling and horse racing will never be forgotten.

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

Signed at the Jefferson County Courthouse in Birmingham, Alabama the 23rd day of January, Two Thousand and Seven.

Bettye Fine Collins, President

Bobby Humphrys, Commissioner

Larry P. Langford, Commissioner

Shelia Smoot, Commissioner

Jim Carns, Commissioner

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

The check issued during the week beginning January 15, 2007, and ending January 19, 2007, are as follows:

BEGINNING CHECK NUMBER	385392	ENDING CHECK NUMBER	385734
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Commissioner Collins stated that the meeting of the Jefferson County Commission would recess for five minutes to be reconvened at 11:00 o'clock a.m.

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

District 1 Larry Langford
District 3 Bobby Humphryes
District 4 Bettye Fine Collins

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

Jan-23-2007-130

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

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

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

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

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

Z-2006-102 Randal B. Wheeler, owner; Jerry Lankford, agent. Change of zoning on Parcel ID# 14-4-3-1-6 in Section 4 Twp 16 Range 3 West from A-1 (Agriculture) to INST-1 (Institutional) for a church facility. (Site Only: 2815 Mount Olive Road, Mount Olive, AL 35117) (MOUNT OLIVE) (12 Acres M/L)

RESTRICTIVE COVENANTS: 1. A commercial class driveway shall be provided, along with adequate right of way (as determined by the Department of Roads & Transportation) along the north side of Mount Olive Road. 2. Reversionary clause.

Motion was made by Commissioner Langford seconded by Commissioner Humphryes that Z-06-102 be approved subject to filing of covenants. Voting "Aye" Langford, Humphryes and Collins.

Z-2006-101 Thomas G. Phillips, owner. Change of zoning on Parcel ID# 31-15-4-0-90 in Section 15 Twp 18 Range 5 West from R-1 (Single Family) to A-1 (Agriculture) for residence and wholesale greenhouse. (Site Only: 6020 Warrior River Road,

Bessemer, AL 35023) (CONCORD) (5 Acres M/L)

RESTRICTIVE COVENANTS: 1. Existing vegetation along the southern and eastern property lines to be maintained as an undisturbed natural buffer; and, 2. the greenhouses are to be constructed to the rear of the primary residence on the property, and no less than 100 feet from right-of-way of Warrior River Road.

Motion was made by Commissioner Humphries seconded by Commissioner Langford that Z-06-101 be approved subject to filing of covenants. Voting "Aye" Humphries, Langford and Collins.

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

RESTRICTIVE COVENANTS: 1. The average lot size for the development shall be no less than one (1) acre;
2. the minimum lot size of any lot in the development shall not be less than 20,000 square feet; and, 3. stub streets shall be provided where topographically feasible.

Motion was made by Commissioner Langford seconded by Commissioner Humphries that Z-06-103 be approved subject to filing of covenants. Voting "Aye" Langford, Humphries and Collins.

Z-2006-104 McCullough Snappy Service Oil Co., Inc., owner; Paul Ott Carruth, agent. Change of zoning on Parcel ID# 11-7-1-0-17 in Section 7 Twp 16 Range 1 East from A-1 (Agriculture) to C-1 (Commercial) for a convenience store. (Site Only: 5361 Deerfoot Parkway, Trussville, AL 35173) (TRUSSVILLE) (4.3 Acres M/L)

RESTRICTIVE COVENANTS: 1. a minimum 6-foot high privacy fence shall be erected and maintained around the eastern end of the property, parallel to and at least ten (10) feet from the property lines; 2. where the existing vegetation will not provide sufficient screening for adjoining properties, the area between the privacy fence and the property lines shall be planted and maintained as a buffer; 3. all lighting shall be directed downward and away from all residential properties and public rights-of-way; 4. the property is to be used for a convenience store only; and, 5. there shall be no median cut on Deerfoot Parkway: access from Deerfoot Parkway shall be right-in/right-out only.

Motion was made by Commissioner Humphries seconded by Commissioner Langford that Z-06-104 be carried over pending re-hearing by the Planning & Zoning Commission on March 8, 2007. Voting "Aye" Humphries, Langford and Collins.

Bids were received and publicly opened at 2:00 p.m. and read from the following contractors on the Jefferson County Courthouse Complex Jail Expansion Project - Bessemer Jail:

General Contractors Package: Golden & Associates Construction and McCrory Building Co.

Elevator Package: Elevator Maint. Repair and ThyssenKrupp Elevator

Sprinkler Package: Brendle Sprinkler Co., Fincher Fire Protection and Joiner Fire Sprinkler Co.

Plumbing Package: H & M Mechanical and J Adkins Mechanical

Mechanical Package: H & M Mechanical, Ivey Mechanical, J Adkins Mechanical and RJ Mechanical

Plumbing & Mechanical Combination Package: H & M Mechanical and J Adkins Mechanical

Electrical Package: Canterbury Electric Co., Marathon Electrical Cont. and Astro Electric Company

Bids were referred to General Services for tabulation, report and recommendation.

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

President

ATTEST

Minute Clerk