

STATE OF ALABAMA)

JEFFERSON COUNTY) October 2, 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 2 Shelia Smoot

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Langford seconded by Commissioner Carns that the Minutes of September 18, 2007, be approved. Voting "Aye" Langford, Carns, Collins, Humphryes and Smoot.

Oct-2-2007-1212

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Special Meeting of the Jefferson County Commission held on September 20, 2007, at 10:00 in the Jefferson County Courthouse in Birmingham is hereby acknowledged and confirmed and the following resolutions and actions taken and approved by the County Commission therein are hereby acknowledged, confirmed, ratified and approved.

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

Sep-20-2007-1207-SP-MTG

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment to Agreement between Jefferson County, Alabama and Brice Building Company, Inc. to set the guaranteed maximum price for the New Bessemer Courthouse Project 51205 at \$40,553,622.

AMENDMENT TO CONSTRUCTION MANAGEMENT AGREEMENT

JEFFERSON COUNTY CRIMINAL JUSTICE CENTER

NEW COURTHOUSE IN BESSEMER

Recitals

The undersigned entered into a Construction Management Agreement (The "Agreement") dated April 10", 2006, with regard to job 51205, New Jefferson County Courthouse, Bessemer, AL according to the documents prepared by Giattina Aycock Architecture Studio, Inc. (the "Project"); and

The fee to be paid to the Construction Manager pursuant to paragraphs 14.7.1.C is based on the cost of construction, which has been established at Thirty nine million fifty three thousand five hundred and forty five dollars (\$39,053,545) thus making appropriate an adjustment in the fee set forth in paragraph 14.7.1.C to be paid to the Construction Manager; and

Paragraph 14.4 of the Agreement states in part that before construction begins on the Project, a Guaranteed Maximum Price (GMP) will be established by an amendment to this Agreement.

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

AGREEMENT

1. The foregoing recitals are incorporated into and made a part of this Agreement.
2. The lump sum amounts for direct personnel expenses and reimbursables attached as a part of this agreement will be modified at the time the GMP is established, only if the durations of such services for the New Jefferson County Courthouse have been changed and the project schedule is extended due to no fault of the Construction Manager.
3. The home office overhead and profit as shown in Article 14 for the New Jefferson County Courthouse will be modified at the time the GMP is established, only if the value of the construction cost has been changed.
4. Pursuant to Paragraph 14.4 of the Agreement, the aggregate Guaranteed Maximum Price (GMP) for the construction cost to be paid by the Owner to the construction Trade Contractors for the Project based on the dollar amount of the Trade Contracts executed at this time, and including an amount of one million five hundred thousand dollars (\$1,500,000) of which seven hundred fifty thousand

dollars (\$750,000) is for an Owner's contingency (which allowance, contingency or both will cause an increase in the GMP), and seven hundred fifty thousand dollars (\$750,000) is for a Construction Manager's contingency which is to be used and applied for the sole benefit of the Construction Manager. Contingency for Construction Manager is to be used for scope of work not clearly defined in the plans and specifications, mitigation of weather related delays or any construction measures that are required due to emergency situations. Except for emergency situations involving life of property, Construction Manager will receive prior approval from Owner for any charges to be made against the CM contingency.

Note: Should surplus funds remain in the Construction Manager's and/or the Owner's contingency after the project is completed, then the remaining funds shall be released back to the Owner for future use in the project.

5. See attached "Exhibit A" for a summary of the items included in the current aggregate GMP established in the amount of forty million five hundred and fifty three thousand six hundred and twenty two dollars (\$40,553,622).

6. It is anticipated that Construction Change Directives (CCD) approved and executed by The Director of General Services or his authorized representative will authorize all changes in the work of the construction Trade Contractors, and that such amounts that are properly chargeable to the Owner will be allocated against the Owner's Section 012100 Allowances or the Owner's contingency, as appropriate, for the purpose of accounting for the GMP. On the other hand, changes that are the responsibility of the Construction Manager under the agreement and as noted above will be allocated against the Construction Manager's contingency. Such changes which shall be allocated to the Owner's contingency are defined as those changes related to additional scope added to the Contract Documents after the execution of this amendment, those changes related to existing conditions which could not have been reasonably foreseen by the Construction Manager prior to bid, and those changes related to regulations set forth by any building code, government agency, or other authority having jurisdiction over the Project. Such changes which shall be allocated to the Construction Manager's contingency are defined as those changes related to the constructability of the design provided on the Contract Documents issued for bid, those changes related to the scope structure of the Trade Contractor Packages, and those changes related to existing conditions which could have been reasonably foreseen by the Construction Manager prior to bid. Subject to approval and execution of a CCD by The Director of General Services, the Construction Manager is authorized to direct changes in the work and/or in the Trade Contractor's agreements with the Owner that will result in the Owner's use of its allowance and its contingency. Where the amount of one of more trade contracts has been increased and the dollar amount of one of more trade contracts has been decreased in connection with such modification (s), any credit balance resulting there from shall be allocated to the appropriate contingency. In any event, the Owner will contract for and pay for all changes and CCD's until the GMP, as adjusted pursuant to the Agreement is exceeded.

7. The Construction Manager will produce a monthly report to the Owner which will include the current status as to a dollar amount, to its knowledge, of each of the trade contracts, the Owner's section 01020 allowances, the Owner's contingency, the Construction Manager's contingency, and the GMP.

8. This agreement consists of three (3) pages plus one (1) attachment (Exhibit A). The agreement shall not be modified in any form except through written amendment. Further amendments shall be agreed upon, signed and executed by both parties.

Executed this 6th day of August, 2007

Owner: Jefferson County Commission

Bettye Fine Collins, President

Construction Manager: Brice Building Company, Inc.

By

VP of Operations

EXHIBIT A
 GUARANTEED MAXIMUM PRICE AMENDMENT
 TO
 AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER DATED
 AUGUST 6TH, 2007

Construction Cost

<u>Bid Package(s)</u>	<u>Trade Contractors</u>	<u>Contract Amount</u>
Demolition Package	Meredith Environmental, Inc.	\$ 536,345
1A Building Package	McCrary Building Company, Inc.	\$11,303,535
Foundation Package	Ard Contracting, Inc.	\$ 3,590,259
3A Building Package	Ard Contracting, Inc.	\$ 5,002,000
4A Building Package	Masonry Arts, Inc.	\$ 4,351,145
8A Building Package	Nelson Glass Company, Inc.	\$ 1,091,589
14A Building Package	Elevator Maintenance & Repair, Inc.	\$ 990,000
17A Building Package	Johnson Controls, Inc.	\$ 3,090,061
21A Building Package	Fincher Fire Protection Company, Inc.	\$ 353,265
22A & 23A Building Package	H & M Mechanical Contractors, Inc.	\$ 4,325,075
26A Building Package	Marathon Electrical Contractors, Inc.	\$ 2,285,271
Total of Trade Contractor Packages		\$36,918,545
Building Permit		\$ 369,186
Building Permit Amount Waived by City of Bessemer		\$ <200,000
Construction Management Services		\$ 1,965,891

Total Construction Cost (Amount to be used for OH&P Calculation)	\$39,053,622
Owner Contingency (No Fee Applied)	\$ 750,000
<u>Construction Manager Contingency (No Fee Applied)</u>	<u>\$ 750,000</u>
Guaranteed Maximum Price	\$40,553,622
<u>Construction Management Services</u>	
CM Services for Construction Duration of 23 Months	\$ 1,680,827
<u>Original Projected CM Services for Construction Duration of 19 Months</u>	<u>\$ 1,475,043</u>
	\$ 205,784
<u>Fees</u>	
Home Office Overhead & Profit (2.9% of Construction Cost)	\$ 1,132,552
<u>Original Protected Home Office Overhead & Profit</u>	<u>\$ 920,637</u>
Adjustment	\$ 211,915

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

Sep-20-2007-1208-SP-MTG

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and the following contractors for the New Bessemer Courthouse Project 51205:

1A Building Package-general works/labor	McCrary Building Company, Inc.	\$11,303,535
3A Building Package-concrete frame	Ard Contracting, Inc.	\$ 5,002,000
4A Building Package-masonry/stone	Masonry Arts, Inc.	\$ 4,351,145
8A Building Package-storefront/curtainwall	Nelson Glass Company, Inc.	\$ 1,091,589
14A Building Package-elevator	Elevator Maintenance & Repair, Inc.	\$ 990,000
17A Building Package-low voltage	Johnson Controls, Inc.	\$ 3,090,061
21A Building Package-fire protection	Fincher Fire Protection Company, Inc.	\$ 353,265
22A & 23A Building Package-HVAC/plumbing	H & M Mechanical Contractors, Inc.	\$ 4,325,075
26A Building Package-electrical	Marathon Electrical Contractors, Inc .	\$ 2,285,271

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

Sep-20-2007-1209-SP-MTG

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Agreements between Jefferson County, Alabama and Unisys Corporation in the amount of \$50,060.

CLU700-NN3 Software - Three year annual license renewal for software that supports the backup and recovery utility between the Unisys mainframe and the L700 Tape Library Backup System in the amount of \$30,160.

ClearPath NX6800 & Libra HMP 11 Upgrade Service - For services to perform an Operating System Version upgrade on the Unisys mainframe and Libra development system in the amount of \$19,900.

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

Sep-27-2007-1210-SP-MTG

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment to Contract between Jefferson County, Alabama and Protek Cleaning Service to extend agreement to December, 31, 2007 in the amount of \$18,000 for maintenance services.

AMENDMENT TO CONTRACT

This Amendment to Contract entered into this 27th day of September, 2007, by and between Jefferson County, Alabama through the General Services Department (hereinafter referred to as "The Jefferson County Commission") and Protek Cleaning Service (hereinafter referred to as the "Contractor").

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties entered into on the 16th day of July, 2004, which was approved by the Jefferson County Commission on 8-3-04 and recorded in Minute Book 145 at Page(s) 355-358 and made a part of this amendment by reference, is hereby amended as follows:

Under Item 3 "Terms of Agreement and Authorization to Perform Work" change the end date of this contract as follows:

From: September 30, 2007 To: December 31, 2007

All other terms and conditions remain as previously written.

Jefferson County Commission

Bettye Fine Collins, President

CONTRACTOR:

Victor Hardy, Manager

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

Sep-27-2007-1211-SP-MTG

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment to Contract between Jefferson County, Alabama and Southern Building Maintenance, Inc. to extend agreement to December, 31, 2007 in the amount of \$92,000 for maintenance services.

AMENDMENT TO CONTRACT

This Amendment to Contract entered into this 27th day of September, 2007, by and between Jefferson County, Alabama through the General Services Department (hereinafter referred to as "The Jefferson County Commission") and Southern Building Maintenance, Inc., (hereinafter referred to as the "Contractor").

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties entered into on the 20th day of September, 2004, which was approved by the Jefferson County Commission on 9-28-04 and recorded in Minute Book 146 at Page(s) 60-62 and made a part of this amendment by reference, is hereby amended as follows:

Under Item 3 "Terms of Agreement and Authorization to Perform Work" change the end date of this contract as follows:

From: September 30, 2007 To: December 31, 2007

All other terms and conditions remain as previously written.

Jefferson County Commission

Bettye Fine Collins, President

CONTRACTOR:

Gary E. Cantrell, CEO

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

STAFF DEVELOPMENT

Multiple Staff Development

Revenue/2 Participants			
Bruce Thompson		Charlotte, North Carolina	\$1,636.30
Charles Bell		Audit Lowe's Home Improvement Stores	\$2,405.80
		October 14-21, 2007	
Sheriff's Dept./2 Participants			
Kerry Morgan		Brunswick, Georgia	\$785.00
David Eaton		International Assn. of Bomb Technicians & Investigators	\$785.00
		October 14-19, 2007	
Sheriff's Dept./2 Participants			
Heather S. Fisher		Arlington, Virginia	\$1,566.98
Dennis Berry		Grants Writing Training	\$1,566.98
		October 4-6, 2007	
Cooper Green Mercy Hospital/2 Participants			
Marc Sussman		Chicago, Illinois	\$992.79
Sandra Hullett, MD		Finding Answers: Disparities Research for Change	\$806.10
		October 10-12, 2007	
Family Court/12 Participants			
Rebecca Snoddy		Orange Beach, Alabama	\$1,451.14
Tony Ryce		Alabama Council on Crime & Delinquency Fall Conference	\$551.14
Susan Moon		October 30 - November 2, 2007	\$551.14
Harold Dickinson			\$551.14
Gwendolyn Reasor			\$551.14
Karla Penic-Williams			\$551.14
Darren Hardy			\$551.14
Marsha Wright			\$551.14
Kristi Fargason			\$551.14
Alvin Hicks			\$551.14
Adrilisa Steele			\$551.14
Alfred Bell			\$551.14
Sheriff's Dept./2 Participants			
William Carson		Orange Beach, Alabama	\$366.57
Deborah Guy		Alabama Jail Assn. Conference	\$371.85
		October 16-19, 2007	
Sheriff's Dept./3 Participants			
Emma Moore		Sheffield, Alabama	\$185.95
Shirley Moore		Basic Internal Affairs Investigation Course	\$185.95
LaWanda Bonner		October 21-22, 2007	\$185.95
Sheriff's Dept./2 Participants			
Jason S. Miller		Tuscaloosa, Alabama	\$622.75
David McCool		Alabama Law Enforcement Annual Canine Handlers	\$622.75
		Re-certification	
		October 21-26, 2007	
Sheriff's Dept./6 Participants			
Marsha Allen		Orange Beach, Alabama	\$621.58
Anthony J. Dotson		2007 Annual Re-certification Seminar: AL Assn.	\$621.58
Cynthia M. Mobley		of Polygraph Examiners	\$621.58
Ryan Fortenberry		October 21-25, 2007	\$621.58
Tanya Johnson			\$621.58
James West			\$621.58
Individual Staff Development			
Jim Carns	Commission	Washington, D.C.	\$278.30
		Meeting with Congressmen to discuss economic development	
		March 26, 2007	
Robert M. Brissie, M.D.	Coroner	Savannah, Georgia	\$1,701.63
		National Assn. of Medical Examiners Annual Meeting	
		October 13-16, 2007	
Sherri C. Friday	Probate Court	Tuscaloosa, Alabama	\$254.00
		Southeastern Assn. of Area Agencies on Aging Board Meeting	
		September 6-7, 2007	
Robert D. Shaw	Roads & Trans	Montgomery, Alabama	\$1,170.00
		Alabama Society of Professional Land Surveyors	
		October 16-19, 2007	
Gary Cochran	Roads & Trans	Charlotte, North Carolina	\$559.80

		National Roadside Vegetation Management Assn. Conference October 1-5, 2007	
Mark Persall	Sheriff's Dept.	Auburn, Alabama FBI National Academy Training Conference September 30 - October 3, 2007	\$559.80
Gwen Bryant	Sheriff's Dept.	Orange Beach, Alabama Alabama Assn. of Polygraph Examiners Seminar October 21-25, 2007	\$850.41
Brandon Gray	Sheriff's Dept.	LaVergne, Tennessee Property & Evidence Management Course October 1-3, 2007	\$573.14
Bobby Humphryes	Commission	Tarrant City, Texas National Assn. of Counties Transportation Steering Committee October 17-19, 2007	\$749.64
Bobbie Williams	CGMH	Anniston, Alabama FEMA-Hospital Emergency Response Training September 23-28, 2007	\$169.98
Daniel Whidby	Sheriff's Dept.	Fultondale, Alabama SIG Saver Pistols - Armorer Certification September 26-27, 2007	\$395.00
Bobby Murphy	Sheriff's Dept.	Birmingham, Alabama Forensic Analysis of Cell Phone Data October 8-9, 2007	\$250.00
Eddie Woodis	Revenue	Mundelein, IL - Chicago, IL - Detroit, MI Audit Maclean-Dixie; Payday Loan Store; Kelley Services September 15 - 29, 2007	\$3,200.87

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

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. LAND DEVELOPMENT FROM BERNEY OFFICE SOLUTION, BIRMINGHAM, AL, FOR OVERAGE FOR SAVIN COPIER TO PAY OUTSTANDING INVOICES. SAP PURCHASE ORDER# 2000000837 \$5,000.00 TOTAL
REFERENCE BID 255-06
2. JEFFERSON COUNTY SHERIFF'S OFFICE FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, TO ADD FUNDS TO P.O. 2000000208 TO PAY INVOICES. SAP PURCHASE ORDER# 2000000208 \$7,000.00 TOTAL
REFERENCE BID# 123-07
3. COOPER GREEN MERCY HOSPITAL (STORES) FROM OWENS & MINOR, ATLANTA, GA FOR MISCELLANEOUS MEDICAL SUPPLIES. SAP PURCHASE ORDER# 2000005765 & 7000000076 \$18,575.95 TOTAL
REFERENCE BID# 221-05
4. ROADS & TRANSPORTATION FLEET MANAGEMENT FROM MANTEK, BIRMINGHAM, AL, FOR CONTRACT FOR PARTS WASHING EQUIPMENT RENTAL FOR PERIOD 10/1/07 TO 10/1/08. SAP PURCHASE ORDER# CANNNOT BE ISSUED UNTIL 10/1/07 REFERENCE BID# 293-07 APPROXIMATELY \$10,000.00 PER YEAR
5. BESSEMER HWY MAINTENANCE FROM APAC, BIRMINGHAM, AL, FOR PLANT MIX ASPHALT.
SAP PURCHASE ORDER# 2000005873 \$46,290.13 TOTAL REFERENCE BID# 139-07
6. BESSEMER HWY MAINTENANCE FROM ERGON, BIRMINGHAM, AL, FOR PLANT MIX ASPHALT.
SAP PURCHASE ORDER# 2000005872 \$5,748.45 TOTAL REFERENCE BID# 139-07

7. BESSEMER HWY MAINTENANCE FROM ERGON, BIRMINGHAM, AL, FOR PLANT MIX ASPHALT.
SAP PURCHASE ORDER # 2000005871 \$5,732.33 TOTAL REFERENCE BID# 139-07
8. BESSEMER HWY MAINTENANCE FROM ERGON, BIRMINGHAM, AL, FOR PLANT MIX ASPHALT.
SAP PURCHASE OREDER# 2000005870 \$5,495.26 TOTAL REFERENCE BID# 139-07
9. BESSEMER HWY MAINTENANCE FROM ERGON, BIRMINGHAM, AL, FOR PLANT MIX ASPHALT.
SAP PURCHASE ORDER# 2000005869 \$5,686.30 TOTAL REFERENCE BID# 139-07
10. KETONA HWY MAINTENANCE FROM DUNN, BIRMINGHAM, AL, FOR PLANT MIX ASPHALT.
SAP PURCHASE ORDER# 2000005867 \$48,051.27 TOTAL REFERENCE BID# 139-07
11. JEFFERSON COUNTY SHERIFF'S OFFICE FROM ALABAMA CRIMINAL JUSTICE INFORMATION CENTER,
MONTGOMERY, AL, FOR RELAY COMMUNICATION SERVICE. SAP PURCHASE ORDER# 2000001452
\$15,000.00 TOTAL TAG PURCHASE ORDER# 263912
12. REVENUE DEPARTMENT FROM TECH DEPOT, TRUMBALL, CT, FOR REPLACING 6 HP LASERJET 4350DTN 3
TRAY PRINTERS. SAP PURCHASE ORDER# 2000005726 \$12,407.76 TOTAL
REFERENCE SAP # 1000019355/1 - 1000019355/6 REFERENCE BID# 222-06
13. REVENUE DEPARTMENT FROM TECH DEPOT, TRUMBALL, CT, FOR HP LASERJET 4250N PRINTERS (17) FOR
ELECTRONIC TITLE APPLICATION PROCESS SYSTEMS. SAP PURCHASE ORDER# 2000005702
REFERENCE SAP# 1000019449/1 & 1000019449/17 \$20,043.00 TOTAL REFERENCE BID# 222-06
14. FINANCE: ACCOUNTING FROM TECH DEPOT, TRUMBALL, CT, FOR HP LASERJET P2015D PRINTERS (15).
REFERENCE SAP# 1000018841/1 \$5,774.40 TOTAL SAP PURCHASE ORDER# 2000005770
REFERENCE BID# 222-06
15. PERSONNEL BOARD FROM SPSS INC, CHICAGO, IL, TO PAY INVOICE FOR SPSS ANNUAL MAINTENANCE
RENEWAL FOR THE PERIOD OF 9/2/2007 9/01/2008. SAP PURCHASE ORDER# 2000005704 \$10,851.00
TOTAL
REFERENCE INVOICE# 58713
16. REVENUE DEPARTMENT FROM DELL MARKET LP, ATLANTA, GA, FOR REPLACING 22 COMPUTERS.
SAP PURCHASE ORDER# 2000005772 \$23,933.80 TOTAL REFERENCE BID# 81-07
17. INFORMATION TECHNOLOGY FROM STEWART ORGANIZATION, BIRMINGHAM, AL, FOR OVERAGE FOR
CANON CLC1180 COPIER TO PAY OUTSTANDING INVOICES. SAP PURCHASE ORDER# 2000001929 \$3,000.00
TOTAL
REFERENCE BID# 255-06
18. INFORMATION TECHNOLOGY DEPARTMENT FROM B&L ASSOCIATES, INC., NEEDHAM, MA, FOR ANNUAL
MAINTENANCE/SUPPORT FOR TIME ACCOUNTING AND TAPE LIBRARY SOFTWARE FOR THE PERIOD OF
10/01/2007 9/30/2008. REFERENCE SAP# 1000020720 \$22,216.00 TOTAL SAP PURCHASE
ORDER# 2000005924
19. COOPER GREEN MERCY HOSPITAL (PHARMACY) FROM VOICE TECH, INC., VENICE, FL, FOR INTERACTIVE
VOICE RESPONSE SYSTEM. SAP PURCHASE ORDER# 2000002708 \$9,665.75 TOTAL REFERENCE BID
173-07
20. HUMAN RESOURCES FROM CORPORATE EXPRESS, BIRMINGHAM, AL, FOR METAL OFFICE FURNITURE.
SAP PURCHASE ORDER# 2000005958 \$43,708.64 TOTAL REFERENCE BID# 335-06
21. ENVIRONMENTAL SERVICES FROM JHA, INC., SHALLMAR, FL, FOR LIQUID ASPHALT PLANT.
SAP PURCHASE ORDER# 2000005981 \$64,560.00 TOTAL REFERENCE BID# 326-07
22. ENVIRONMENTAL SERVICES ADMINISTRATION FROM DELL MARKET, LP, ATLANTA, GA, TO REPLACE (4)
COMPUTERS. REFERENCE SAP# 1000020764/1, /3 1000020764/5 \$7,199.20 TOTAL
SAP PURCHASE ORDER# 2000005978
23. PERSONNEL BOARD FROM DELL MARKET, LP, FOR PURCHASE OF (10) COMPUTERS.
REFERENCE SAP# 1000020336/1 - 1000020336/10 \$10,838.50 TOTAL SAP PURCHASE ORDER#
2000005968
24. HUMAN RESOURCES FROM STANDARD INSURANCE COMPANY, BIRMINGHAM, AL, FOR COUNTY'S BASIC LIFE
AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE PREMIUMS.
SAP PURCHASE ORDER# 2000005987 \$130,000.00 TOTAL
25. COOPER GREEN MERCY HOSPITAL FROM CALLAHAN EYE FOUNDATION, BIRMINGHAM, AL, TO CHANGE
ORDER TO ADD FUNDS TO EXISTING P.O. TO PAY OUTSTANDING INVOICES. TAG PURCHASE ORDER# 267854
\$25,000.00 TOTAL SAP PURCHASE ORDER# 2000002310
26. COOPER GREEN MERCY HOSPITAL FROM BAPTIST MEDICAL CENTER PRINCETON, BIRMINGHAM, AL, TO

CHANGE ORDER TO ADD FUNDS TO EXISTING P.O. TO PAY FOR OUTSTANDING INVOICES.

- TAG PURCHASE ORDER# 237796 \$15,000.00 TOTAL SAP PURCHASE ORDER# 2000002318
27. COOPER GREEN MERCY HOSPITAL FROM UAB MANAGED CARE, BIRMINGHAM, AL, FOR MANAGED CARE PHYSICIAN SERVICES PROVIDED TO COOPER GREEN MERCY HOSPITAL.
SAP PURCHASE ORDER# 2000005963 \$515,525.00 TOTAL
28. SHERIFF'S DEPARTMENT FROM BERNEY OFFICE SOLUTION, BIRMINGHAM, AL, TO PURCHASE SHARP MXM700U COPIER. REFERENCE SAP # 1000021144 \$10,904.00 TOTAL REFERENCE BID# 251-05
29. SHERIFF'S DEPARTMENT FROM BERNEY OFFICE SOLUTION, BIRMINGHAM, AL, TO PURCHASE SAVIN 8055 COPIER FOR FISCAL MANAGEMENT OFFICE. REFERENCE SAP# 1000021358 \$6,995.00 TOTAL
REFERENCE BID# 251-05
30. GENERAL SERVICE PRINT SHOP FROM INTOPRINT TECHNOLOGIES, BIRMINGHAM, AL, FOR AUTOMATIC PAPER FOLDER MACHINE DUPLO DF1000. SAP PURCHASE ORDER# 2000006106 \$7,800.00 TOTAL
REFERENCE BID# 312-07
31. INFORMATION TECHNOLOGY FROM DAVID ROBINSON, BIRMINGHAM, AL, FOR CONSULTANT DAVID ROBINSON.
SAP PURCHASE ORDER# 2000006056 \$39,394.50 TOTAL
32. COOPER GREEN MERCY HOSPITAL (STORES) FROM CARDINAL HEALTH CARE, CHARLOTTE, NC, FOR MISCELLANEOUS MEDICAL SUPPLIES. SAP PURCHASE ORDER# 200006060 \$6,214.12 TOTAL
REFERENCE BID# 222-05
33. JEFFERSON COUNTY SHERIFF'S OFFICE BESSEMER DIVISION FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, TO ADD FUNDS TO P.O. #200000273. SAP PURCHASE ORDER# 20000000273 \$2,000.00 TOTAL
REFERENCE BID# 123-07
34. PERSONNEL BOARD OF JEFFERSON COUNTY FROM BALCH & BINGHAM, BIRMINGHAM, AL, FOR LEGAL SERVICES RENDERED AND THOSE TO BE RENDERED ON BEHALF OF THE PERSONNEL BOARD OF JEFFERSON COUNTY.
SAP PURCHASE ORDER# 2000006111 \$80,000.00 TOTAL
35. PROBATE OFFICE FROM ELECTION SYSTEMS & SOFTWARE, BIRMINGHAM, AL, FOR ELECTION CARDS.
SAP PURCHASE ORDER# 2000006048 \$91,835.00 TOTAL
36. ENVIRONMENTAL SERVICES VILLAGE CREEK WWTP FROM CIBA SPECIALTY CHEMICALS, CAROL STREAM, IL, FOR POLYMER. SAP PURCHASE ORDER# 2000003330 \$40,000.00 TOTAL REFERENCE BID#213-05
37. COOPER GREEN MERCY HOSPITAL FROM BECKMANCOULTER, PALATINE, IL, FOR CHEMISTRY SUPPLIES.
TAG PURCHASE ORDER# 255447 \$13,000.00 TOTAL SAP PURCHASE ORDER# 2000002163
REFERENCE BID# 109-05
38. COOPER GREEN MERCY HOSPITAL FROM RADIOMETER AMERICA, INC., CHICAGO, IL, FOR BLOOD GASE SUPPLIES.
TAG PURCHASE ORDER# 255001 \$2,000.00 TOTAL SAP PURCHASE ORDER# 2000003009
REFERENCE AMERINET CONTRACT# AMERINET PRICING
39. COOPER GREEN MERCY HOSPITAL FROM SIEMENS WATER, PITTSBURG, PA, FOR D.I. WATER SERVICE.
TAG PURCHASE ORDER# 255184 \$2,500.00 TOTAL SAI PURCHASE ORDER# 2000003000
REFERENCE AMERINET CONTRACT# AMERINET PRICING
40. COOPER GREEN MERCY HOSPITAL FROM OWENS & MINOR, PELHAM, AL, FOR EQUIPMENT & FURNISHINGS FOR CGH METRO WEST. SAP PURCHASE ORDER# 2000002702 \$11,175.53 TOTAL REFERENCE BID# 219-07
41. COOPER GREEN MERCY HOSPITAL FROM OWENS & MINOR, PELHAM, AL, FOR EQUIPMENT & FURNISHINGS FOR CGH METRO WEST. SAP PURCHASE ORDER# 2000002705 \$8,926.96 TOTAL REFERENCE BID# 219-07
42. COOPER GREEN MERCY HOSPITAL FROM OWENS & MINOR, PELHAM, AL, FOR EQUIPMENT & FURNISHINGS FOR CGH METRO WEST. SAP PURCHASE ORDER# 2000002705 \$8,834.03 TOTAL
- THESE ITEMS WERE NOT PART OF BID 219-07 AND WERE PURCHASED WITHOUT GOING THROUGH THE PURCHASING DEPARTMENT.**
43. HUMAN RESOURCES FROM CORPORATE EXPRESS, BIRMINGHAM, AL, FOR OFFICE FURNITURE.
SAP PURCHASE ORDER# 2000005958 \$43,709.24 TOTAL REFERENCE BID# 335-06
44. COOPER GREEN MERCY HOSPITAL (STORES) FROM C.R. BARD D/B/A DAVOL, CHARLOTTE, NC, FOR SIMPULSE SOLO IRRIGATORS. REFERENCE BID# 31807 \$25,000.00 TOTAL
45. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM LABORATORY CORPORATION, BURLINGTON, NC,

- FOR LABORATORY TEST, GENERAL REFERRAL. REFERENCE BID# 26807 \$300,000.00 TOTAL
46. COOPER GREEN MERCY HOSPITAL (CENTRAL) FROM BIOTECH LIMB & BRACE, LLC, BIRMINGHAM, AL, FOR INPATIENT/OUTPATIENT ORTHOTICS. REFERENCE BID# 303-07 \$100,000.00 TOTAL
47. COOPER GREEN MERCY HOSPITAL (RESPIRATORY) FROM ECG SCANNING & MEDICAL SERVICES, DAYTON, OH, FOR HOLTER & ARRHYTHMIA MONITORING. REFERENCE BID#262-07 \$9,000.00 TOTAL
48. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM ROCHIE DIAGNOSTICS, ATLANTA, GA, FOR GLUCOSE METER SYSTEM. REFERENCE BID# 302-07 \$236,422.80 TOTAL
49. COOPER GREEN MERCY HOSPITAL (STORES) FROM KENTRON HEALTHCARE, INC., NASHVILLE, TN, FOR NEEDLES & SYRINGES. REFERENCE BID# 292-07 \$100,000.00 TOTAL
50. COOPER GREEN MERCY HOSPITAL (STORES) FROM PRODUCTS UNLIMITED, JUSTIN, TX, FOR CLEAR VIEW DRAPES.
REFERENCE BID#276-07 \$6,500.00 TOTAL
51. COOPER GREEN MERCY HOSPITAL (STORES) FROM MEDICAL PRODUCTS SUPPLY, INC., BABYLON, NY, FOR INTROCAN CATHETERS. REFERENCE BID# 249-07 \$125,000.00 TOTAL
52. JEFFERSON REHABILITATION & HEALTH CARE FROM GULF SOUTH MEDICAL SUPPLY, INC., JACKSONVILLE, FL, FOR DIAPERS, ADULT. REFERENCE BID 255-07 \$50,000.00TOTAL
53. COOPER GREEN MERCY HOSPITAL (STORES) FROM VEHICLE MAINTENANCE PROGRAM, BOCA RATON, FL, FOR CARSEATS/STROLLER COMBO, COSCO# 01958. SAP PURCHASE ORDER # 2000006151 \$10,177.20
TOTAL
REFERENCE BID# 98-07
54. COOPER GREEN MERCY HOSPITAL FROM DR. DONALD MARKS, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD ADDITIONAL FUNDS TO PAY DR. DONALD MARKS FOR CLINICAL AND RESEARCH SERVICES PROVIDED TO THE HOSPITAL. SAP PURCHASE ORDER# 2000002354 \$14,770.00 TOTAL
CONTRACT APPROVED BY COMMISSION ON 5/16/06 AND RECORDED IN MINUTE BOOK 151 AT PAGES 99-103.
55. COOPER GREEN MERCY HOSPITAL FROM UAB HOSPITAL, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD ADDITIONAL MONEY TO P.O. 2000002671 TO PAY FOR EXPRESS RELATED TO THE CVD DISPARITIES GRANT #1 U01HL079 153-01. SAP PURCHASE ORDER# 2000002671 \$20,000.00 TOTAL
56. COOPER GREEN MERCY HOSPITAL INFORMATION TECHNOLOGY FROM MEDMINED, INC., BIRMINGHAM, AL, FOR PICIS HL7 INTERFACE BLUE CROSS PROJECT. REFERENCE SAP# 10000018557/1 \$15,000.00 TOTAL
SAP PURCHASE ORDER# 2000006223
57. ECONOMIC DEVELOPMENT WORKFORCE INVESTMENT FROM SOFTWARE HOUSE INTERNATIONAL, PHILADELPHIA, PA, FOR MICROSOFT OFFICE 2003 STANDARD FOR COMPUTER REPLACEMENT PURCHASE. REFERENCE SAP# 10000013768/1 \$5,287.93 TOTAL STATE OF ALABAMA CONTRACT# T-040
58. ROADS & TRANSPORTATIONBESSEMER SIGN SHOP FROM SOUTH ATLANTIC TRAFFIC CORPORATION, PINSON, AL, FOR 12 STEEL STRAIN TRAFFIC SIGNAL POLE 37' AND PARTS. REFERENCE SAP# 10000010595 \$50,988.00 TOTAL
59. ENVIRONMENTAL SERVICE FROM BERNEY OFFICE SOLUTION, BIRMINGHAM, AL, TO PAY FOR OUTSTANDING INVOICE FOR COPIER OVERAGE. SAP PURCHASE ORDER# 2000003023 \$1,097.14 TOTAL
REFERENCE BID# 255-06
60. ENVIRONMENTAL SERVICES CAHABA WWTP FROM CIBA SPECIALTY CHEMICALS.
SAP PURCHASE ORDER# 2000003227 \$40,000.00 TOTAL REFERENCE BID# 213-05
61. COOPER GREEN MERCY HOSPITAL (STORES) FROM CARDINAL HEALTHCARE, CHARLOTTE, NC, FOR MEDICAL GLOVES. SAP PURCHASE ORDER# 2000006252 \$6,562.50 TOTAL REFERENCE BID# 333-06
62. ROADS & TRANSPORTATION ADMINISTRATION FROM SURETY LAND TITLE, BIRMINGHAM, AL, FOR ATTORNEY FEES. APPROVED BY COMMISSION 12/5/06 IN MINUTE BOOK 152 PAGES 393-394.
SAP PURCHASE ORDER# 2000001448 \$3,800.00 TOTAL REFERENCE BID# 111-05
63. SHERIFF'S DEPARTMENT BIRMINGHAM FROM WALDREP STEWART & KENDRICK, LLC, BIRMINGHAM, AL, FOR ATTORNEY FEES. APPROVED BY COMMISSION 12/5/06 IN MINUTE BOOK 152 PAGES 393394.
SAP PURCHASE ORDER# 2000001448 \$100,000.00 TOTAL
RESOLUTION APPROVED BY THE COMMISSION 10/19/04 IN MINUTE BOOK 146 PAGE 223.
64. ADDENDUM TO ITEM # 28 CHANGE TOTAL FROM \$20,000.00 TO \$30,000.00.
65. FAMILY COURT BIRMINGHAM FROM BERNEY OFFICE SOLUTION, BIRMINGHAM, AL, TO PAY FOR OUTSTANDING INVOICE FOR COPIER OVERAGE. SAP PURCHASE ORDER# 2000000278 \$1,500.00
TOTAL

REFERENCE BID# 255-06

66.. PERSONNEL BOARD OF JEFFERSON COUNTY FROM PEOPLEAMDIN INC., AUSTIN, TX, TO PAY INVOICE
EXTENSION FOR ONLINE APPICATION SOFTWARE AND HOSTING SYSTEM FOR THE MONTH OF SEPTEMBER.

REFERENCE SAP # 1000014795 \$5,542.00 TOTAL SAP PURCHASE ORDER# 2000006276

REFERENCE BID# 159-04

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

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

JEFFERSON COUNTY COMMISSION
FINANCE DEPARTMENT
UNUSUAL DEMANDS
9/25/07

Profit Center	Vendor k	Name	Text	Business Area	Amount	Document No.
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Coroner Office	CORONER/MEDICAL EXAMINER	83.99	1900002978
District	11000193	JEFFERSON CO TREASURER	Petty Cash-Coroner Office	CORONER/MEDICAL EXAMINER	90.00	1900002980
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Coroner Office	CORONER/MEDICAL EXAMINER	34.95	1900002898
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Coroner Office	CORONER/MEDICAL EXAMINER	20.64	1900002979
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Coroner Office	CORONER/MEDICAL EXAMINER	59.90	1900003194
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Coroner Office	CORONER/MEDICAL EXAMINER	39.99	1900002284
District 1	1001591	PROGRESSIVE BUSINESS	Cancellation - Quality Managers Alert subscription	CGH: QUALITY MANAGEMENT	130.00	1900002516
District 1	1018778	WSK LLC	Townsend v. Jefferson county, et al-audio cassette	CGH: ADMINISTRATION	82.69	1900002559
District 2	1001699	LISA MEUSE	Class reimbursement for PMP Certification	INFO TECH: SYS DEV & ADMIN	405.00	1900002920
District 2	1004029	GEOSPATIAL INFORMATION &	MEMBERSHIP JOHN HALBERT	INFO TECH: SYS DEVELOP & ADMIN	125.00	1900003204
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-SWMA	STORMWATER MGT AUTHORITY INC	50.00	1900002751
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-SWMA	STORMWATER MGT AUTHORITY INC	47.89	1900002753
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-SWMA	STORMWATER MGT AUTHORITY INC	43.97	1900002754
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-SWMA	STORMWATER MGT AUTHORITY INC	8.38	1900003189
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-SWMA	STORMWATER MGT AUTHORITY INC	35.24	1900003191
District 3	1000193	JEFFERSON CO TREASURER	mondonna/petty cash/cleaning supp	STORMWATER MGT AUTHORITY INC	8.87	1900003188
District 3	11000193	JEFFERSON CO TREASURER	Petty Cash-Fleet Management	FLEET MGMT: ADMINISTRATION	498.65	1900003206
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-SWMA	STORMWATER MGT AUTHORITY INC	38.55	1900003190
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-SWMA	STORMWATER MGT AUTHORITY INC	44.55	1900003192
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-Land Development	LAND DEVELOPMENT	11.97	1900003013
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-Roads & Transportation	R&T: BRIDGE MAINT/CONSTR	125.73	1900003244
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-EMA	EMERGENCY MANAGEMENT AGENCY	78.51	1900002353
District 3	1003628	"GOVDEALS, INC"	Payment of on-line auction fees	FLEET MGMT AUCTION EQUIP ACQUI	970.31	1900002971
District 3	1018595	FIRST BAPTIST CHURCH OF	TOPICS Mt. Olive Rd. Tr 10 First Bapt Mt Olive	R&T: ADMINISTRATION	4,248.00	1900002776
District 4	1000164	COBBS ALLEN & HALL	Revenue-Notary Bond Renewal for Wanda Poore	REVENUE	84.00	1900002765
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-General Services	GEN SVCS: CRAFTS	245.00	1900002780
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Human Resources	HUMAN RESOURCES ADMIN	44.79	1900002758
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Revenue	REVENUE	155.12	1900002984
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Revenue	REVENUE	5.96	1900002985
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	FINANCE SEWER SERVICES	75.25	1900003186
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-General Services	GEN SVCS: ADMINISTRATION	130.52	1900003193
District 4	1000516	BRUCE THOMPSON	Travel Reimbursement	REVENUE	112.63	1900002752
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: TV INSPECTION & GROUTING	19.09	1900002771
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VILLAGE CREEK WWTP	99.95	1900002832
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: TURKEY CREEK WWTP	152.98	1900002759
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VILLAGE CREEK WWTP	178.98	1900002834
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: LEEDS WWTP	28.27	1900002858
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: CONSTRUCT SEWER LINE	35.64	1900002972
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	E5: FIVE MILE CREEK WWTP	5.49	1900002975
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: FIVE MILE CREEK WWTP	6.42	1900002976
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: FIVE MILE CREEK WWTP	79.06	1900002977
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VILLAGE ELECTRICAL SHOP	146.43	1900002903
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: CAHABA RIVER WWTP	116.09	1900002913
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: PACKAGE WWTP & PUMP STATIO	112.74	1900002901
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VALLEY CREEK WWTP	115.80	1900002926
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: CONSTRUCT SEWER LINE	25.70	1900002968
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	COMMISSIONER, DISTRICT 5	194.33	1900002991
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: TRUSSVILLE WWTP	9.94	1900003205
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: LEEDS WWTP	56.00	1900003136
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES:PACKAGE WWTP & PUMP STATIC	431.60	1900003197
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: PACKAGE WWTP & PUMP STATIC	245.83	1900003108
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: FIVE MILE CREEK WWTP	69.84	1900003195
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: PACKAGE WWTP & PUMP STATIC	271.74	1900003235
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VALLEY CREEK WWTP	405.00	1900003293
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: CONSTRUCT SEWER LINE	86.94	1900002517
District 5	1000993	TURNER BRCS CONSTRUCTION	Refund of Sewer Impact Fees 2 Fixtures	ES: SANITATION ADMINISTRATION	440.00	1900003210
District 5	1000993	TURNER BRCS CONSTRUCTION	Refund of Sewer Impact Fees 2 Fixtures	ES: SANITATION ADMINISTRATION	440.00	1900003209
District 5	1006020	THE BIRMINGHAM NEWS	B'ham News 2007-2008 Subscription Renewal	COMMUNITY DEVELOPMENT	148.80	1900002345
District 5	10018379	JEREMIAH HOMEBUILDERS LLC	Refund of Sewer Impact Fees 9 Fixtures	ES: SANITATION ADMINISTRATION	2,015.00	1900003207
District 5	10018381	M A KERNS	Refund of Sewer Impact Fees 3 Fixtures	ES: SANITATION ADMINISTRATION	665.00	1900003014
District 5	1018382	ADVANCE PLUMBING COMPANY	Refund of Sewer Tap Permit	ES: SANITATION ADMINISTRATION	40.00	1900003208
District 5	1008821	KUTAK ROCK LLP	2003-B-Services/Standby Warrant purchase agreement	ES: SANITATION ADMINISTRATION	3,000.00	1900003243
District 5	1008889	THE CARROLL & GREEN GRP INC	Refund of Sewer Impact Fees 1 Fixture	ES: SANITATION ADMINISTRATION	215.00	1900003220
District 5	1008890	TABS INC	Refund of Sewer Impact Fees 12.5 Fixtures	ES: SANITATION ADMINISTRATION	2,792.50	1900003221
Joint Responsibility	1000128	JEFF CO DEPUTY TREASURER	Petty Cash-Bessemer Sheriff	SHER ENFORCE-BESSEMER	103.68	1900002775
Joint Responsibility	1000128	JEFF CO DEPUTY TREASURER	Petty Cash-Bessemer Sheriff	SHER ENFORCE-BESSEMER	186.73	1900002849
Joint Responsibility	1000128	JEFF CO DEPUTY TREASURER	Petty Cash-Bessemer Jail	SHER CORRECT-BESSEMER	429.06	1900002307
Joint Responsibility	1000193	JEFFERSON CO TREASURER	Petty Cash-Sheriffs Dept	SHERIFF ENFORCE-BIRMINGHAM	93.20	1900003203
Joint Responsibility	1000193	JEFFERSON CO TREASURER	Petty Cash-Board of Equalization	BD OF EQUAL - SHAM STATE	8.00	1900003212
Joint Responsibility	1000193	JEFFERSON CO TREASURER	Petty Cash-Tax Assessor TAX ASSESS	BHAM ASSESSMENTS	115.05	1900003222
Joint Responsibility	1000734	REAL ESTATE RESEARCH CORP	RERC Annual Real Estate Report - subscription	BD BRAN STATE OF EQUAL	350.00	1900003237

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
10/2/2007

Point Cntr	Vendor#Name	Text	Business Area	Doc. #	Amount
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Cooper Green		19000033
				96	769.72
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Coroner	CORONER/MED EXAM	19000034
				98	66.90
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-General Services		19000035
				21	178.54
District 1	1001243	ALABAMA HOSPITAL ASSOC	AlaHA Membership Dues	CGH: ADMINISTRATION	1900003211 27,129.00
District 1	1001460	VALERIE JONES	Reimbursement For Employees Liability Insurance	CGH: ADMINISTRATION	1900003202 98.00
District 1	1001495	PATTY M HOYT	Teleconference @ CGH for Patty Hoyt-TRAVEL	CGH: ADMINISTRATION	1900002523 149.00
District 2	1000193	JEFFERSON CO TREASURER	Petty Cash-Information Technology	INFO TECH: NETWORK SUP	1900003535
	196.25				
District 2	1000193	JEFFERSON CO TREASURER	Petty Cash-Information Technology	INFO TECH: NETWORK SUP	1900003534
	219.56				
District 2	1000193	JEFFERSON CO TREASURER	Petty Cash-Information Technology	INFO TECH: NETWORK SUP	1900003536 40.96
District 2	1001535	WILLIE WRIGHT	Class	INFO TECH: SYS DEV/ADM	1900002922 405.00
District 2	1001952	DENISE CORBIN	Class reimbursement for PMP Certification	INFO TECH: SYS DEV/ADM	1900002923 405.00
District 2	1003394	LISA MAYS	Tuition reimbursement-Lisa Mays	INFO TECH: SYS DEV/ADM	1900003198 480.00
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-Roads & Transportation	R&T: HWY MAINT-KETONA	1900003236
	197.00				
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-Roads & Transportation	R&T: HWY MAINT-KETONA	19000003371
	90.00				
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-Roads & Transportation	R&T: HWY MAINT-KETONA	1900003301 90.00
District 3	1018695	PAULINE OZLEY	Safe Room Grant Rebate	EMA	1900002772
					3,187.52
District 3	1018963	BLAKE GOODWIN	Property owner used another contractor.	INSPECTION SERVICES	1900003550
			1,230.00		
District 4	1000104	REGIONAL PLANNING COMMISSION	RIDESHARE PROGRAM	FINANCE ADM	1900003232
					7,040.00
District 4	1000104	REGIONAL PLANNING COMMISSION	RIDESHARE PROGRAM	FINANCE ADMIN	1900003233
					8,804.83
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-General Services	GEN SVC CENTL LAUNDRY	1900002927 39.98
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-General Services	GEN SVCS: CRAFTS	19000032
				23	161.94
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-OSCS	SENIOR CITIZEN SERVICES	1900003300 31.80
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-OSCS	SENIOR CITIZEN SERVICES	1900003364 40.87
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-OSCS	SENIOR CITIZEN SERVICES	1900003365 52.99
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Revenue	REVENUE	19000032
				94	43.50
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	FINANCE SEWER SERVICES	1900003533
	164.70				
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Revenue	REVENUE	19000035
				24	56.71
District 4	1001003	WATTS REALTY CO INC	OVERPAYMENT ON ACCOUNT N5555-2820 L#7	FINANCE SEWER SERVICES	1900003393 911.64
District 4	1001323	AUNTIE LITTER & U S INC	AIR QUALITY	FINANCE ADMIN	1900003230
					2,500.00
District 4	1001325	LISA MCGOUGH	Tuition Reimbursement for Lisa McGough	REVENUE	1900002822
					792.00
District 4	1001615	SIROTE & PERMUTT P C	REFUND OVERPAYMENT ACCT N3152-3420 L#12	FINANCE SEWER SERVICES	1900003398 376.45
District 4	1001840	GRESHAM SMITH & PARTNERS	PROFESSIONAL SERVICES	FINANCE ADMIN	1900003231
					4,443.37
District 4	1005334	WALTER LEE WILLIAMS JR	REFUND OVERPAYMENT ACCT N3365-1425 L#1	FINANCE SEWER SERVICES	

	1900003399	20.19							
District 4	1005489	NREIS	REFUND OVERPAYMENT ACCT N2440-5760 L#1	FINANCE SEWER SER				19000034	
							00	142.77	
District 4	1006081	VPS1 INC	RIDESHARE PROGRAM	FINANCE ADMIN				19000036	
							07	24,968.59	
District 4	1006548	KENNETH BATTLES	REFUND OVERPAYMENT ACCT N5505-20 L#4	FINANCE SEWER SERVICES				1900003402	
	911.46								
District 4	1006575	URS CORPORATION	PROFESSIONAL SERVICES	FINANCE ADMIN				1900003606	
								37,596.78	
District 4	1006575	URS CORPORATION	RIDESHARE PROGRAM	FINANCE ADMIN				1900003605	
								60,008.49	
District 4	1018447	PARKWAY REALTY PROPERTY M	REFUND OVERPAYMENT ON ACCT N5321-5175 L#5	FINANCE SEWER SERVICES				1900003403	37.74
District 4	1018448	GENE W GRAY JR	REFUND OVERPAYMENT ON ACCT N6000-1595 L#15	FINANCE SEWER SERVICES				1900003404	20.98
District 4	1018449	W ALAN SUMMERS	REFUND OVERPAYMENT ACCT N5275-4725 L#6	FINANCE SEWER SERVICES				1900003405	30.00
District 4	1018450	RENEE KELLEY	REFUND OVERPAY ON FINAL BILL ACCT WO-46909	FINANCE SEWER SERVICES				1900003406	181.66
District 4	1018451	U S DEPT OF HOUSING & URBAN DE	REFUND OVERPAYMENT ACCT N5393-1125 L#1	FINANCE SEWER SERVICES				1900003407	62.69
District 4	1018452	JOSEPH M HIDEN	REFUND FOR LEAK ADJ ACCT 14-856002	FINANCE SEWER SERVICES				1900003409	121.26
District 4	1018453	LOUIS JOSOF	REFUND OVERPAYMENT ON ACCT N2070-1180	FINANCE SEWER SERVICES				1900003413	174.46
District 4	1018454	SVG PROP LLC-IDLEWILD	REFUND OVERPAYMENT ON ACCT N3425-1125	FINANCE SEWER SERVICES				1900003414	428.62
District 4	1018455	PAUL B WHITFIELD	REFUND OVERPAYMENT ON ACCT L-1-5051477	FINANCE SEWER SERVICES				1900003415	46.82
District 4	1018456	ROBERT AARON FIELDS	REFUND OVERPAYMENT ON ACCT WO-75733	FINANCE SEWER SERVICES				1900003416	5.81
District 4	1018457	DEWEY CLEVENGER	REFUND OVERPAYMENT ON ACCT N3535-6825 L#1	FINANCE SEWER SERVICES				1900003417	98.80
District 4	1018458	LAND AMERICA ONE STOP	REFUND OVERPAYMENT ON ACCT N3716-2265 L#4	FINANCE SEWER SERVICES				1900003418	169.15
District 4	1018688	LANCE BAILEY	REFUND OVERPAYMENT ON ACCT WO-11980 L# 19	FINANCE SEWER SERVICES				1900003419	195.57
District 4	1018689	U S BANK HOME MTG	REFUND OVERPAYMENT ON ACCT N1058-1570 L#1	FINANCE SEWER SERVICES				1900003421	339.49
District 4	1018690	DEREK & GWEN HAGAN	REFUND DUE TO LEAK ADJ ON ACCT N3540-3060	FINANCE SEWER SERVICES				1900003423	226.70
District 4	1018691	ROBERT L BUTLER	REFUND DUE TO PRIV METER ADJ ONT I-12-2527002	FINANCE SEWER SERVICES				1900003425	441.83
District 4	1018692	CARRIE HART	REIM 1 YR NOT ON SEWER DYE CK MAY 14, 2007	FINANCE SEWER SERVICES				1900003397	802.00
District 4	1018693	LEVER MICKENS	REFUND DUE TO LEAK ADJ ON N3506-3765 L#2	FINANCE SEWER SERVICES				1900003428	1,467.67
District 4	1018879	RESEARCH STRATEGIES	INVOICE 0016	FINANCE ADMIN				1900003242	4,350.95
District 4	1018882	BIG COMMUNICATIONS INC	2007 CLEAN AIR RADIO APANISH CONVERSION	FINANCE ADMINISTRATION				1900003225	10,781.24
District 4	1018882	BIG COMMUNICATIONS INC	INVOICE 2915	FINANCE ADMIN				19000032	812.50
District 4	1018882	BIG COMMUNICATIONS INC	RPC COMMUTE SMART TV 2007	FINANCE ADMINISTRATION				1900003224	21,978.97
District 4	1018882	BIG COMMUNICATIONS INC	MARKET SEGMENT REPORT	FINANCE ADMIN				1900003226	5,000.00
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: TURKEY CREEK WWTP				1900003238	43.02
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VALLEY CREEK WWTP				1900003308	243.46
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: PACKAGE WWTP & PUMP				1900003377	327.60
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: LEEDS WWTP				1900003520	19.21
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: CAHABA RIVER WWTP				1900003523	177.72
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: PACKAGE WWTP & PUMP				1900003530	151.01
District 5	1001326	MASSEY STOTSER & NICHOLS	ADDI PAYMENT FOR DEBBIE COPE	GOMM DEV HOME PROGRAM				1900003633	10,000.00
District 5	1018684	MOSLEY MART LLC	Refund of Grease Control Program Permit because	ES: BARTON LAB				1900003581	200.00
District 5	1018741	GABRIEL MONTANO	Refund of Grease Control Program Permit because	ES: BARTON LAB				1900003582	200.00
District 5	1018970	B C BUNDT	Refund of Grease Control Program Permit because	ES: BARTON LAB				1900003586	200.00
Joint Responsibility	1000009	CITY OF ADAMSVILLE	FY2006 SHARES TAX	NON-DEPT EXPEND				1900002992	3,631.69
Joint Responsibility	1000018	ALA STATE BAR FOUNDATION	Strickland Bar ID Number	ASB-3530-A55E	COUNTY ATTORNEY			1900002830	300.00

Joint Responsibility	100018	ALA STATE BAR FOUNDATION	Bar Dues ASB-8568-E47C	COUNTY ATTORNEY	1900003343	300.00
Joint Responsibility	100018	ALA STATE BAR FOUNDATION	Bar ID Number ASB-1228-E58J	COUNTY ATTORNEY	1900003344	300.00
Joint Responsibility	100018	ALA STATE BAR FOUNDATION	Bar ID Number ASB-3840-L72T	COUNTY ATTORNEY	1900003346	300.00
Joint Responsibility	1000097	BHAM BOARD OF EDUCATION	FY2006 SHARES TAX	NON-DEPT EXPEND	1900002996	573,469.74
Joint Responsibility	1000097	BHAM BOARD OF EDUCATION	FY2006 SHARES TAX	NON-DEPT EXPEND	1900002998	685,749.03
Joint Responsibility	1000097	BHAM BOARD OF EDUCATION	FY2006 SHARES TAX	NON-DEPT EXPEND	1900002999	439,031.99
Joint Responsibility	1000124	TOWN OF BROOKSIDE	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003004	76.15
Joint Responsibility	1000193	JEFFERSON CO TREASURER	Petty Cash-District Attorney	DA BHAM	1900003247	21.06
Joint Responsibility	1000193	JEFFERSON CO TREASURER	Petty Cash-Sheriffs Dept	SHERIFF ENF-BHAM	1900003380	158.54
Joint Responsibility	1000276	CITY OF HOMEWOOD	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003010	140,970.16
Joint Responsibility	1000277	CITY OF HOOVER - FINANCE	DEPT FY2006 SHARES TAX	NON-DEPT EXPEND	1900003152	156,646.29
Joint Responsibility	1000279	HOOVER CITY BD OF ED	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003012	96,432.95
Joint Responsibility	1000279	HOOVER CITY BD OF ED	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003011	78,613.68
Joint Responsibility	1000312	JEFF CO BD OF EDUCATION	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003156	358,471.53
Joint Responsibility	1000312	JEFF CO BD OF EDUCATION	FY2006 SHARES TAX	NON-DEPT EXPENDS	1900003155	108,821.66
Joint Responsibility	1000312	JEFF CO BD OF EDUCATION	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003157	456,627.46
Joint Responsibility	1000313	JEFF CO SHERIFFS DEPT	Refund 100.00 mistakenly deposited	SHERIFF ENFORCE-BHAM	1900003213	100.00
Joint Responsibility	1000313	JEFF CO SHERIFFS DEPT	Investigative Reimbursement for 8/1/07-9/8/07	SHERIFF ENFORCE-BHAM	1900003596	17,998.10
Joint Responsibility	1000330	TOWN OF KIMBERLY	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003158	272.48
Joint Responsibility	1000385	CITY OF MOUNTAIN BROOK	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003169	104,229.68
Joint Responsibility	1000509	TOWN OF SYLVAN SPRINGS	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003173	21.12
Joint Responsibility	1000527	CITY OF TRUSSVILLE	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003177	4,159.44
Joint Responsibility	1000548	CITY OF VESTAVIA HILLS	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003178	105,774.26
Joint Responsibility	1000647	BESSEMER BD OF EDUCATION	FY2006 SHARES TAX	NON-DEPT EXPEND	1900002993	28,147.87
Joint Responsibility	1000647	BESSEMER BD OF EDUCATION	FY2006 SHARES TAX	NON-DEPT EXPEND	1900002994	51,217.46
Joint Responsibility	1000663	TARRANT CITY BOARD OF	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003175	14,479.05
Joint Responsibility	1000663	TARRANT CITY BOARD OF	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003174	21,234.25
Joint Responsibility	1000667	HOMEWOOD BD OF EDUCATION	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003007	34,807.43
Joint Responsibility	1000667	HOMEWOOD BD OF EDUCATION	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003008	58,324.62
Joint Responsibility	1000667	HOMEWOOD BD OF EDUCATION	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003009	36,571.51
Joint Responsibility	1000900	MT OLIVE FIRE &	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003170	2,369.85
Joint Responsibility	1001831	MIDFIELD BD OF EDUCATION	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003161	5,909.54
Joint Responsibility	1001831	MIDFIELD BD OF EDUCATION	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003160	3,517.56
Joint Responsibility	1001831	MIDFIELD BD OF EDUCATION	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003162	15,248.44
Joint Responsibility	1001982	VESTAVIA BD OF EDUCATION	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003180	47,073.26
Joint Responsibility	1001982	VESTAVIA BD OF EDUCATION	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003179	31,892.43
Joint Responsibility	1002037	MOUNTAIN BROOK BD OF	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003167	50,948.73
Joint Responsibility	1002037	MOUNTAIN BROOK BD OF	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003165	16,351.82
Joint Responsibility	1002037	MOUNTAIN BROOK BD OF	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003168	42,931.75
Joint Responsibility	1002037	MOUNTAIN BROOK BD OF	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003166	27,264.43
Joint Responsibility	1002548	ALA EMERGENCY MANAGEMENT	overpmt project PDM-C-PJ-04-AL-2003-004	NON-DEPT EXPENDITURES	1900003217	3,761.46
Joint Responsibility	1002719	FAIRFIELD BD OF EDUCATION	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003002	6,335.91
Joint Responsibility	1002719	FAIRFIELD BD OF EDUCATION	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003003	24,506.29
Joint Responsibility	1003522	MARTY ALBER	Mileage reimbursement-MartyAlber	PER BD: TESTING	1900003298	449.55
Joint Responsibility	1004365	JUSTIN L WOLFE	Tuition Reimbursement for Justin Wolfe	PER BD: TESTING	1900002986	510.00
Joint Responsibility	1004950	YUMIKA PATTON	Tuition Reimbursement for YumikaPatton	PER BD WKFORCE DEV/APPLI	1900003299	510.00
Joint Responsibility	1005156	GERALD CLIFF	Reimbursement to Assessor - Gerald Cliff	PER BD: TESTING	1900003339	125.00
Joint Responsibility	1006236	ANDY WOODARD	Mileage Reimbursement for Andy Woodard for 08/2007	SHERIFF ENFORCE-BHAM	1900003599	
Joint Responsibility	1006351	ERIC MIDDLETON	Reimbursement to Assessor - Eric Middleton	PER BD: TESTING	1900003359	330.33
Joint Responsibility	1007046	CITY OF BHAM	FY2006 SHARES TAX	NON-DEPT EXPEND	1900003000	2,675,996.34
Joint Responsibility	1018464	ROSS LOVE	Reimbursement to Assessor - Ross Love	PER BD: TESTING	1900003628	207.77
Joint Responsibility	1018895	BRIAN TOOLEY	Reimbursement to Assessor- Brian Tooley	PER BD: TESTING	1900003302	125.00
Joint Responsibility	1018896	THETUS KNOX	Reimbursement to Assessor - Thetus Knox	PER BD: TESTING	1900003303	249.74
Joint Responsibility	1018897	ROBERT GREEN	Reimbursement to Assessor - Robert Green	PER BD: TESTING	1900003306	125.00
Joint Responsibility	1018898	JOHN CONLEY	Reimbursement to Assessor - John Conley	PER BD: TESTING	1900003307	142.02
Joint Responsibility	1018899	DELSA BUSH	Reimbursement to Assessor- Delsa Bush	PER BD: TESTING	1900003345	125.00
Joint Responsibility	1018900	WILLIAM C BLACKBURN	Reimbursement to Assessor- William C. Blackburn	PER BD: TESTING	1900003347	125.00
Joint Responsibility	1018901	ADRIENNE WYNN	Reimbursement to Assessor-Adrienne Wynn	PER BD: TESTING	1900003348	182.72
Joint Responsibility	1018902	ANGELA WEYLER	Reimbursement to Assessor - Angela Weyler	PER BD: TESTING	1900003349	250.14
Joint Responsibility	1018903	NICOLE WALDEN	Reimbursement to Assessor- Nicole Walden	PER BD: TESTING	1900003350	125.00
Joint Responsibility	1018904	DAVID WALDEN	Reimbursement to Assessor - David Walden	PER BD: TESTING	1900003351	277.28
Joint Responsibility	1018905	LUCY POLSINELLI	Reimbursement to Assessor- Lucy Polsinelli	PER BD: TESTING	1900003352	344.91
Joint Responsibility	1018906	DANIELA TALMELLI	Reimbursement to Assessor- Daniela Talmelli	PER BD: TESTING	1900003354	125.00
Joint Responsibility	1018907	COREY STEINMAN	Reimbursement to Assessor- Corey Steinman	PER BD: TESTING	1900003355	226.80
Joint Responsibility	1018908	SARAH PAPPACHAN	Reimbursement to Assessor- Sarah Pappachan	PER BD: TESTING	1900003356	131.08
Joint Responsibility	1018909	BILLY PAGE	Reimbursement to Assessor - Billy Page	PER BD: TESTING	1900003357	248.12
Joint Responsibility	1018910	MARYLEE MORRISON	Reimbursement to Assessor- Marylee Morrison	PER BD: TESTING	1900003358	315.76
Joint Responsibility	1018912	HENRY MADRID	Reimbursement to Assessor- Henry Madrid	PER BD: TESTING	1900003360	125.00
Joint Responsibility	1018913	WILLIAM BONNER	Reimbursement to Assessor- William Bonner	PER BD: TESTING	1900003361	141.20
Joint Responsibility	1018914	JAMES GUZAK	Reimbursement to Assessor - James Guzak	PER BD: TESTING	1900003615	164.69
Joint Responsibility	1018915	CHRIS COUGHLIN	Reimbursement to Assessor- Chris Coughlin	PER BD: TESTING	1900003616	361.71
Joint Responsibility	1018916	LINDSEY GEORGE	Reimbursement to Assessor- Lindsey George	PER BD: TESTING	1900003618	100.00
Joint Responsibility	1018917	NICOLE GILLEN	Reimbursement to Assessor- Nicole Gillen	PER BD: TESTING	1900003619	100.00
Joint Responsibility	1018918	BRITTANY GRIER	Reimbursement to Assessor- Brittany Grier	PER BD: TESTING	1900003620	100.00
Joint Responsibility	1018919	CRAIG REDDOCK	Reimbursement to Assessor- Craig Reddock	PER BD: TESTING	1900003623	270.27
Joint Responsibility	1018920	MONICA VILLA	Reimbursement to Assessor- Monica Villa	PER BD: TESTING	1900003624	415.70
Joint Responsibility	1018923	LUISA MANN	Reimbursement to Assessor- Luisa Mann	PER BD: TESTING	1900003626	91.53
Joint Responsibility	1018924	ASHANTI EDWARDS	Reimbursement to Assessor -Ashanti Edwards	PER BD: TESTING	1900003631	226.80
Joint Responsibility	1018997	KYLA-GAYE BARRETT	Reimbursement to Assessor -Kyla-Gaye Barrett	PER BD: TESTING	1900003685	125.00
Joint Responsibility	1018998	YOLANDO DILLION-BREWER	Reimbursement to Assessor -Yolando Dillion-Brewer	PER BD: TESTING	1900003687	185.38
Joint Responsibility	1018999	BHAVNA SHARMA	Reimbursement to Assessor -Bhavna Sharma	PER BD: TESTING	1900003686	303.46

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

REQUEST FOR CERTIFICATION

Finance - Administration

Director of Finance - regular & provisional

Department of Revenue - Birmingham Division
Revenue Examiner - regular & provisional
Tax Collector - Bessemer
Tax Agent - regular & provisional

Probate Court
Probate Court Coordinator - regular and provisional

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

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Fleet Management \$12,937.50
Increase revenue and expenditures to record auction proceeds. No Additional Funds Required.
2. Jefferson Rehabilitation & Health Center \$100,000
Shift funds from salaries to cover various operating expenses. No Additional Funds Required.
3. Jefferson Rehabilitation & Health Center \$18,000
Shift funds from salaries to cover various operating expenses. No Additional Funds Required.

B. OTHER BUDGET TRANSACTIONS

4. Commission Support \$545,612
Shift funds from the General Fund to cover the cost of the Bearing Point change request approved September 11, 2007. No Additional Funds Required.

C. FOR INFORMATION ONLY

Sheriff's Department \$0
Shift a Captain position within the department. No Additional Funds Required.

Personnel Board \$0
Delete a Part-time Webmaster (Gr. 28) position. Annual savings \$70,782. No Additional Funds Required.

Personnel Board \$6,450
Add purchasing memorandum to purchase folder/sealer equipment. 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, Humphryes and Smoot.

Oct-2-2007-1213

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

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

Oct-2-2007-1214

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to sign 17 agreements with the Birmingham Water Works Board for an extension of water main lines for the following locations: Briarcliff Road, Bone Dry Road, Cedar Hill Road, Frontier Trail, Horse Trial Lane, Jim Reid Road, Pleasant Valley Drive (Skyline Drive), Rocky Branch Road, and Swann Road. The agreements amount to \$966,398.00 and will be paid with EPA, CDBG, and match funds. No additional funds are required.

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

Oct-2-2007-1215

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to sign an agreement with Bessemer Utilities for an extension of water main lines. This agreement will allow Community Development to construct water main lines in the area of Timberlake Road that will connect to the Bessemer Utilities water system at an estimated cost of \$119,350.00. The construction of this project will be paid with EPA and match funds. No additional funds are required.

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

Oct-2-2007-1216

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to sign an agreement with the City of Graysville for an extension of water main lines. This agreement will allow Community Development to construct water main lines in the area of Bluff Creek Ridge Road that will connect to the Graysville water system at an estimated cost of \$157,059.50. The construction of this project will be paid with EPA and match funds. No additional funds are required.

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

Oct-2-2007-1217

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to sign an agreement with Warrior River Water Authority for an extension of water main lines. This agreement will allow Community Development to construct water main lines in the area of Serene Lake Road that will connect to the Warrior River Water Authority system at an estimated cost of \$313,853.52. The construction of this project will be paid with EPA and match funds. No additional funds are required.

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

Oct-2-2007-1218

WHEREAS, Jefferson County, Alabama (County) executed an agreement on February 7, 2006 with Greater Birmingham Habitat for Humanity for the development and implementation of a year-round volunteer based housing rehabilitation program; and

WHEREAS, the responsible implementation of this program necessitates adjustments to the existing agreement including the extension of the term of the existing agreement until 9/30/08.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that Amendment #3 to the Agreement between Jefferson County and the Greater Birmingham Habitat for Humanity for the development and implementation of the YearRound Volunteer Based Housing Rehabilitation Program is hereby approved and the Commission President is authorized to sign said Amendment.

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

Oct-2-2007-1219

WHEREAS, Jefferson County, Alabama (County) has applied for and received funding under the United States Department of Housing Community Development Block Grant or CDBG program; and

WHEREAS, Jefferson County authorized in its year 2006 Annual Plan the use of a portion of its annual grant for Housing Rehabilitation Activities pursuant to 24 CFR 570 of the CDBG regulations; and

WHEREAS, said Annual Plan authorizes the funding of Volunteer Based Housing Rehabilitation Program initiatives allowable as part of its Housing Rehabilitation Activities; and

WHEREAS, the COUNTY is desirous of obtaining the services of the Greater Birmingham Habitat for Humanity to provide needed home repairs under the Volunteer Based Housing Rehabilitation Program.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Agreement between Jefferson County and the Birmingham Baptist Association Foundation in the amount of \$195,000.00, to be paid for with CDBG and Non-Federal Funds is hereby approved and the Commission President is authorized to sign said Agreement.

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

Oct-2-2007-1220

WHEREAS, a mortgage was executed by Velma Williams dated June 4, 1991, and recorded in Real 841 Page 227 in the Probate Office of Jefferson County, Alabama; and

WHEREAS, the owner(s) have fulfilled all obligations stipulated in the mortgage and have not defaulted on said mortgage and the loan has been repaid in full.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that a Full Satisfaction of Mortgage 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 Mortgage on behalf of the County.

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, BETTYE FINE COLLINS, AS PRESIDENT OF JEFFERSON COUNTY COMMISSION FOR JEFFERSON COUNTY, ALABAMA, does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by Velma Williams, dated June 4, 1991 and recorded in Real 841 Page 227 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 day of 2007.

Jefferson County, Alabama, a body politic
Bettye Fine Collins, President
Jefferson County Commission

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

Oct-2-2007-1221

WHEREAS, a mortgage was executed by Velma Williams dated April 11, 1995, and recorded in Real 1090 Page 045 in the Probate Office of Jefferson County, Alabama; and

WHEREAS, the owner(s) have fulfilled all obligations stipulated in the mortgage and have not defaulted on said mortgage and the loan has been repaid in full.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that a Full Satisfaction of Mortgage 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 Mortgage on behalf of the County.

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, BETTYE FINE COLLINS, AS PRESIDENT OF JEFFERSON COUNTY COMMISSION FOR JEFFERSON COUNTY, ALABAMA, does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by Velma Williams, dated April 11, 1995 and recorded in Real 1090 Page 045 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 day of , 2007.

Jefferson County, Alabama, a body politic
Bettye Fine Collins, President
Jefferson County Commission

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

Oct-2-2007-1222

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 Change Order Number One (1) to the Construction Agreement for the Fairfield Community Center (Senior Activities Building) Addition (CD05-03A-A01M1-FFD), dated January 30, 2007, between Jefferson County, Alabama and Rainbow Building Co., Inc.

The purpose of Change Order Number One (1) is to increase the construction time an additional ninety (90) calendar days. The new completion date will be October 28, 2007. There are no costs associated with this change order. This project is from the Program Year 2005.

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

Oct-2-2007-1223

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 Economic and Community Affairs to accept an incentive grant of \$76,000. No additional funds needed.

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

Oct-2-2007-1224

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 Economic and Community Affairs to increase the administrative cost from 5% to 6.5% and the agreement amount from \$50,000 to \$50,715 for processing the needs-based stipends for WIA participants for Program Year 2007-2008. This agreement includes Adult and Dislocated Worker stipends. All cost will be paid from federal funds. No County funds are involved.

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

Oct-2-2007-1225

Be it resolved by the Jefferson County Commission that the President be and hereby is authorized to execute a Conditional Consent to Encroachment and Release of Damages Agreement between Jefferson County and Crystal Homes, Incorporated regarding an encroachment within a County sanitary sewer easement. There is no cost to the County associated with said agreement.

CONDITIONAL CONSENT TO ENCROACHMENT AND RELEASE OF DAMAGES

THIS AGREEMENT made as of the 23rd day of August, 20 7, by and between JEFFERSON COUNTY, ALABAMA (the "County" and between Jefferson County, Alabama (the "County") and Crystal Homes, Inc. (whether one or more, collectively, the "Owner").

RECITALS:

Owner is the owner of real property located at 4434 Village Green Way, Hoover, AL 35226, more particularly described as Lot 205, the final plat of Phase Five, recorded at MB 39, Page 86 in the Probate Office of Jefferson County, Alabama, and has installed a screen porch and deck that overhangs the sewer easement plus or minus 6 inches (collectively "Improvements") partially within the County's sanitary sewer easement as created and reserved by Plat (the "Easement"). Owner and County mutually desire to enter into this Agreement to address the encroachment of the Improvements within the Easement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the mutual agreements herein, the parties agree as follows:

1. In consideration of the mutual agreements herein, Owner agrees that the County may utilize the Easement for all intended purposes of the Easement, including, without limitation, any installation, repair, maintenance or replacement of sanitary sewer lines (collectively, the "Easement Rights"). Should the County deem it necessary to remove or disturb any of the Improvements in order to utilize the Easement for its intended purposes or exercise the Easement Rights, the County may do so at any time in its discretion, and the reasonable methodology for installation, repair maintenance or replacement of sewer lines is totally at the discretion of the County and its Department of Environmental Services. The responsibility for the replacement of Owner's Improvements or personal property or for any repairs to personal property or the Improvements and the cost of any such repairs will be borne solely by the Owner. Owner fully and forever releases and discharges the County from any and all liability, cost, damage or expense to the Improvements suffered or incurred by Owner as a result of the County's exercise of its Easement Rights.
2. Subject to the foregoing agreements of Owner and the terms of this Agreement, the County grants Owner a license to continue the existing encroachment of the existing Improvements and no other or greater or further improvements or encroachment whatsoever. No such past, present or future encroachment whatsoever will constitute an adverse possession by Owner of the Easement or Easement Rights or constitute any form of waiver or abandonment of all or any part of the Easement or of any Easement Rights.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
4. This Agreement together with the Easement constitutes the full and complete agreement of the parties with respect to the subject

matter hereof, supersedes all prior discussions, correspondence and agreements with respect to the subject matter hereof and cannot be modified or amended except by a subsequent written agreement signed by Owner and the County.

5. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first set forth above.

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins

Its: President

Crystal Springs Homes, Inc.

James B. Wagner, Jr.

Its: President

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

Oct-2-2007-1226

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Administrative Order 07-3 be and hereby is approved.

ADMINISTRATIVE ORDER
OF THE
JEFFERSON COUNTY COMMISSION
07-3

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

PURPOSE

To establish a policy and procedure for the Jefferson County Commission to allow for private citizens' use of Jefferson County Courthouse facilities and property for public purposes.

I. POLICY

It shall be the policy of the Jefferson County Commission that use of designated public forum and all other areas in and around Jefferson County Courthouse facilities and property by private citizens shall be at the sole discretion of the County Commission subject to the procedures set forth herein. The proposed use must be for a public purpose. Any proposed use that may threaten Courthouse security, interfere with access to a Courthouse facility, impede the conduct of business or endanger persons or County property may be denied. II. II. DEFINITIONS

The following definitions shall apply for purposes of this Order:

1. Courthouse Facilities All of the Jefferson County Courthouse facilities consisting of:
 - a. Main Birmingham Courthouse and Parking Lot.
 - b. Bessemer Courthouse.
 - c. All Satellite Courthouses (i.e. Center Point, Forestdale, Gardendale, Homewood).
2. Other Areas All other Jefferson County property, real and/or personal, including, but not limited to, Cooper Green Hospital, Jefferson Rehabilitation and Health Center, Camp Ketona, Camp Bessemer, all Waste Water Treatment Plants, parking decks, etc.
3. Public Forum Area That part of the interior or exterior of the Courthouse facility that is designated for public forum use. Only the following are designated as public forum areas: the outside Main Birmingham Courthouse steps.
4. Use Any public purpose use of a designated public forum or other area such as a demonstration, protest, commercial use, entertainment, performance, religious ceremony, etc. by a private citizen.

III. PROCEDURE

It is the responsibility of the Jefferson County Commission to maintain and keep secure all County property including Courthouse facilities under its jurisdiction. Any individual, group, organization or other legal entity desiring to use any public forum or other area as defined herein for a public purpose shall first complete and submit a written request to the Director of General Services (hereinafter "Director") on the form prescribed herein. The Director shall approve or disapprove the request and shall specify the public forum or other location and time and duration of such use. In the event that there are any costs associated with the request, the Director shall so

inform the applicant. In the event that the request is denied, the applicant may appeal the Director's decision to the County Commission for determination. The County Commission may approve or disapprove the request in its discretion.

IV. EFFECTIVE DATE

This Administrative Order shall be effective , 2007.

DONE and ORDERED at the Jefferson County Courthouse, this 2nd day of October, 2007.

BETTYE FINE COLLINS, President Jefferson County Commission

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

Oct-2-2007-1227

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Bunny Stokes be appointed to his second term on the Jefferson County Housing Authority, beginning upon approval and end on 9/30/2012.

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

Oct-2-2007-1228

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Virginia Doyle to provide secretarial works and receptionist duties as needed in the office of Commissioner Bettye Fine Collins beginning October 2, 2007 and ending September 30, 2008 in the amount of \$17.50 per hour.

CONTRACT

WHEREAS, Jefferson County, Alabama, herein called "the County", desires to contract for services; and

WHEREAS, the undersigned Virginia Doyle, herein called "the Contractee", desires to furnish services to the County.

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

1. The County shall pay to Virginia Doyle, the sum of Seventeen and 50/100 dollars (\$17.50) per hour.
2. The term of this agreement shall be October 2, 2007 through September 30, 2008, provided however, either party may terminate this agreement at any time.
3. The duties of the Contractee shall include the following:
Secretarial work and receptionist duties in the office of Commissioner Bettye Fine Collins, as needed.
4. OTHER BENEFITS AND COMPENSATION: There are no other benefits or compensation except as listed in paragraph 1, above.
5. WORKMEN'S COMPENSATION, FICA taxes, Occupational taxes, all applicable FEDERAL, STATE, and local taxes: The Contractee acknowledges and understands that the performance of this contract is an independent contractor and as such, the Contractee is obligated for workmen's compensation, FICA taxes, occupational taxes, etc., and that the County will not be obligated for same under this contract.
6. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, or handicap of resident and/or other staff involved.
7. Upon execution of contract, the Contractee shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.

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

JEFFERSON COUNTY, ALABAMA

Virginia Doyle, Contractee

Bettye Fine Collins, President

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

Oct-2-2007-1229

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Barfield, Murphy, Shank & Smith, P. C. to assist the Finance Department with assembling financial records for the County's year-end financial closing statements, to be sent to the State, in the amount of \$114,500.

FINANCIAL SERVICES RENEWAL AGREEMENT

This Financial Services Renewal Agreement between the Jefferson County Commission by and through the Finance Department and Barfield, Murphy, Shank & Smith, P.C. renews the term of the Financial Services Agreement dated October 11, 2006, and approved by the Jefferson County Commission on 11-21-06, MB 152, Page(s) 363-365, for an additional 12 months from October 1, 2007 through September 30, 2008, with the following changes to the original Contract:

Under Item 2 "Scope of Services" add the following:

At the conclusion of your September 30, 2007 compilation engagement, the County expects the following items to be delivered to the Jefferson County Director of Finance:

- Financial Statements with compilation report hard copy and electronic file (Microsoft Word)
- Final, adjusted electronic trial balances for each fund (downloadable format in Microsoft Excel)
- Summary of adjustments (downloadable format in Microsoft Excel)
- Supporting schedules itemized by fund for all footnote disclosure items (Microsoft Word or Excel, as applicable)

Additionally, the County expects Contractor's personnel to be available to respond to any questions posed by Jefferson County personnel or our external auditors.

Under Item 4 "Compensation" change the hourly rates as follows:

Shareholder	From: \$215.00 per hour	To: \$225.00 per hour
Senior Manager	From: \$145.00 per hour	To: \$165.00 per hour
Manager	From: \$110.00 per hour	To: \$115.00 per hour
Senior	From: \$95.00 per hour	To: \$100.00 per hour
Staff	From: \$85.00 per hour	To: \$90.00 per hour

These rates extend the not to exceed total rate from \$107,000.00 to \$114,500.00.

IN WITNESS WHEREOF, the Parties have executed this agreement the day of , 2007.

JEFFERSON COUNTY COMMISSION

CONTRACTOR

By: Bettye Fine Collins

By:

Its: President

Its:

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

Oct-2-2007-1230

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Warren, Averett, Kimbrough & Marino, LLC to assist the County in substantiating the validity of transactions entered into by the Jefferson Metropolitan Health Care Authority through the year ending September 30, 2007, in an amount estimated to be \$38,500.

WARREN, AVERETT, KIMBROUGH & MARINO, LLC

TERMS OF ENGAGEMENT

SEPTEMBER 20, 2007

1. ENGAGEMENT: Warren, Averett, Kimbrough & Marino, LLC and its affiliates (Warren Averett) are pleased to confirm our understanding of the services we are to provide for the Jefferson County Commission (the County). This agreement confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

2. SERVICES PROVIDED: We will apply the agreed-upon procedures which the County has specified, listed in the schedule of agreed-upon procedures below, related to the transactions of the Jefferson Metropolitan Health Care Authority (the Authority) since its inception on December 19, 2003 through the year ended September 30, 2007. This engagement is solely to assist the County in

substantiating the validity of the transactions entered into by the Authority. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination, we will not express an opinion on the Authority's financial statements. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the County and the Commissioners, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the presentation of the summary schedule of transactions; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are also responsible for management decisions and functions; for designating an individual with suitable skill, knowledge, and/or experience to oversee other non-attest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

3. FEES: Our fees for these services will generally be billed on an hourly basis based on the attached schedule, together with any out-of-pocket costs. The fees are estimated to be between \$27,000 and \$38,500, based on estimated hours of between 140 and 200.

4. BILLING: Invoices are due within 30 days of invoice date. In the event that payment is not received within 30 days of the due date, the County will be assessed interest charges of 1.5% per month on the unpaid balance. We reserve the right to suspend or terminate our work due to nonpayment.

5. LEGAL FEES: In addition to the fees for services described in this agreement, the County agrees to pay legal fees incurred by WAKM in responding to any third party request for production and/or subpoenas related to your records and our work done for you in connection with an engagement thereon.

6. LIABILITY: Warren Averett's maximum liability to the County for any reason, shall be limited to the fees paid by the County for the services or work product giving rise to the liability except and to the extent finally determined to have resulted from our gross negligence or our willful misconduct.

7. INDEMNITY: The County agrees to release, defend, indemnify and hold Warren Averett and its members, officers and employees and the respective heirs, executors, personal representatives, successors, and assigns of each of them harmless from any and all claims which arise from knowing misrepresentations to Warren Averett by the County, or intentional withholding or concealment of information from Warren Averett by the County.

8. ALTERNATIVE DISPUTE RESOLUTION: By signing this agreement both parties agree to submit to mediation at the option of either party for the resolution of any disputes or claims.

9. INVALIDATION In the event that any portion of this agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this agreement.

CLIENT SIGNATURE: If the foregoing is in accordance with the County understanding, please sign the copy of this letter in the space provided and return it to us.

Acknowledged:

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

Oct-2-2007-1231

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is authorized to transfer \$545,612 from the General Fund (100000000) to the Capital Improvement Fund (4021000000) to cover the contract approved 9/11/07 with BearingPoint.

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

Oct-2-2007-1232

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Change Order No. 1 to the Agreement between Jefferson County, Alabama and Roof Craft Systems, Inc. for the roof replacement at Shades Valley WWTP which will reduce the agreement amount by \$3,443 and will close-out the agreement.

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

Oct-2-2007-1233

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama and Advanced Imaging Solutions, Inc. to add a paragraph that was omitted on the original contract.

AMENDMENT TO CONTRACT

CONTRACT #CGH070430

AMENDMENT #1

This Amendment to Contract entered into this 15th day of August, 2007, by and between Jefferson County, Alabama through the General Services Department (hereinafter referred to as "The Jefferson County Commission") and Advanced Imaging Solutions, Inc. (hereinafter referred to as the "Contractor").

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties entered into and approved by the Commission at Minute Book 154, Page(s) 117-119, on 073107, and made part of this amendment by reference, is hereby amended as follows:

Add the following statement to the Contract:

"This Contract results from Jefferson County's Request for Proposal No. 194-07, dated March 19, 2007. the terms of which are included herein by reference."

Reason: This statement was left off the original contract.

Jefferson County Commission

Contractor

Bettye Fine Collins, President

David J. Stopak, VP Sales & Service

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

Oct-2-2007-1234

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Change Order No. 1 to the Agreement between Jefferson County, Alabama and C & N Contractors, Inc. for the Mt. Olive Community Center Project which will reduce the agreement amount by \$837 and close-out the agreement.

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

Oct-2-2007-1235

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Sprint Solutions, Inc. for installation of an antennae system at Family Court, located at 120 2nd Court North, Birmingham, AL 35204, to enhance wireless telecommunications with the building free of charge. Sprint will retain exclusive ownership of the equipment.

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

Oct-2-2007-1236

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Agreement between Jefferson County, Alabama and Jefferson-Blount-St. Clair Mental Health Services to provide mental health services at Jefferson County Family Court for FY2007-2008 in an amount not to exceed \$329,750.

AGREEMENT

This agreement entered into this 15th day of August, 2007, by and between Jefferson County, Alabama through the Family Court of Jefferson County (hereinafter referred to as "the Jefferson County Commission) and Jefferson-Blount-St. 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 and up to .30 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, 2007 through September 30, 2008 or until \$329,750.00 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 \$329,750.00. 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 \$27,479.16 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 20072008.

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 carry 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 Langford seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Langford, Smoot, Carns, Collins and Humphries.

Oct-2-2007-1237

BE IT RESOLVED, that the Jefferson County Commission accepts the proposal of Cobbs, Allen, and Hall, broker; Great American Insurance Company, insuring company, to provide Property and Boiler & Machinery insurance coverage for an annual premium of \$624,246.00 for the period of October 1, 2007 through September 30, 2008.

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

Oct-2-2007-1238

WHEREAS, The Jefferson County Commission on June 1, 2006 approved a contract with The Standard to provide "Basic" Life and Accidental Death and Dismemberment coverage, and "Voluntary" Life and Accidental Death and Dismemberment coverage for Jefferson County employees (Group Number: 643221 - A&B); and

WHEREAS, The Standard currently allows The Jefferson County Commission an Initial Rate Guarantee Period from October 1, 2007 to June 1, 2008 (Group Number: 643221 - A&B).

NOW, THEREFORE, BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION approves the extension of the contract with The Standard for Life and Accidental Death and Dismemberment insurance from October 1, 2007 June 1, 2008 to October 1, 2007 September 30, 2008.

Request for Group Insurance Amendment

Standard Insurance Company
900 SW Fifth Avenue
Portland, OR 97204-1282
Employee Benefits Consultant: BRIAN ASKELSON
Employee Benefits Service Representative: JOYCE SIMS, CEBS
Employee Benefits Sales and Service Office: BIRMINGHAM, AL
Employer Name: Jefferson County Commission Group Number: 64322 - 1A & B

As an authorized representative of the Employer, I request that Standard Insurance Company ("The Standard") amend the above Employer's coverage under the Group Policy to make the following change(s):

The Premium Rates and Renewal portion of the Coverage Features is amended to include the following: Initial Rate Guarantee Period, until: October 1, 2008.

I request that the amendment become effective on 5/1/2007. I understand that the amendment will not become effective unless approved and issued by The Standard.

I request that the amendment be approved by The Standard subject to The Standard's usual underwriting requirements, including, if applicable, Evidence of Insurability or a Preexisting Condition provision.

I understand that the amendment, if approved by The Standard, will be issued in the policy language customarily used by The Standard.

I understand that any increase in Insurance for a Member who is not Actively At Work all day on the Member's last regular work day before the scheduled effective date of the amendment will be deferred until the first day after the Member completes one full day of Active Work.

I request that the amendment, if approved and issued by The Standard, become effective by its terms without any further acceptance by the Employer, and that a copy of this Request for Group Insurance Amendment form be attached to and made a part of the amendment.

Sign Name: Title:

Authorized Representative

Print Name: Date:

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

Oct-2-2007-1239

WHEREAS, The Jefferson County Commission on June 1, 2006 approved a contract with The Standard to provide "Basic" Life

and Accidental Death and Dismemberment insurance, and "Voluntary" Accidental Death and Dismemberment coverage for Jefferson County "active" employees (Group Number: 643221 - A&B); and

WHEREAS, The Jefferson County Commission also provides Basic Life insurance only to a group of Retired Judges and State Court Employees ("Closed Class" see attachment) who are not defined by The Standard contract as "active" employees.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the existing contract with The Standard be amended to include the "Closed Class" of employees for Basic Life insurance only.

Request for Group Insurance Amendment

Standard Insurance Company
900 SW Fifth Avenue
Portland, OR 972041282
Employee Benefits Consultant: BRIAN ASKELSON
Employee Benefits Service Representative: JOYCE SIMS, CEBS
Employee Benefits Sales and Service Office: BIRMINGHAM, AL

Employer Name: Jefferson County Commission

Group Number: 643221-B

As an authorized representative of the Employer, I request that Standard Insurance Company ("The Standard") amend the above Employer's coverage under the Group Policy to make the following change(s):

Move the following employees into a closed class for Life only with no AD&D.

Retired Judges

<u>Name</u>	<u>DOB</u>	<u>DOH</u>	<u>Amount of Coverage</u>
Ridges, Walter G	5/6/22	1/1/61	\$9,000
Bryan, Jr., John N.	11/12/26	9/1/81	\$13,000
Crowder, Charles R.	8/13/37	12/10/73	\$20,000
Hughes, Claude	11/ 19/ 19	9/1/64	\$4,500
Jasper, Joseph J.	7/16/27	5/26/69	\$13,000
Zanaty, Jr., Wadell	9/6/32	9/1/81	\$40,000
Patton, III, J.W.	10/5/45	9/1/81	\$38,000

State Court Employees per list below

Bearden, Sandra G	5/ 14/49	4/7/00	\$20,000
Carter, Jr., Earl N.	5/21/42	1/17/89	\$18,000

I request that the amendment become effective on 6/1/2006. I understand that the amendment will not become effective unless approved and issued by The Standard.

I request that the amendment be approved by The Standard subject to The Standard's usual underwriting requirements, including, if applicable, Evidence of Insurability or a Preexisting Condition provision.

I understand that the amendment, if approved by The Standard, will be issued in the policy language customarily used by The Standard.

I understand that any increase in Insurance for a Member who is not Actively At Work all day on the Member's last regular work day before the scheduled effective date of the amendment will be deferred until the first day after the Member completes one full day of Active Work.

I request that the amendment, if approved and issued by The Standard, become effective by its terms without any further acceptance by the Employer, and that a copy of this Request for Group Insurance Amendment form be attached to and made a part of the amendment.

Sign Name: Title:

Authorized Representative

Print Name: Date:

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

Oct-2-2007-1240

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following

agreement between Jefferson County, Alabama and St. Vincent's Occupational Health Clinic to provide fitness for duty examination services as requested by Human Resource's Occupational Health Manager in the approximate amount of \$15,000 annually.

CONTRACT NO.141-07

CONTRACT

THIS AGREEMENT entered into this 3rd day of July, 2007, by and between Jefferson County, Alabama, hereinafter called "the County", and St. Vincent's Occupational Health Clinics, hereinafter called "the Contractor". The effective date of this agreement shall be August 1, 2007.

WHEREAS, the County desires to contract for fitness for duty examination services for the Human Resources Department , hereinafter called "Human Resources"; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.

2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Request for Proposal No. 141-07, dated February 13, 2007, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by Human Resources. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the administration of fitness for duty examinations to employees of Jefferson County, Alabama as directed by the Occupational Health Manager in the Human Resources Department. The Contractor shall provide as a minimum the following tests and procedures:

- Pulmonary Examinations
- Basic X-Rays
- Internal Medicine Examinations Basic Physical
- Orthopedic Examinations
- Basic Eye Examinations
- Labs
- EKG
- Other testing as required

All examinations shall be performed by P.C. physicians or physician extenders under the supervision of P.C. physicians. The examining physician shall provide written advice of the physical examination to the Occupational Health Manager.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render fitness for duty examination services to the County at any time after the effective date of this Contract. The completion date of all services under this Contract is July 31, 2008 with renewal, at the County's option and the County Commission's approval, for two (2) additional one year terms, not to exceed three (3) full years.

4. **COMPENSATION:** The Contractor shall be compensated for services rendered per the Contractor's Scope of Services and Standard

Pricing List attached to this Contract (on file in the Minute Clerk's office).

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
Liesl Bittner, Director	Bettye Fine Collins, President
St. Vincent's Occupational Health Clinic	Jefferson County Commission

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

Oct-2-2007-1241

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the county is authorized to execute the required Standard Agreement as Sponsor for the Sub-grantee Agency Jefferson County Office of Senior Citizens Services to participate in the Title V Older American Act Senior Worker Grant Program, with Senior Service America (SSA).

WHEREAS, the Office of Senior Citizens Services has received a grant award from Senior Services America, Inc. (SSAI) for the Title V - Senior Community Services Employment Program for the period of July 1, 2007 through June 30, 2008, in the amount of \$393,278.00 federal funds and \$51,401.00 for local match. Total grant amount of \$444,679.00.

WHEREAS, the Office of Senior Citizens match for this grant is included in the salaries of county employees, occupancy of space used by the director and senior aids and also supervisor time from the host agency, therefore no additional funds are required.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept the grant in the amount of \$444,679.00 for the Title V Senior Workers grant with Senior Service America.

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

Oct-2-2007-1242

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept an additional \$210.89 for the payment by the Alabama Department of Senior Services on behalf of the Office of the Office of Senior Citizens for the use of the Frame Relay Network.

WHEREAS, these funds are a part of the Title III Administration Older American grant and the original cost for this services was in the amount of \$7,000.00 but recently changed to \$7,210.89.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept these funds to record these expenses for the Frame Relay Network on behalf of the Office of Senior Citizens.

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

Oct-2-2007-1243

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and DHP Home Delivery Company to provide delivery of products requested by the Alabama Cares Program for needy, older residents in Jefferson County in the amount of \$58,100.

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

Oct-2-2007-1244

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Jefferson County Council on Aging to provide a prescription drug and wellness program entitled SENIORX/WELLNESS to older adults residing in Jefferson County - \$228,404 State funds.

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

Oct-2-2007-1245

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreements between Jefferson County, Alabama and the City of Adamsville to add the following requirement:

On Page 1, under A. NUTRITION, between the Congregate Meal and Holiday Schedule sections, add the following:
INELIGIBLE CONGREGATE MEAL

Effective 11-01-06, the Agency agrees to reimburse the County at the rate of \$2.54 per meal for meals deemed ineligible. A meal becomes ineligible when it is not served at the senior center to a person 60 years of age or older or the spouse of a person 60 years of age or older.

Contributions received at the senior center may not be used to reimburse the County for ineligible meals nor any federal funds found in this contract.

Using the Weekly Meal Report as verification of the distribution of meals received at the center, all meals recorded as ineligible will be invoiced to the Agency on a monthly basis. Payment should be made to the Jefferson County Office of Senior Citizens Services and remitted to 2601 Highland Avenue, Alabama 35205 Attn: Samantha Matthews.

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

Oct-2-2007-1246

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Seasoned Performers, Inc. to provide the services of an Executive Director, Artistic Direction and Technical Associate to promote participation and enjoyment of theater arts by older adults in the amount of \$30,000.

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

Oct-2-2007-1247

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Jackie Talley, d/b/a Smart Moves to provide 18 exercise /fitness classes each week for 48 weeks to various senior centers in Jefferson County in the amount of \$56,560 - federal funds.

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

Oct-2-2007-1248

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Jefferson County Council on Aging to provide Ombudsman services to older residents of Jefferson County in the amount of \$115,222 - federal and State funds.

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

Oct-2-2007-1249

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Jefferson County Council on Aging to provide Medicaid Waiver services to include adult day care, personal care, respite care, homemaker, companion care and frozen foods to older adults residing in Jefferson County in the amount of \$5,121,134 - State funded Medicaid.

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

Oct-2-2007-1250

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Jefferson County Council on Aging to provide Meals on Wheels Program to homebound older adults residing in Jefferson County in the amount of \$336,012.21 - County, State and federal funds.

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

Oct-2-2007-1251

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Jefferson County Housing Authority to provide funding for adult day care services called ElderGarden Adult Day Care to older adults residing in Jefferson County in the amount of \$124,990.33 - federal funds.

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

Oct-2-2007-1252

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Choice Home Care Specialist to provide personal care services to older adults residing in Jefferson County in the amount of \$81,645 - federal funds.

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

Oct-2-2007-1253

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Agreements between Jefferson County, Alabama and by and through the Office of Senior Citizen Services and the following to provide funding for Senior Citizen Centers for older residents at the following locations:

- (a) Town of Sylvan Springs - \$9,867 federal funds
- (b) City of Hoover Parks & Recreation Dept. - \$12,212 federal funds
- (c) City of Gardendale - \$9,867 federal funds
- (d) City of Fultondale - \$11,183 federal funds
- (e) City of Clay - \$11,650 federal funds

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

Oct-2-2007-1254

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of C.D. Self to serve on the Minor Heights Fire District Board of Trustees beginning October, 2007 and ending September 30, 2012, be and hereby is approved.

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

Oct-2-2007-1255

WHEREAS, the Jefferson County Commission entered into contracts with several vendors to provide certain professional

services to support the flood mitigation program; and

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

WHEREAS, the County wishes to extend the contracts of each of the vendors listed below for an additional one (1) year, extending from August 1, 2007 through July 31, 2008:

Jacksonville State University Archaeological Resource Laboratory (archaeology)

Alex L. Cotton & Associates, LLC (appraisal)

Tucker Appraisal (appraisal)

Estes, Sanders & Williams, PC (legal)

Law Office of Michael Dodd (legal)

Sain Associates, Inc. (surveying)

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

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

Oct-2-2007-1256

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

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

WHEREAS, the County wishes to extend the contracts of each of the vendors listed below for an additional one (1) year, extending from August 1, 2007 through July 31, 2008:

Surveying Solutions, Inc.

SMW Engineering Group, Inc.

Massey, Stotser & Nichols, P.C.

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

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

Oct-2-2007-1257

WHEREAS, Jefferson County has received a total payment of \$108,611.00 from the Federal Emergency Management Agency (FEMA) through the Alabama Emergency Management Agency (EMA) for Jefferson County's Flood Mitigation Program under Federal Grant PDMC-PJ-04-AL-2003-004; and

WHEREAS, Jefferson County has spent \$104,849.54 to complete the mitigation effort under this grant; and

WHEREAS, the Alabama EMA and Jefferson County has determined that the above payment was an overpayment in the amount of \$3,761.46.

NOW THEREFORE be it resolved by the Jefferson County Commission that the President is authorized to execute payment to FEMA in the amount of \$3,761.46 to be taken from the Jefferson County Flood Mitigation Program funds, and directs the President of the Commission to sign the Closeout Certification.

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

Oct-2-2007-1258

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Michel Toufic Wehby, d/b/a Concord BP & Café, Inc. located at 5719 Warrior River Road, Concord, AL 35023, for an off-premise retail beer and wine license, be and hereby is approved.

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

Oct-2-2007-1259

WHEREAS, the Jefferson County Commission approved Rezoning Z-05-067, Eastern Valley Volunteer Fire Department applicant, on September 27, 2005, changing the zoning from C1 Commercial and R-2 Residential to Inst-2 Institutional; and

WHEREAS, a covenant was placed on the rezoning stating that the zoning approved would revert back to the original zoning on September 27, 2007, if substantial improvements were not made to the property within this time, and

WHEREAS, development of this site has been delayed for reasons noted by Janet Ryan, Chairman of the Board of the Eastern Valley Volunteer Fire Department in a September 21, 2007, letter to Commissioner Humphyres; and

WHEREAS, Ms. Ryan is requesting a 1 year extension of the reversion date to allow the Eastern Valley Volunteer Fire Department to begin construction of the fire station; and

WHEREAS, consideration of changes to a rezoning covenant must occur at a public hearing before the Jefferson County Commission.

NOW, THEREFORE, BE IT RESOLVED, that the Jefferson County Commission does hereby authorize scheduling a public hearing to consider granting a 1 year extension to the reversionary clause for Rezoning Z-2005-067.

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

Communication was read from Roads & Transportation recommended the following:

1. AT&T (BellSouth) to install 300' of buried cable at 5125 Sicard Hollow Road (Liberty Park).
2. Trussville Utilities to install 1,150' of 2" and 65' of 1" gas main in Lake Highland, Phase I off of Roper Road.
3. Trussville Utilities to install 825' of 4" gas main at The Ridge, Phase 2 (Innsbrooke).
4. Birmingham Water Works to install 600' of 4" water main along Lonie Road off of Narrows Road.

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

Langford, Carns, Collins, Humphyres and Smoot.

Oct-2-2007-1260

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: September 18, 2007
Purpose: Pay Drummond Company, Inc. (c/o David Bowers) for Acquired Right-of-Way - 0.2 acres (more or less)
Topics VII- Site 1 - Project No. STPBH-7165(001) -Tract No. 9
Mt. Olive Road (Newfound Road, Brookside Road Intersection)
Site Address: 5821 Mt. Olive Road
Alan Dodd Agent
Price: \$3,500.00
Pay to the order of: Drummond Company, Inc. c/o David Bowers
Mailing Address: P.O. Box 15493
Jasper, AL 35502
Fund #4022000000 - Bus. Area 5100 - Object 515710 - Fund Center - 51000000000 - Functional Area THRO - WBS C.961.D
Check Delivery Code 41

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

Oct-2-2007-1261

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Alabama Power Company for overhead easement to provide power service to the Kimberly Community Center.

EASEMENT DISTRIBUTION FACILITIES (Metes and Bounds)	TO BE RECORDED: YES NO	This instrument prepared by: Bill Childress
STATE OF ALABAMA)	W.E. No. 6 1520-00-02477	Alabama Power Company
COUNTY OF 71 .(740e Ys ai1	Parcel No.	P. O. Box 2641
TAX ID #03-00-36-3-000-003-000	Transformer No. WG 304	Birmingham, Alabama 35291

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That JEFFERSON COUNTY a grantors (s), (the "Grantor", whether one or more) for and in consideration of One and No/100 (\$1.00) and other good and valuable consideration, to Grantor in hand aid by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Alabama Power Company, its successors and assigns (the "Company"), the easements, rights and privileges described and designated in Section B below.

B. RIGHTS The easements, rights and privileges granted hereby are as follows:

1. ~~Overhead and/or Underground~~ The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described in Section C below, along a route to be selected by the Company which is generally shown on the Company's final location drawing (which shows the general location of underground Facilities, if any, by indicating an area not greater than ten feet (10') in width), all poles, towers, wires, conduits, fiber optics, cables, trans closures, transformers, anchors, guy wires and other Facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power, and also the right to clear and keep clear a strip of land extending five feet (5') to either side of the center line of underground Facilities and fifteen feet (15') to either side of the center line of overhead Facilities; further, the right in the future to install and utilize intermediate poles in line for overhead Facilities and the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the thirty foot (30') strip for overhead Facilities that, in the sole opinion of the

Company, might now or may hereafter endanger, interfere with or fall upon any of the overhead Facilities.

2. Line Clearing. The right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon the electric transmission or distribution lines, poles, towers or other Facilities now or hereafter located adjacent to the Property described in Section C below along a route to be selected by the Company generally shown on the Company's final location drawing, and also the right to clear and keep clear all trees, undergrowth, and other obstructions on property in which Grantor has an interest within fifteen feet (15') of the center line of the lines of such poles, towers or other Facilities.

3. Guy Wires and Anchors. The right to implant, install and maintain anchor(s) of concrete, metal or other material on and under the Property described in Section C below, and to construct, extend and maintain guy wires from such anchor(s) to structures now or hereafter erected adjacent to such Property or property adjacent thereto (collectively, "Guy Wire Facilities") along a route to be selected by the Company generally shown on the Company's final location drawing; and also the right to trim and cut and keep trimmed and cut ail dead, weak, leaning or dangerous trees or limbs that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon any of the Guy Wire Facilities.

Grantor hereby grants to the Company all easements, rights and privileges necessary or convenient for the full enjoyment and use thereof, including without limitation the right of ingress and egress to and from the Facilities and Guy Wire Facilities, as applicable, and the right to excavate for installation, replacement, repair and removal thereof; and also the right to cut, remove and otherwise keep clear any and all structures, obstructions or obstacles of whatever character, on, under and above said Facilities and Guy Wire Facilities, as applicable.

3. PROPERTY DESCRIPTION The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the following described real property situated in Jefferson County, Alabama (the "Property"):

Map (see in Minute Clerk's office)

D. ADDITIONAL PROVISIONS. In the event it becomes necessary or desirable for the Company to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantor hereby grants to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate the Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or reestablished from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantor, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantor" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned Grantor(s) has/have set his/her/their hand(s) and seal(s) this the day of , 20

Witness	(Grantor)
	Jefferson County
Witness	(Grantor)
	By: (SEAL)
Witness	As: Bettye Fine Collins, President
	Jefferson County Commission

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

Oct-2-2007-1262

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Agreement between Jefferson County, Alabama , the City of Gardendale and Jefferson County Board of Education to share partial cost of improvements to an unnamed connector road from Odum Road to Bauer Lane in Gardendale.

AGREEMENT
TO
SHARE PARTIAL COSTS

Unnamed Connector Road
From Odum Road to Bauer Lane

RECITAL:

Jefferson County, Alabama, the City of Gardendale, Alabama and the Jefferson County Board of Education desire to make certain improvements to an unnamed connector road from Odum Road to Bauer Lane in Gardendale, Alabama. The City of Gardendale, by and thru its Mayor, funded the preparation of the construction plans, acquired the rightofway and was financially responsible for the grading of the unnamed connector road. Jefferson County and the Board of Education have offered to accept responsibility for onethird (1/3) each of the remaining construction costs of the connector road. The remaining construction is understood to be: base, pave, curb, gutter and storm drainage. All three parties, Jefferson County, City of Gardendale, and Jefferson County Board of Education desire to establish their agreement herewith.

IN CONSIDERATION OF THE PREMISES stated herein Jefferson County, the City of Gardendale, and the Jefferson County Board of Education mutually agree as follows:

Jefferson County will:

1. Provide one third (1/3) of the construction cost for base, pave, curb, gutter and storm drainage for the unnamed connector road.
2. Assume responsibility of management for the construction portion of the Project.
3. Competitively bid the Project. Before awarding the contract, or approving change order increasing the contract price, Jefferson County

will obtains from both the City of Gardendale and the Jefferson County Board of Education a letter of concurrence authorizing Jefferson County to award the bid and enter into the contract in accordance with the terms thereof, or to approve such changes orders.

4. After receiving payment from the City and the Board and written concurrence, shall award the contract and supervise the construction contract.
5. Be the final authority on questions, concern or problems that may arise during construction.
6. Advise the City and Board of satisfactory completion.

The City of Gardendale:

1. Hereby agrees to pay to Jefferson County one third(1/3) of the Project cost, including approved change orders, and to provide the County with a letter of concurrence before the contract is awarded.
2. Hereby agrees to assume responsibility for the maintenance of the unnamed connector road.
3. Shall, to the extent allowed by law, indemnify and save harmless the County, its officials and employees from all suits, actions or any claims of any character and judgments in any way arising out of County's performance of this Agreement whether alleged in tort or in contract, including any injuries or damages received or sustained by any persons or property due to the performance of the Agreement including any neglect in safeguarding in the work or through use of unacceptable materials in the constructing of the work. This provision shall survive termination of this Agreement.

The Jefferson County Board of Education:

1. Hereby agrees to pay to Jefferson County one third (1/3) of the Project cost, including approved change orders, and provide the County with a letter of concurrence before the contract is awarded.
2. Shall, to the extent allowed by law, indemnify and save harmless the County, its officials and employees from all suits, actions or any claims of any character and judgments in any way arising out of County's performance of this Agreement whether alleged in tort or in contract, including any injuries or damages received or sustained by any persons or property due to the performance of the Agreement including any neglect in safeguarding in the work or through use of unacceptable materials in the constructing of the work. This provision shall survive termination of this Agreement.

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

CITY OF GARDENDALE, ALABAMA

Kenneth Clemons, Mayor

JEFFERSON COUNTY BOARD OF EDUCATION

Dr. Phil Hammonds, Superintendent

Jefferson County Board of Education

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

"Aye" Langford, Carns, Collins, Humphyres and Smoot.

Oct-2-2007-1263

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and City of Pleasant Grove for the County to provide forces to pave a parking lot at the Athletic Complex at a cost of \$59,610.65.

AGREEMENT

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

WITNESSETH:

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

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

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

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

1. County shall perform the following Scope Of Services:

Pave parking lot at Pleasant Grove Athletic Complex with one "g" treatment then overlay with 1 1/2 inches of stone seal.

2. Municipality shall perform the following Scope Of Services:

3. Municipality shall pay the COUNTY the actual cost of the work described in paragraph 1 above within 30 days of invoice date. The COUNTY's estimate for the work is \$59,610.65. The actual cost may be more or less than the estimate.

4. Municipality and the Municipality representative signed below, certify by the execution of this Agreement that no part of the work performed by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever will be used by or used in any way whatsoever for the personal benefit of any official or member or employee of any Municipality whatsoever or family member of any of them, and any agency or subsidiary of Municipality; and further certify that neither the Municipality nor any of its officials, members or employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public employee, in any manner whatsoever, to secure or obtain this Agreement, and further certify that, except as expressly set out in the Scope Of Services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

CITY OF PLEASANT GROVE

_____, Mayor

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

Oct-2-2007-1264

A RESOLUTION RETIRING ONE COUNTY UNIT AND PLACING ONE RETIRED
COUNTY UNIT BACK INTO SERVICE FOR USE AT THE FIVE MILE CREEK SEWER PLANT

WHEREAS, the County Fleet Manager has determined that unit B973209 be retired due to condition of the unit.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that retired unit, B973215, be placed back into service replacing the above referenced unit for use by the Environmental Services Five Mile Creek Sewer Plant.

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

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

Oct-2-2007-1265

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to approve Ordinance Number 1781.

ORDINANCE NUMBER 1781

AN ORDINANCE OF THE JEFFERRSON COUNTY COMMISSION
TO ESTABLISH TRAFFIC CONTROL DEVICES AT THE FOLLOWING LOCATION
IN JEFFERSON COUNTY, ALABAMA

BE IT ORDAINED BY THE JEFFERSON COUNTY COMMISSION as follows:

Section 1. Stop signs shall be located on each approach to the intersection of

Allbritton Road and Sparks Drive

Section 2. A person convicted of violating this ordinance shall be subject to the punishment provided for in Title 32, Chapter 5A, Section 8, Alabama Code of 1975, as amended.

Section 3. All ordinances or resolutions, or parts of ordinances or resolutions of the County Commission of Jefferson County, Alabama, in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. This ordinance shall take effect from and after the time of its publication in a newspaper of general circulation in Jefferson County, Alabama.

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

Oct-2-2007-1266

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: September 25, 2007

Purpose: Pay for 0.02 acres, more or less, - permanent drainage easement and 0.02 acres, more or less, TCE

Topics VII- Site 1 - Project No. STPBH-7165(001) -Tract No. 1

Mt. Olive Road (Newfound Road, Brookside Road Intersection)

Site Address: 3129 Mt. Olive Rd., Mt. Olive, AL 35117

Alan Dodd Agent

Price: \$900.00

Pay to the order of: Michael Thomas Fetner

Mailing Address: 3129 Mt. Olive Road

Mt. Olive, AL 35117

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 51000000000 -Functional Area THR0, WBS C.961.D

Check Delivery Code 41

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

Oct-2-2007-1267

**RESOLUTION AUTHORIZING ONE RETIRED UNIT TO BE RETURNED
TO SERVICE FOR USE IN THE SHERIFF'S MOTOR POOL**

WHEREAS, the Jefferson County Fleet Management would like to return to service retired vehicle # A036048.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that vehicle # A036048 be place back into service for use by the Sheriff's Office as a motor pool vehicle.

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

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

COOPER GREEN MERCY HOSPITAL GOVERNING BODY

Oct-2-2007-1268

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment to Contract between Jefferson County, Alabama and 4MDc, Inc. to change beginning date from October 1, 2007 to September 1, 2007 at no additional cost.

**AMENDMENT TO CONTRACT
AMENDMENT #1**

This Amendment to Contract entered into this 14th day of September, 2007, by and between Jefferson County, Alabama through Cooper Green Mercy Hospital (hereinafter referred to as "The Jefferson County Commission") and 4MDc, Inc. (hereinafter referred to as the "Contractor").

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties signed by the Contractor on 8-20-07 and approved by the Commission on 8-28-07 and recorded in Minute Book 154, Page(s) 261-267, and made part of this amendment by reference, is hereby amended as follows:

On Page 6 of Contract under Section IV "Term and Termination", Sub-Section 4.1 "Term of Agreement" change the date of commencement as follows: From: October 1, 2007 To: September 1, 2007

All other terms and conditions remain as previously stated.

Jefferson County Commission

Contractor

Bettye Fine Collins, President

G. DuWane Hooper, President

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

Oct-2-2007-1269

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment to Agreement between Jefferson County, Alabama and TMP Medical Listings, Inc., to provide web-based access to ABMS physician board certification information used with credentialing, to extend ending date from December 31, 2007 to December 31, 2008 in the amount of \$1,095.

Amendment to CertiFACTS On-Line Agreement
Between TMP Medical Listings and Cooper Green Hospital

The foregoing agreement between the parties is hereby amended, with agreement by both parties, as follows:

The Term of the Agreement is hereby extended from 12/31/2007 through 12/31/2008.

This Agreement shall be in effect for a period of twelve (12) months from its Effective Date. The subscription price is due upon execution of the Amendment, or in any event no later than the expiration date of the current agreement. Payment for subsequent years is due on the one-year anniversary date of the Effective Date if no timely notice of cancellation is given. Requesting Organization will receive ninety (90) days written notice of any fee increases with respect to renewal of the subscription for subsequent years.

Requesting Organization is prohibited from (a) reproducing any data from the Database, downloading such data, or commingling such data with any other database, except as required for internal credentialing use, (b) making such data public in any manner or otherwise disclosing it to any third party, with or without compensation except as permitted above, (c) incorporating, in whole or in part, any portion of the Information or the CertiFACTS On-Line website into any other website, whether by framing, linking or otherwise, and (d) "screen scraping". As used herein, "screen scraping" shall mean the act of capturing data from a system or program by snooping the contents of some display that is not actually intended for data transport or inspection by programs, or parsing HTML in generated web pages with programs designed to mine out particular patterns of content. Any violation by Requesting Organization of the foregoing covenants or prohibitions shall result in an immediate automatic termination of this Agreement and TMP and ABMS shall retain the right to all other remedies available in law or equity. The prohibitions on and obligations of Requesting Organization contained in this Section 1 will survive any expiration or termination of this Agreement.

TMP Medical Listings must receive a signed copy of this Agreement back from the Requesting Organization by September 15, 2007 otherwise this Agreement is null and void, including any pricing or other terms contained herein.

The Annual Subscription Price of the Agreement shall be \$1095.00 however, if a signed Amendment is received by TMP Medical Listings on or before September 15, 2007, the subscription price will be reduced by \$100.00.

There are no other changes in any other terms of the agreement. Acceptance of this amendment by signature constitutes a legal commitment to the terms defined herein.

Cooper Green Hospital

Betty fine Collins, President Jefferson County Commission

TMP Medical Listings, a business unit of TMP Directional Marketing, LLC

f/k/a TMP Medical Listings Inc., A Unit of TMP Worldwide, a Division of Monster Worldwide

Shaundra Stapleton

Title: Director of Business Development

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

Oct-2-2007-1270

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Tyco Healthcare to provide preventive maintenance and emergency services for the 840 and 7200 series ventilators beginning October 1, 2007 and ending September 30, 2008 in the amount of \$15,724.65.

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

Oct-2-2007-1271

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and The Board of Trustees of The University of Alabama for the University of Alabama at Birmingham, School of Health Related Professions for Cooper Green Mercy Hospital to provide clinical education for undergraduate Surgical Physician Assistant students.

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

Oct-2-2007-1272

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and The Board of Trustees of The University of Alabama for the University of Alabama at Birmingham, School of Nursing for Cooper Green Mercy Hospital to provide clinical education for graduate and undergraduate nursing students.

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

Oct-2-2007-1273

BE IT RESOLVED BY THE JEFFERSON COUNT COMMISSION that the President is authorized to execute a Purchase Agreement between Jefferson County, Alabama and A. Imaging Solutions, Inc. for the purchase and installation of a Phillips ADAC Dual Head Vertex Plus imaging system in the amount of \$181,195.

A. IMAGING SOLUTIONS, INC.
Birmingham, AL (205) 823-7907

Purchase Agreement
CGH 072307-02

This contract will be null and void if any changes are made without the approval of "Seller".

This Purchase Agreement between A. Imaging Solutions, Inc.(AIS) (US based company), having its place of business at 2100 Longleaf Trail, Birmingham, Alabama 35243 ("Seller") and The Jefferson County Commission, d/b/a Cooper Green Mercy Hospital (CGMH) having its principle place of business at 1515 6th Avenue South, Birmingham, AL 35233 ("Buyer"). Contract being sent via email, Seller and Buyer hereby agree as follows:

SALE

1. Seller agrees to sell and Buyer agrees to purchase from the Seller the equipment listed on attached (Exhibit "A" Equipment List. Final unit will be this or better) in accordance with the terms and conditions specified herein. Seller will install Nuclear Camera Dual Head within 90 days of completion of this contract.

PURCHASE PRICE

The purchase price of the Philips Vertex Plus and UPS is \$181,195.00 US dollars which amount Buyer agrees to pay Seller via certified check or bank wire transfer.

PAYMENT TERMS

Buyer agrees upon signing and placing order to a 30% down payment, 60% Due at delivery of Nuclear Camera and UPS system to CGH site, 10% due on completion and acceptance of system. Buyer has the right to terminate this contract with a 30 days written notice, but will be responsible for all of Sellers costs associated with project and agreement.

UNTIL A DEPOSIT IS RECEIVED, THE EQUIPMENT MENTIONED ON EXHIBIT "A" EQUIPMENT LIST IS SUBJECT TO AVAILABILITY.

This contract will be null and void if any changes are made without the approval of "Seller"

TRANSPORTATION

Seller shall assume all responsibility and costs related for the installation, rigging, loading, construction, permits and transportation associated with this contract. In the event that the Buyer refuses or is unable to pay balance of funds due and accept delivery of equipment, Buyer will pay Seller for any and all out of pocket expenses incurred.

RISK OF LOSS

Risk of loss shall pass to Buyer after acceptance of system and first patient scan is performed. Warranty period will also start on this date.

BILL OF SALE

The Seller will forward a bill of sale (if needed) to Buyer once payment in full is received.

EXECUTION

If Buyer does not execute and return this purchase agreement by September 30,2007, the Seller has the right to re-quote the purchase price. A fax of this agreement will be as legally binding, as an originally executed document delivered by other means. In order to be effective, Buyer must sign and date this purchase agreement and fax it to Seller on or by September 30, 2007.

TAXES

Buyer is fully responsible for taxes that are related to the equipment in Exhibit "A" (equipment list).

WARRANTY DISCLAIMER

Seller acknowledges that the equipment is sold with a full 12 month parts and labor warranty. Warranty covers any normal breakdowns of the Nuclear Camera system and UPS. Warranty service coverage hours are 8am to 5 pm, Monday thru Friday. ie: Example of normal breakdown: Tech places LE collimator on system and performs exam and sees artifacts in image. Not covered example would be if the tech dropped the LE collimator and bends collimator causing image artifacts.

This contract will be null and void if any changes are made without the approval of "Seller"

SOFTWARE/LICENSING

A. Imaging Solutions, Inc. will not be held responsible for any licensing agreements/transferring of OEM software. System software will be provided to running the Nuclear Camera System.

MISCELLANEOUS

Any dispute regarding this purchase agreement shall venue in the State of Alabama and Alabama law shall apply. Both parties agree not to circumvent each other with regards to clients and information that may be introduced throughout the process of this sale. The penalty for such an action will be 30% of the gross sale price of any deal or sale occurring directly from privileged information obtained from this transaction.

PROTECTION DAMAGE

Seller will be responsible for any damage to property of the County or others caused by him/her, any employees or subcontractors, and will replace and make good such damage. The Seller will maintain adequate protection to prevent damage to his/her property and the property of others, and will take all necessary precautions for his/her safety and the safety of others. The Seller will comply with all safety laws and regulations in effect in the locality.

INSURANCE

Seller 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. Seller must have adequate General and Professional liability insurance of \$1,000,000 per occurrence, \$2,000,000 aggregate.

LIABILITY

The Seller 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 Seller 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 Seller, its agents, subcontractors or employees under this Contract.

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.

CONFLICT OF INTEREST:

The Seller declares that, as of the date of this contract, neither the County nor any County Commissioner nor any Director nor any other Jefferson County Government official is directly or indirectly interested in this contract or any contract with the Seller for which compensation will be sought during the period of time this contract is being performed; and, furthermore, the Seller pledges that he/it will

notify the Purchasing Manager in writing should it come to his/its knowledge that any County official becomes either directly or indirectly interested in the contract or any contract with the Proposer for which compensation will be sought during the aforesaid period. In addition, the Seller declares that, as of the date of this contract, neither he/it nor any of his/its officers or employees have given or donated or promised to give or donate, either directly nor indirectly, to any official or employee of the Jefferson County Commission, or to anyone else for the County's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with the County under which compensation will be sought during the period of time this contract is being performed and furthermore, that neither the Seller nor any of his/its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the Jefferson County Commission, or to anyone else for the County's benefit, any sum of money or other thing of value, for aid or assistance in obtaining any amendment to this contract or any other contract with the Seller for which compensation will be claimed during the period of time this contract is being performed.

COUNTY FUNDS PAID

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

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

In witness whereof, Seller and Buyer have caused this agreement to be executed as of the set forth below:

A. Imaging Solutions, Inc.

Jefferson County Commission

"SELLER"

"BUYER"

_____, VP Sales & Service

Betty Fine Collins, President

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

Oct-2-2007-1274

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Grant Agreement between Jefferson County, Alabama and United Way of Central Alabama for the County, d/b/a St. George's Clinic to be reimbursed for outpatient and oral health services beginning April 1, 2007 and ending March 31, 2008 in an amount not to exceed \$378,448 in compensation and expenses.

GRANT NO.: RW-STG-0708

GRANT AGREEMENT BETWEEN
UNITED WAY OF CENTRAL ALABAMA, INC.

AND

JEFFERSON COUNTY, AL d/b/a SAINT GEORGE'S CLINIC

This Grant Agreement entered into by and between the United Way of Central Alabama, Inc., hereinafter, UWCA, and JEFFERSON COUNTY, AL d/b/a SAINT GEORGE'S CLINIC, hereinafter referred to as Sub-Grantee, is effective April 1, 2007 and terminates March 31, 2008.

WITNESSETH

WHEREAS, this is a Sub-Grant under Federal Grant, The Ryan White Comprehensive AIDS Resources Emergency (CARE) Act Title II HIV Emergency Relief Grant Program, FY 2007, Ryan White Care Act, Title II, Grant Number 13KD807 and is thus exempt from the requirements of review by the Legislative Contract Oversight Committee under Code of Alabama, 1975 '29241, et seq, and is further exempt from bidding requirements under Act No. 2001-956, 2001.

WHEREAS, this Grant Agreement is awarded pursuant to an ADPH approved selection process, and;

WHEREAS, The State of Alabama through the ADPH is seeking to develop Human Immunodeficiency (HIV/AIDS) Care Alliance as defined in the Ryan White C.A. R. E. Act of 1990, to provide comprehensive outpatient health services to HIV infected Alabama citizens and their families who reside in Alabama, and;

WHEREAS, the United Way of Central Alabama, Inc. is designated the lead agency charged with administering and implementing the strategy for achieving the goals and objectives of the program, and;

WHEREAS, Sub-Grantee, who is ready, willing, and able, herein agrees to provide the following services to said citizens;

NOW THEREFORE, for and in consideration of the mutual benefit herein provided for and expressed, the United Way of Central Alabama, Inc. and JEFFERSON COUNTY, AL d/b/a SAINT GEORGE'S CLINIC do hereby agree as follows:

ARTICLE I. SCOPE OF SERVICES

The Sub-Grantee shall provide the core services and/or activities described in Attachment A, attached hereto and incorporated by reference herein, to address the goals and objectives of UWCA. In providing such services and/or activities, the Sub-Grantee shall be cognizant of and incorporate the UWCA intervention strategies as described above. The contracted services remain under the governance and administration of UWCA.

Statement of Work

In conjunction with providing the services and/or activities described in ATTACHMENT A through ATTACHMENT F, the Sub-Grantee agrees:

(1) to participate in ongoing meetings aimed at enhancing and maintaining coordination and collaboration among UWCA service providers; and

(2) To provide and or demonstrate how the following six essential core services are met: (1) Core Medical Services, (2) Support Services, and (3) other services as agreed upon between the parties.

(3) To provide UWCA a duplicate copy of any and all written agreements with other (s) providing services pursuant to this Agreement within thirty (30) days of the effective date of the agreement.

(4) To provide services to patients equal to similar services normally provided by service provider to other patients and further ensure that all persons providing services pursuant to this Agreement are licensed and/or certified to provide such services as required in the State of Alabama.

(5) Upon the provision of HIV testing and counseling services to clients served by service provider and/or the provision of said services by its subcontractor(s), to ensure that a good faith effort will be made to notify a spouse of a known HIV infected patient and advise that he or she should seek testing. A spouse is defined as any individual who is the marriage partner of an HIV infected patient, or who has been the partner of an HIV infected patient, or who has been the marriage partner of that patient at any time within the 10-year period prior to the diagnosis of HIV infection. HIV infected patient is defined as any individual who has been diagnosed with the human immunodeficiency virus.

(6) To notify UWCA immediately by telephone, followed by written notification sent by certified mail, of any lawsuit related to the subject matter of this agreement and to give prompt notice of any occurrence or claim made against the service provider which could result in litigation related to the subject matter of this Grant Agreement.

(7) To perform the services contained herein in accordance with the standards of performance governing the profession or occupation. The service provider shall perform herein in a manner consistent with standards recognized in the industry.

(8) To ensure that case management services are provided by case managers who meet the following requirements: Possess a Bachelor of Arts or a Bachelor of Science degree, preferably in a human services field or social work program, or Possess certification as a registered nurse, and Possess case management training certification through an ADPH approved curriculum. Documentation must be maintained in each staff member's personnel file.

(9) To meet the following qualifications as a Ryan White, Title II case management provider:

Demonstrated capacity to provide all core elements of case management: assessment, care/services plan development, linking/coordination of services, and reassessment/followup, Demonstrated case management experience in coordinating and linking such community resources as required by the target population, Demonstrated experience with the target population, An administrative capacity to insure quality of services in accordance with State and Federal requirements, A financial management system that provides documentation of services and costs, Capacity to document and maintain individual case records in accordance with State and Federal requirements, Make available to ADPH and Lead Agency, all information describing services provided to eligible clients and shall permit access to all records and facilities for the purpose of claims audits, program monitoring and utilization review, and Ensure records contain documentation of intake, assessment, case/service plan, release of information form, documentation of HIV status, client rights and responsibilities form, grievance procedure policy, informed consent form, and case notes to include date of contact, documentation of contact, action resulting from the contact, and the case manager's signature. There must be documentation of service provided in the client record for payment of service to be made to provider.

(10) To perform the core services in accordance with the Ryan White Care Act Title II Manual (current version dated 2002) incorporated

herein by reference.

(11) Alabama Enhanced Referral Tracking System (ERTS)

Providers will establish a working relationship with the cognizant Public Health Area HIV Program Coordinator(s) representing the Division of HIV/AIDS Prevention and Control.

Providers will provide the Coordinator(s) with current client status information to identify individuals who did or did not access care after initial referral made by ADPH,

Providers will provide Coordinator(s) contact information on individuals, and

Providers will uphold confidentiality requirements as required by ADPH policy to insure information exchange is handled in a secure manner.

The Division of HIV/AIDS Prevention and Control and its Public Health Area HIV Program Coordinators (ADPH) agree to the following:

ADPH will establish a working relationship with a designated person at each identified site,

ADPH will identify positive individuals "not in care" via the surveillance database and provide followup on access and use of treatment and support services,

ADPH will provide the above identified organizations a biannual status report of ERTS program activities in July 2007 and January 2008,

ADPH will uphold confidentiality requirements as specified by public health policy to insure client information and clients themselves are handled in a professional manner.

ADPH will perform all quality management functions related to ERTS.

(12) As lead agency for Ryan White C.A.R.E. Act Title II, United Way of Central Alabama will provide fiscal management for contracted providers. To facilitate and coordinate this process, United Way of Central Alabama and Alabama Department of Public Health (ADPH) agree to the following procedures:

(a) Providers will refer all questions regarding budget or invoice issues to United Way of Central Alabama (hereinafter UWCA), specifically to UWCA Grant Controller or designee.

(b) UWCA will try to resolve the issue, based on previous practice or knowledge of Alabama Department of Public Health directive.

(c) If the issue is unique or the provider has special circumstances, UWCA will consult (in writing) with ADPH, specifically to HIV/AIDS Prevention & Control Administrator.

(d) ADPH will render a decision or course of action (in writing) to UWCA.

(e) UWCA will inform provider of the decision or course of action.

If the provider requests a review of the decision, the following steps will be used to resolve the matter:

(a) The provider will make a written request for review to UWCA. This request will include the problem, decision in question, and the reason for review.

(b) UWCA will send this request to ADPH.

(c) ADPH and UWCA will review. The provider will be interviewed, if necessary, by ADPH.

(d) ADPH will render a decision or course of action (in writing) to UWCA.

(e) UWCA will send the provider a copy of the decision or course of action.

ARTICLE II: PROJECT ADMINISTRATION

The UWCA Community Initiatives Designee for this Agreement, acting on behalf of UWCA, shall be responsible for (1) monitoring the Sub-Grantee's progress; (2) interpreting the Statement of Work and any other programmatic requirements; (3) performing any programmatic inspections and evaluations that may be needed; and (4) assisting in the resolution of programmatic problems encountered during the performance of the Statement of Work. The Alabama Department of Public Health (ADPH) provides overall policy and direction of UWCA.

ARTICLE III: PERIOD OF PERFORMANCE

This Agreement shall become effective April 1 2007 and shall terminate March 31, 2008 or when the services provided under this agreement equal the total amount as specified in Article IV: Compensation, below, which ever occurs first. This Agreement may be amended only by mutual agreement in writing and signed by UWCA and Sub-Grantee and processed through and approved by all necessary authorities.

ARTICLE IV: COMPENSATION

The total compensation and expenses paid to the Sub-Grantee under this cost will not exceed \$378,448.00.

UWCA agrees to compensate the Sub-Grantee, subject to the availability of funds, for all allowable costs incurred by the SubGrantee that are consistent with and described in the Budget, ATTACHMENT B, attached hereto and incorporated by reference herein.

Notwithstanding the foregoing, UWCA shall be liable only for those services rendered by the Sub-Grantee which specifically relate to the performance of the obligations of the Sub-Grantee under this Agreement. Unless otherwise specifically agreed in writing this shall constitute the sole compensation to the Sub-Grantee for the services rendered by it under this Agreement.

Sub-Grantee acknowledges that under the Alabama Department of Finance Fiscal Policies and Procedures Manual, all invoices or other demands for payment, hereunder by Department to Sub-Grantee, which extend beyond the end of a fiscal year do not encumber funds past that fiscal year and must be received by Department before the end of the Department of Finance thirteenth accounting period, for purposes of this Agreement, that date is November 1. Invoices or demands for payment received after that date for work and labor done within the fiscal year cannot be paid and are forfeit.

ARTICLE V: OBLIGATIONS TO AND FROM THE FUNDING SOURCE

A. Availability of Funds. The obligation of UWCA hereunder is subject to authorization from the funding source to expend grant moneys for the purposes set forth herein and the availability of funds from the funding source for such purposes. In the absence, withdrawal or termination of such authorization or availability of funds, this Agreement shall be terminated immediately without liability for damages, penalties or other charges on account of early termination.

B. Other Obligations. The Sub-Grantee shall be subject to all applicable obligations imposed upon UWCA in its Agreement with the funding source to the extent relevant and shall cooperate with UWCA in its efforts to meet such obligations including, but not limited to, the following:

(i) The Sub-Grantee shall comply with the requirements of OMB Circular A 122, Cost Principles for Non-Profit Organizations, OMB Circular A-10, Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations, in establishing procedures for procurement of supplies, equipment, construction and other services purchase with monies paid to the Sub-Grantee hereunder, and shall comply with the requirements of OMB Circular A-133 which pertains to the annual audit of all federally funded grants and subcontracts. The Sub Grantee shall submit copy of its A-133 audit, if required, prior to the end of the period of performance or earlier, if requested by ADPH upon reasonable notice.

(ii) Sub-Grantee acknowledges that federal law requires the Sub-Grantee to submit an A-133 audit to the Department if the Sub-Grantee receives more than \$500,000 from all total federal sources in the aggregate in any given federal fiscal year. In aid of such, Department will provide to Sub Grantee for SubGrantee's fiscal (tax) year, a statement of all federal funds granted by Department to Sub-Grantee under the terms of the Sub Grant.

(iii) The Sub-Grantee shall comply with the terms and conditions of the grant and shall not do anything that might in anyway jeopardize the grant or result in the termination or suspension of the grant or the withholding of funds thereunder.

ARTICLE VI: METHOD OF PAYMENT

Invoices shall be submitted on a monthly basis and must be received no later than the fifteenth (15th) working day of the current month for the preceding month's activities. The SubGrantee shall submit documented invoices to the UWCA Grant Controller for services performed during the payment period just ended. The UWCA Grant Controller will then submit the invoices to ADPH for payment.

Actual payments will be made on a reimbursement basis and only for expenditures falling within approved budget and within the total authorized amount upon receipt of the invoices submitted to the UWCA Grant Controller for approval.

ARTICLE VII: RE-BUDGETING

The administrative requirements for approval of rebudgeting will be governed by the policies, requirements and/or regulations of the funding source as they apply to UWCA. The UWCA Grant Controller shall first approve any request for rebudgeting that requires prior written approval. As may be necessary, such requests will be reviewed and approved by UWCA, and forwarded to the funding source for action.

ARTICLE VIII: LATE PAYMENT

UWCA shall not be liable for any interest or penalty charge for late payments.

ARTICLE IX: REPORTING AND EVALUTATION MONITORING

A. Reporting

1. Progress and Statistical Reports. The SubGrantee shall submit in writing monthly progress and statistical reports. Such reports shall address (1) progress made and efforts undertaken to provide the services and/or activities funded, (2) any problems, obstacles or hindrances to providing such services and activities, and (3) any actions taken or requested at anytime by UWCA. These reports shall be submitted by the 15th of the following month.

2. Final Reports. At the end of the Period of Performance, the SubGrantee shall submit a final report of overall progress and statistical data related to the services and/or activities provided hereunder, including any problems and/or obstacles encountered in providing services and /or activities, efforts made to address these problems and/or obstacles, and any longterm or future plans which may be relevant. ADPH may request additional information prior to submission of the final report.

3. Format of Reports. All reports shall be in concise narrative form and provide information with sufficient detail to allow for evaluation of services and/or activities provided. Tables and exhibits may be substituted for narrative descriptions, where appropriate.

While funding through other sources that complement UWCA funded activities may be cited, the application of UWCA funds shall be made explicit and documented separately in reports. Further, UWCA may require a specific format for submission of said data.

B. Site Visits. In addition to the reporting requirements described above, monitoring may include site visits. UWCA may require the Sub-Grantee to participate in no less than one (1) and no greater than six (6) site visits during the Period of Performance. Site visits shall include a review of both fiscal and programmatic issues. The Sub-Grantee shall have available for site visits its records pertaining to and key personnel involved in implementation of the Statement of Work. Site visits may occur at any of the locations where the Sub-Grantee performs services.

The Sub-Grantee shall receive reasonable notice prior to each site visit. UWCA shall take care to schedule site visits at such times as may be mutually agreed upon so long as such scheduling does not result in substantial delay, in which case UWCA shall specify a reasonable date and time for the site visit.

C. Evaluation. The SubGrantee agrees to cooperate with UWCA and the funding source in their efforts to evaluate both the activities of the SubGrantee and the Project as a whole. Such cooperation may include, but not be limited to, maintaining data in a format required by an Evaluator (to be selected by ADPH) and responding to forms developed by the Evaluator requesting the information.

D. Failure to Report or Unreasonable Failure to Make Progress. Failure to produce timely and adequate reports may jeopardize the SubGrantee's funding during the current award period as well as its eligibility or consideration for funding in subsequent years.

Furthermore, UWCA reserves the right to withdraw an award if it determines the SubGrantee has failed to make substantial progress in providing services and/or activities that such failure is unreasonable and the SubGrantee does not demonstrate an adequate strategy to address problems and/or obstacles to that progress.

ARTICLE X: INDEPENDENT PARTIES

The Sub-Grantee is an independent SubGrantee and not an agent or employee of UWCA. The Sub-Grantee shall perform the services contained herein in accordance with the standards of performance governing the profession or occupation. In no event shall either party be liable for the debts or obligations of the other party except as provided in this agreement.

Sub-Grantee retains the sole right and responsibility to direct its agents and employees. No agent or employee of Sub-Grantee shall have any claim against UWCA under this agreement, including but not limited to, claims for vacation pay, paid sick leave, retirement benefits, social security, workers' compensation benefits, health insurance or benefits, professional malpractice benefits, or unemployment security benefits. SubGrantee agrees to indemnify UWCA for all costs, attorneys' fees and liability UWCA incurs in defending itself in any legal action brought by any agent or employee of Sub-Grantee as a result of such agency or employment.

The Sub-Grantee, to the extent allowed by applicable Alabama law, holds harmless the UWCA and their officers, agents, servants and the employees from any and all claims arising out of acts or omissions committed by the SubGrantee or any agent, servant or employee of the SubGrantee while in performance hereunder.

ARTICLE XI: TERMINATION

In addition to termination under Article V, this Agreement may be terminated under the following conditions:

(A) Without Cause. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) calendar days prior to the effective date of termination stated in the notice, or such period as the parties mutually agree to in writing.

(B) Emergency. UWCA may terminate or suspend this Agreement by providing written notice to the SubGrantee stating the grounds for UWCA actions, in the form of certified mail, handcarried letter or other appropriate written means if UWCA determines that immediate action is necessary to protect local, state and/or federal funds or property. Such termination or suspension action shall be effective upon receipt by the Sub-Grantee.

(C) UWCA reserves the right to place the SubGrantee on probation through written notice to that effect, for such a period as it deems necessary, prior to exercising its options hereunder to terminate the SubGrantee for cause. Pursuant to this period of probation, UWCA shall present the SubGrantee with a plan for corrective action. Failure to comply with such plan for corrective action shall be grounds for immediate termination with no less than three (3) days written notice.

(D) Notwithstanding the above, in the event of termination, the SubGrantee shall not be relieved of liability for injury or damages sustained by UWCA by virtue of any breach of this Agreement by the SubGrantee. The SubGrantee shall remain liable for the purposes of setoff until such time as the exact amount of damages due to UWCA from the SubGrantee is determined.

ARTICLE XII: OBLIGATION IN EVENT OF TERMINATION

Upon termination, all finished or unfinished documents, data, studies and reports prepared by the SubGrantee pursuant to this Agreement shall become the property of UW CA.

UWCA shall promptly pay the SubGrantee for all services performed to the effective date of termination provided that the Sub-Grantee submits to UWCA properly computed invoices no later than two (2) weeks after the effective date of termination.

ARTICLE XIII: CONFLICT OF INTEREST

No officer or employee of any of the parties shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested.

ARTICLE XIV: RECORD KEEPING, AUDIT, & INSPECTION OF RECORDS

The Sub-Grantee shall maintain books, records, and other compilations of data pertaining to the performance of the provisions and requirements of the Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of seven (7) years. All retention period start on the first day after termination of the Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the retention period, whichever is later.

UWCA, ADPH, HRSA and the U.S. Comptroller, the cognizant audit agency, or their designees shall have the right at reasonable times and upon reasonable notice to examine and copy at reasonable expense the books, records and other compilations of data of the SubGrantee which pertain to the provisions and requirements of the Agreement.

Upon request after the termination of this Agreement, unless it is renewed, the SubGrantee shall submit to UWCA copies of all records the SubGrantee has created or maintained pursuant to the requirements of this Agreement including, but not limited to, financial records, programmatic records, supporting documents and statistical records.

ARTICLE XV: CONFIDENTIALITY

The UWCA acknowledges that in the performance of this Agreement it and/or its employees or agents may acquire or have access to personal data or other information deemed confidential by the State of Alabama or federal law and may become the holder of such data or information. The UWCA agrees to maintain the confidentiality of such data and information in compliance with the Alabama Department of Public Health Confidentiality Policy, the Health Insurance Portability and Accountability Act (HIPAA), applicable federal and state laws and regulations and to take reasonable steps to insure the physical security of such data or information under its control.

ARTICLE XVI: POLITICAL ACTIVITY PROHIBITED

None of the services to be provided by the SubGrantee shall be used for any partisan political activity, or to further the election or defeat of any candidate for political office.

ARTICLE XVII: PUBLICATION, REPRODUCTIONS & USE OF MATERIAL

All published reports and printed material shall be in cooperation with, shall be authorized by, and shall appropriately acknowledge the collaboration and support of UWCA, ADPH and HRSA. No material prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any other country. The United Way of Central Alabama, Inc., ADPH and HRSA shall have unrestricted authority to disclose, distribute and otherwise use, in whole or in part, any reports, data, or materials prepared under this Agreement.

ARTICLE XVIII: ASSIGNMENT BY SUB-GRANTEE

The Sub-Grantee shall not assign or in any way transfer any future interest in this Agreement without the prior written consent of UWCA. Any future assignment of the SubGrantee's interest in this Agreement shall require the assignee, at UWCA's discretion, to supply such further information as deemed necessary to comply with rules and regulations governing contracts for services.

Any such assignment shall also be expressly made subject to all defenses, setoffs, or counterclaims that would have been available to UWCA against the SubGrantee in the absence of such agreement.

ARTICLE XIX: CIVIL RIGHTS & EQUAL EMPLOYMENT OPPORTUNITY

Sub-Grantee will comply with Title IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all applicable Federal and State laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex or disability, as defined in the above laws and regulations. SubGrantee shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990.

ARTICLE XX: TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Grant the Subgrantee certifies that it will comply with the requirements of the Act.

The Sub-grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

ARTICLE XXI: ASSUMPTION OF RISK

UWCA and the SubGrantee, the parties hereto, hereby agree that each shall assume and bear the entire risk of loss and of damage

caused by its negligence or the negligence of its agents, servants or employees incident to the performance of their respective duties hereunder.

ARTICLE XXII: CHOICE OF LAW

This Agreement shall be construed under and governed by the laws of the State of Alabama. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Grant Agreement shall contravene any statute of Constitutional provision or amendment, either now in effect or which may, during the course of this Grant Agreement, be enacted, then that conflicting provision in the Grant Agreement shall be deemed null and void. The SubGrantee's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this Grant, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of nonbinding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

ARTICLE XXIII: FORCE MAJEURE

Neither party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. It is agreed that since performance dates of this Agreement are important to the implementation of essential UWCA work, in the event of continued failure to perform for period aggregating thirty (30) or more calendar days, even for causes beyond the control of the SubGrantee, UWCA shall have the right to terminate this Agreement without termination costs or penalties.

ARTICLE XXIV: NOTICE

Unless otherwise specified, any notice hereunder shall be in writing and shall be deemed effective when delivered to either party or deposited in the U.S. Mail, postage prepaid and addressed as follows:

To UWCA: Daniel J. Dunne, President
United Way of Central Alabama, Inc.
3600 8th Avenue, South
P.O. Box 320189
Birmingham, AL 35232-0189

Harry L. Brown, PhD, Sr. Vice President of Planning & Community Initiatives
3600 8th Avenue, South
P.O. Box 320189
Birmingham, AL 35232-0189

Lynn Wolsoncroft, Controller
3600 8th Avenue, South
P.O. Box 320189
Birmingham, AL 352320189

To SubGrantee: Ann Atkinson
Program Coordinator
St George's Clinic
1515 6th Avenue South
Birmingham, Alabama 35233

ARTICLE XXV: SEVERABILITY

If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permissible by law.

ARTICLE XXVI: HEADINGS AND INTERPRETATIONS

The headings used herein are for reference and convenience only and shall not enter into the interpretation of this Agreement.

ARTICLE XXVII: WAIVERS

All conditions, covenants, duties and obligations contained in this Agreement can be waived only by written amendment. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

ARTICLE XXVIII: AMENDMENT

No amendment to this Agreement shall be effective unless signed by authorized representatives of both parties.

ARTICLE XXIX: FUNDING SOURCE APPROVAL

The parties recognize and agree that this Agreement is subject to approval by the local, state and/or federal funding sources before

it becomes fully enforceable.

ARTICLE XXX: ENTIRE AGREEMENT

This Agreement, including all attachments hereto, constitutes the entire agreement between the parties and supersedes all agreements; oral or written, between the parties on the subject matter contained herein.

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

UNITED WAY OF CENTRAL ALABAMA, INC.

Daniel J. Dunne, President Date

Harry L. Brown, Sr. VP Date

Planning and Community Initiatives

JEFFERSON COUNTY, AL, d/b/a SAINT GEORGE'S CLINIC

Betty Fine Collins, President Date

Jefferson County Commission

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

Oct-2-2007-1275

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Agreement between Jefferson County, Alabama and Lawrence J. Downs, D.P.M. to provide a full-time Podiatrist in the Diabetes Center for Excellence beginning July 1, 2007 and ending June 30, 2008 in the amount of \$124,769.06.

PHYSICIAN RENEWAL AGREEMENT

This Physician Renewal Agreement between the Jefferson County Commission as the owner of Cooper Green Mercy Hospital and Lawrence J. Downs, D.P.M., renews the term of the Physician Agreement dated July 1, 2006, and approved by the Jefferson County Commission on 7-5-06, MB 151, Page 344, for an additional 12 months from July 1, 2007 through June 30, 2008, at the same rate of compensation (\$4,798.81 biweekly, \$124,769.06 per year)

IN WITNESS WHEREOF, the Parties have executed this agreement the day of , 2007.

JEFFERSON COUNTY COMMISSION

Betty Fine Collins, President

PHYSICIAN

Lawrence J. Downs, D.P.M.

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

Oct-2-2007-1276

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Agreement between Jefferson County, Alabama and Michael J. Doyle, M.D. to provide a full-time Pediatrician at Jefferson Metro Care Clinic beginning July 1, 2007 and ending June 30, 2008 in the amount of \$150,020.

PHYSICIAN RENEWAL AGREEMENT

This Physician Renewal Agreement between the Jefferson County Commission as the owner of Cooper Green Mercy Hospital and Michael J. Doyle, M.D., renews the term of the Physician Agreement dated July 1, 2006, and approved by the Jefferson County Commission on 7-5-06, MB 151, Page(s) 344-345, for an additional 12 months from July 1, 2007 through June 30, 2008, at the same rate of compensation (\$5,770.00 biweekly, \$150,020.00 per year)

IN WITNESS WHEREOF, the Parties have executed this agreement the day of , 2007.

JEFFERSON COUNTY COMMISSION

JEFFERSON COUNTY COMMISSION

Betty Fine Collins, President

PHYSICIAN

Michael J. Doyle, M.

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

Oct-2-2007-1277

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Voice-Tech, Inc. to provide the Pharmacy in Jefferson Metro Care Clinic with an automated system for patients to check prescription refills and to request refills in the amount of \$9,665.75.

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

Oct-2-2007-1278

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the Annual House Staff Agreement an agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital, Jefferson Clinic, P.C., University Hospital/UAB Health System and The Board of Trustees of the University of Alabama at Birmingham (UAB) for the term July 1, 2007 - June 30, 2008 for the training and education of UAB residents at Cooper Green Mercy Hospital at an estimated cost of \$1,320,000.

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

Oct-2-2007-1279

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Agreement between Jefferson County, Alabama and UAB Department of Pathology to provide the services of a Consultant Toxicologist in the amount of \$162,276 for FY07-08.

AGREEMENT

WHEREAS, Act No. 79-454 of the Legislature of Alabama of 1979 (hereinafter called "Act 79-454"), amended Section 167, Title 62, Code of Alabama, which abolished in JEFFERSON COUNTY the Office of Coroner, transferred all powers, rights and duties now or hereafter authorized or required by law to be performed by coroners, to the County governing body to be performed through its appointed coroner/medical examiners, representatives or agents; and

WHEREAS, Act 79-454 declares that all members of the staff of Coroner/Medical Examiner shall be governed by any applicable civil service law; and

WHEREAS, the Personnel Board of Jefferson County, Alabama has, in accordance with its rules and regulations and with Section 2 of the Enabling Act of the State of Alabama, determined that the positions of Consultant Toxicologist cannot be performed as well, practically, expeditiously and economically by persons appointed or appointable under the Act as by a contract between Jefferson County

and the Board of Trustees of the University of Alabama, a public corporation and instrumentality of the State of Alabama, for the University of Alabama in Birmingham, hereinafter referred to as UAB, and

WHEREAS, UAB has offered to provide the services of a Consultant Toxicologist to serve under the direction of the coroner/Medical Examiner who, in the opinion of Jefferson County, is qualified in accordance with Act 79-454; and

WHEREAS, the Jefferson County Commission has determined that it is necessary and desirable and in the best interest of the County that powers, duties and responsibilities transferred to the County Commission be performed by and under the supervision of the Chief Coroner/Medical Examiner relating to the activities of the Consultant Toxicologist pursuant to contract with UAB, all in accordance with the terms and conditions hereinafter set forth.

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

1. UAB shall provide the professional services of a Consultant Toxicologist who shall
 - a. Furnish and perform all duties and exercise all powers and rights now or hereafter authorized or required by law to be performed by the Chief Coroner/Medical Examiner in accordance with Act 79-454 as if fully set out herein relating to required Toxicological examinations of tissues and fluids.
 - b. Continuously fulfill the technical and educational qualifications and requirements for such consultations as directed by the Chief Coroner/Medical Examiner.
 - c. Direct and supervise any personnel serving as representatives or agents in the performance of necessary testing to ensure compliance with those duties required of the Chief Coroner/Medical Examiner by Act 79-454.
 - d. After termination from such position as Consultant Toxicologist return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Toxicologist has knowledge.
2. UAB shall provide the professional services of a Consultant Toxicologist who shall:
 - a. Furnish and perform all duties and exercise all powers and rights now or hereafter directed by the Chief Coroner/Medical Examiner in accordance with Act 79-454.
 - b. As Consultant Toxicologist continuously fulfill all technical and educational qualifications in accordance with the directions of Chief Coroner/Medical Examiner and Act 79-454.
 - c. Carry out reasonable and necessary toxicological and procedures as required for a high level of performance of the duties required of the Chief Coroner/Medical Examiner by Act 79-454.
 - d. After termination from such position as Consultant Toxicologist return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any amount as compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Consultant Toxicologist has knowledge.
3. UAB shall provide professional liability insurance coverage or self-insurance for the incumbent Consultant Toxicologist for this contract period.
4. Jefferson County shall:
 - a. Appoint by appropriate resolution as Consultant Toxicologist to carry out the duties of Act 79-454 that person offered by UAB who is deemed qualified hereunder by Jefferson County.
 - b. Pay UAB monthly in accordance with the following schedule for professional services hereunder, payment to be made by the fifth work day of each month.

October, 2006	\$13,523.00	April, 2007	\$13,523 .00
November, 2006	\$13,523 .00	May, 2007	\$13,523 .00
December, 2006	\$13,523 .00	June, 2007	\$13,523 .00
January, 2007	\$13,523.00	July, 2007	\$13,523.00
February, 2007	\$13,523.00	August, 2007	\$13,523.00
March, 2007	\$13,523.00	September, 2007	\$13,523.00

5. This agreement shall commence on October 1, 2007 and shall end on September 30, 2008. Said agreement may be terminated by either party on thirty (30) days written notice to the other. This agreement shall terminate immediately upon the resignation or death of the person occupying that position or upon his or her becoming physically unable to provide the professional services set forth herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be properly executed in their names and behalves this day of , 2007.

JEFFERSON COUNTY, ALABAMA

BY:

Jefferson County Commission

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA a public corporation and instrumentality of the State of Alabama, for THE UNIVERSITY OF ALABAMA AT BIRMINGHAM

BY:

CEO of UAB Health System

CONCUR:

Jay M. McDonald, M.D.

Professor and Chairman

Department of Pathology

University of Alabama

Health Services Foundation

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

Oct-2-2007-1280

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Agreement between Jefferson County, Alabama and UAB Department of Pathology to provide the services of a Chief Coroner/Medical Examiner and two Associate Coroner/Medical Examiners in the amount of \$856,529.97 for FY07-08.

AGREEMENT

WHEREAS, Act No. 79-454 of the Legislature of Alabama of 1979 (hereinafter called "Act 79-454"), amended Section 167, Title 62, Code of Alabama, which abolished in JEFFERSON COUNTY the Office of Coroner, transferred all powers, rights and duties now or hereafter authorized or required by law to be performed by coroners, to the County governing body to be performed through its appointed coroner/medical examiners, representatives or agents; and

WHEREAS, Act 79-454 declares that all members of the staff of Coroner/Medical Examiner shall be governed by any applicable civil service law; and

WHEREAS, the Personnel Board of Jefferson County, Alabama has, in accordance with its rules and regulations and with Section 2 of the Enabling Act of the State of Alabama, determined that the positions of Chief Coroner/Medical Examiner and Associate Coroner/Medical Examiner cannot be performed as well, practically, expeditiously and economically by persons appointed or appointable under the Act as by a contract between Jefferson County and the Board of Trustees of the University of Alabama, a public corporation and instrumentality of the State of Alabama, for the University of Alabama in Birmingham, hereinafter referred to as UAB, and

WHEREAS, UAB has offered to provide the services of a Chief Coroner/Medical Examiner and two (2) Associate Coroner/Medical Examiners who, in the opinion of Jefferson County, are qualified in accordance with Act 79-454; and

WHEREAS, the Jefferson County Commission has determined that it is necessary and desirable and in the best interest of the County that powers, duties and responsibilities transferred to the County Commission be performed by and under the supervision of a Chief Coroner/Medical Examiner pursuant to contract with UAB, all in accordance with the terms and conditions hereinafter set forth.

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

1. UAB shall provide the professional services of a Chief Coroner/Medical Examiner who shall:
 - a. Furnish and perform all duties and exercise all powers and rights now or hereafter authorized or required by law to be performed as appointed Chief Coroner/Medical Examiner in accordance with Act 79-454. (A copy of which Act is attached hereto as fully set out herein.)
 - b. Continuously fulfill all medical, educational and all other qualifications and requirements for Chief Coroner/Medical Examiner in accordance with Act 79-454.
 - c. Direct the staff of Coroner/Medical Examiner, representatives and agents appointed by the governing body subject to the supervision of the Jefferson County Commission and pursuant to the rules and regulations promulgated by the Coroner/Medical Examiner's Commission.
 - d. Obtain and carry out reasonable and necessary toxicological procedures as required for a high level of performance of the

duties required by Act 79-454.

e. After termination from such position as Chief Coroner/Medical Examiner return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any amount as compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Medical Examiner has knowledge.

2. UAB shall provide the professional services of two (2) Associate Coroner/Medical Examiners and a relief Associate Coroner/Medical Examiner who shall:

a. Furnish and perform all duties and exercise all powers and rights now or hereafter authorized or required by law of the Chief Coroner/Medical Examiner, to be performed as the appointed Associate Coroner/Medical Examiners in accordance with Act 79-454.

b. As Associate Coroner/Medical Examiners, continuously fulfill all medical, educational and all other qualifications and requirements for Chief Coroner/Medical Examiner in accordance with Act 79-454.

c. Obtain or carry out reasonable and necessary toxicological procedures as required for a high level of performance of the duties required by Act 79-454.

d. After termination from such position as Associate Coroner/Medical Examiner return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any amount as compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Medical Examiner has knowledge.

3. UAB shall provide professional liability insurance and general liability, including automobile, insurance or self-insurance for the Chief Coroner/Medical Examiner and Associate Coroner/Medical Examiners each in the amount of \$1 million per incident and \$3 million annual aggregate for this contract period.

4. UAB shall maintain a backup resource to provide irregular, temporary or relief medical examiner support services on a sporadic basis during the term of the agreement. Said services shall be assigned by the Chief Coroner/Medical Examiner in accordance with the duties required by Act 79-454.

5. Jefferson County shall:

a. Appoint by appropriate resolution a Chief Coroner/Medical Examiner and two (2) Associate Coroner/Medical Examiners to carry out the duties of Act 79-454 those persons offered by UAB who are deemed qualified hereunder by Jefferson County.

b. Pay UAB monthly in accordance with the following schedule for professional services herein under, payment to be made by the fifth work day of each month.

October, 2007	\$ 69,986.33	April, 2008	\$ 69,986.33
November, 2007	\$ 69,986.33	May, 2008	\$ 69,986.33
December, 2007	\$ 69,986.33	June, 2008	\$ 69,986.33
January, 2008	\$ 69,986.33	July, 2008	\$ 69,986.33
February, 2008	\$ 69,986.33	August, 2008	\$ 69,986.33
March, 2008	\$ 69,986.33	September, 2008	\$ 69,986.33

c. Provide such deputies and assistants, including secretarial assistants, as required to carry out the duties of Act 79-454, subject to the final approval of the Jefferson County Commission.

d. Provide such office at Cooper Green Hospital, office supplies, vehicles and related equipment and accessories as may be required by the Jefferson County Commission to properly perform the duties required by Act 79-454.

e. Pay UAB a onetime payment of \$ 16,694.00 for medical liability insurance for the fiscal period October 1, 2007 through September 30, 2008.

6. This agreement shall commence on October 1, 2007 and shall end on September 30, 2008. Said agreement may be terminated by either party on thirty (30) days written notice to the other, either in its entirety or terminated only as to the position of Chief Coroner/Medical Examiner or either position of Associate Coroner/Medical Examiner (in which case the Agreement shall remain in full force and effect as to the other positions). This agreement shall be terminated immediately as to the position of Chief Coroner/Medical Examiner or Associate Coroner/Medical Examiner upon the resignation or death of the person occupying that position or upon his or her becoming physically unable to provide the professional services set forth herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be properly executed in their names and behalves this day of _____, 2007.

JEFFERSON COUNTY, ALABAMA

BY:

Jefferson County Commission

CONCUR:

Jay M McDonald, M.D.
Professor & Chairman
Department of Pathology

University of Alabama
Health Services Foundation

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corporation and instrumentality of the State of Alabama, for The University of Alabama at Birmingham Department of Pathology

CEO University of Alabama
Health Systems

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

Oct-2-2007-1281

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

Audie L. Shields Adan Matinez

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

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

Oct-2-2007-1282

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment to Agreement between Jefferson County, Alabama, the City of Pinson and Mike Hale, as Sheriff of Jefferson County, Alabama, to provide enhanced law enforcement services in the City of Pinson, by adding one additional deputy with car and equipment in the amount of \$151,354.17 (revenue).

**AMENDMENT TO AGREEMENT FOR ENHANCED
LAW ENFORCEMENT SERVICES IN THE CITY OF PINSON**

THIS AMENDMENT TO AGREEMENT is made and entered into by and between the City of Pinson, a municipal corporation organized under the laws of the State of Alabama, hereinafter referred to as the "City"; Mike Hale, as Sheriff of Jefferson County, Alabama, hereinafter referred to as the "Sheriff; and Jefferson County, a political subdivision of the State of Alabama, hereinafter referred to as the "Count" (the City, the Sheriff, and the County are hereby sometimes referred to as the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into that certain Agreement for Enhanced Law Enforcement Services to commence on or about the 5th day of December 2005, and to continue for a period of three (3) years (hereinafter the "Agreement"); and

WHEREAS, the Parties desire to modify and amend said Agreement to expand the City's law enforcement services from one (1) Jefferson County deputy sheriff, as established by the Agreement, to two (2) Jefferson County deputy sheriffs, based upon the terms and

conditions set out below.

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to this Amendment to Agreement For Enhanced Law Enforcement Services (hereinafter the "Amendment to Agreement"), the Parties hereto do covenant and agree as follows.

1. Paragraph 1 of the Agreement is hereby amended to read as follows:

PAYMENT BY CITY. In consideration of the promises made herein by the County to the City and by the Sheriff to the City, the City shall pay to the General Fund of Jefferson County the sum of \$79,872.00 annually, which shall be in addition to the sum of \$71,482.17 previously agreed upon by the Parties in the Agreement. The total sum of \$151,354.17 reflects the cost to the Sheriff of the anticipated provision of the services of two (2) deputy sheriffs and their necessary equipment and vehicles. Monthly payments in the amount of \$12,612.85 are due on or before the 15th day of each month so long as this Amendment to Agreement remains in effect.

2. Paragraph 2 of the Agreement is hereby amended to read as follows:

SHERIFF'S BUDGET ENHANCEMENT BY COUNTY. In consideration of the payment by the City, the Jefferson County Commission hereby agrees to amend the Sheriff's budget to provide the funds necessary to accomplish the purpose of this Amendment to Agreement by including in the budget an additional \$151,354.17 annually, above and beyond the amount that it would budget for the Sheriff in the absence of this Amendment to Agreement. By providing this additional budgetary allotment to the Sheriff, the County does not assume any control over the provision of services by the Sheriff called for under this Agreement, nor does it assume any control over the Sheriff or his deputies, either in their official or individual capacities. The independence of the Sheriff and the Sheriff's employees from the County and the County Commission shall not, in any way, be affected by this Amendment to Agreement or any term hereof.

3. Paragraph 3 of the Agreement is hereby amended to read as follows:

PROVISION OF SERVICE BY THE SHERIFF. The Sheriff agrees to further enhance law enforcement services in the City of Pinson. He anticipates that there will be two (2) deputy sheriffs with patrol vehicles and equipment for a total of 40 hours per deputy sheriff for each week that this Amendment to Agreement is in effect. The Sheriff anticipates that the deputy sheriff will be present within the City limits in shifts of eight consecutive hours; provided, however, the shifts themselves may or may not be consecutive, as the Sheriff, in his best judgment, determines is appropriate to enhance law enforcement in the City, except under emergency circumstances when backup assistance may be required by other deputy sheriffs or municipal law enforcement officers. These services are to be completely paid for by the consideration paid by the City under the terms of this Amendment to Agreement, which said consideration is completely separate, and in addition to, any and all ad valorem taxes and any other revenues paid by or received on behalf of the citizens represented by the City to the County. In recognition thereof, the Sheriff shall continue to have the obligation to provide normal services to the citizens of the City to the same degree that such services are provided to the rest of Jefferson County, and the City is not to be charged extra for those normal services.

4. Paragraph 9 of the Agreement is hereby amended to read as follows:

AUTHORITY TO ACT. The City does hereby vest, to the extent allowed by law, the police powers of the City which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the Sheriff hereby, for the limited purpose of giving official and lawful status and validity to the performance thereof, to the following sworn officers: each sworn officer of the Sheriff who from time to time may be assigned under this Agreement; any sworn officer who is called and/or dispatched to assist a sworn officer assigned under this Agreement; and any sworn officer assigned as a School Resource Officer to any school within the established boundaries of the City while said School Resource Officer is on or in close proximity to his/her assigned school. Such sworn officers of the Sheriff are hereby vested with the power to enforce the ordinances of the City, to make arrests incident to the enforcement thereof, and to do such other things and perform such other acts as are necessary with respect thereto. The City shall adopt an ordinance adopting all state criminal statutes in effect as of the date of this Agreement and as subsequently amended by the Legislature.

5. Except as amended hereinabove, the remaining terms and provisions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties to this Amendment to Agreement have caused the same to be signed by their duly authorized representatives this 12th day of September, 2007.

JEFFERSON COUNTY SHERIFF

Mike Hale, Sheriff of Jefferson County

ATTEST:

JEFFERSON COUNTY COMMISSION

Bettye Fine Collins, Its President

ATTEST:

CITY OF PINSON

Hoyt Sanders, Its Mayor

ATTEST:

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

Oct-2-2007-1283

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Agreement between Jefferson County, Alabama, the City of Center Point and Mike Hale, as Sheriff of Jefferson County, Alabama, to provide enhanced law enforcement services in the City of Center Point in the amount of \$257,616 annually (revenue).

AGREEMENT FOR ENHANCED
LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by and between the City of Center Point, a municipal corporation organized under the laws of the State of Alabama, hereinafter referred to as the "City"; Mike Hale, as Sheriff of Jefferson County, Alabama, hereinafter referred to as the "Sheriff"; and Jefferson County, a political subdivision of the State of Alabama, hereinafter referred to as the "County" (the City, the Sheriff, and the County are hereby sometimes referred to as the "Parties").

WITNESSETH:

WHEREAS, the City is desirous of receiving a high level of competent law enforcement service in conjunction and harmony with its fiscal policies of sound economical management; and

WHEREAS, the City has requested that the Sheriff furnish law enforcement protection to its inhabitants and citizens; and

WHEREAS, the City desires that the Sheriff furnish enhanced law enforcement protection on a scheduled basis and duly perform any and all necessary and appropriate functions, actions, and responsibilities for law enforcement within the City; and

WHEREAS, the Jefferson County Commission, as the governing body of Jefferson County, has the authority and responsibility to provide the Sheriff with the resources to perform his duties, including his efforts to enhance the enforcement of laws within municipalities in Jefferson County; and

WHEREAS, the City desires to retain its ability to determine whether enhanced law enforcement services shall be provided by a City police department, by agreement with another law enforcement agency, or otherwise; and

WHEREAS, this Agreement for provision of enhanced law enforcement services is not intended by the parties, nor shall it be interpreted to be, a transfer, consolidation, or merger within the meaning of those terms for constitutional or statutory purposes, for pension purposes, or for any other purpose whatsoever, and it is the intention of the Parties that this Agreement shall at all times be interpreted to be in harmony with the intent of the Parties that no transfer, consolidation, or merger shall be accomplished by the terms of this Agreement in any respect whatsoever, and the Parties shall interpret and administer this Agreement to that end; and

WHEREAS, the Sheriff is an independent, constitutional officer of the State of Alabama; and

WHEREAS, it is further the desire of the City that responsibility for enhanced law enforcement within the City be performed by the Sheriff under the terms of this Agreement to the extent such activity is consistent with the law and with the City's municipal purposes; and

WHEREAS, the enhancement of the Sheriff's budget and funds allocated by the Jefferson County Commission will provide the Sheriff with the ability to provide services to residents of the City over and above what he presently provides to them.

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the Agreement, the Parties hereto do covenant and agree as follows:

1. PAYMENT BY CITY. In consideration of the promises made herein by the County to the City and by the Sheriff to the City, the City shall pay to the General Fund of Jefferson County the sum of \$257,616.00 annually. The total amount reflects the cost to the Sheriff of the anticipated provision of services by three (3) deputy sheriffs and their necessary equipment and vehicles. Monthly payments in the amount of \$21,468.00 are due on or before the 15th day of each month so long as this Agreement remains in effect.

2. SHERIFF'S BUDGET ENHANCEMENT BY COUNTY. In consideration of the payment by the City, the Jefferson County Commission hereby agrees to amend the Sheriff's budget to provide the funds necessary to accomplish the purpose of this Agreement by including in the budget an additional \$257,616.00 annually, above and beyond the amount that it would budget for the Sheriff in the absence of this Agreement. By providing this additional budgetary allotment to the Sheriff, the County does not assume any control over the provision of services by the Sheriff called for under this Agreement, nor does it assume any control over the Sheriff or his deputies, either in their official or individual capacities. The independence of the Sheriff and the Sheriff's employees from the County and the County Commission shall not, in any way, be affected by this Agreement or any term hereof.

3. PROVISION OF SERVICE BY THE SHERIFF. The Sheriff agrees to enhance law enforcement services in the City of Center Point. He anticipates that there will be three (3) deputy sheriffs with patrol vehicles and equipment for a total of 40 hours per deputy sheriff for each week this Agreement is in effect. The Sheriff anticipates that the deputy sheriffs will be present within the City limits in shifts of eight consecutive hours; provided, however, the shifts themselves may or may not be consecutive, as the Sheriff, in his best judgment, determines is appropriate to enhance law enforcement in the City, except under emergency circumstances when backup

assistance may be required by other deputy sheriffs or municipal law enforcement officers. These services are to be completely paid for by the consideration paid by the City under the terms of this Agreement, which said consideration is completely separate, and in addition to any and all ad valorem taxes and any other revenues paid by or received on behalf of the citizens represented by the City to the County. In recognition thereof, the Sheriff shall continue to have the obligation to provide normal services to the citizens of the City to the same degree that such services are provided to the rest of Jefferson County, and the City is not to be charged extra for those normal services.

4. **ENFORCEMENT OF LAWS.** The Sheriff shall enforce all state laws and county ordinances applicable within the City, and the ordinances of the City. The deputy sheriffs provided pursuant to this Agreement by the Sheriff will have a general familiarity with the code

of ordinances of the City and the City will provide adequate copies of books of ordinances of the City for this purpose at no cost to the Sheriff.

5. **PROVISION OF SERVICES.** The Sheriff shall provide the deputy sheriffs whom provide service pursuant to this Agreement with a patrol vehicle and all other necessary or appropriate equipment. Deputy sheriffs assigned to work by the Sheriff within the boundaries of the City shall operate out of the Center Point Sheriffs Station. The responsibility of purchasing, maintaining, and repairing equipment used pursuant to this Agreement shall be borne by the Sheriff, though the amount of the increase in the Sheriff's budget per the terms of this Agreement may be used to cover this cost to the Sheriff.

6. **VEHICLES.** Title in and ownership of all vehicles purchased to perform enhanced law enforcement, and any equipment affixed thereto, shall be in the name of Jefferson County. Title in and ownership of any equipment purchased by the City for use by the Sheriff during the term of this Agreement shall be in the name of the City.

7. **TERM.** This Agreement shall take effect on October 1, 2007, and continue for a period of three (3) years until September 30, 2010, unless terminated in accord with the provisions hereof. Any party may terminate this Agreement without cause or further liability to the other, except as to the indemnification provided herein, upon written notice to the other parties to this Agreement, said written notice to be given not less than onehundred eighty (180) days prior to the requested termination date. Said notice shall be deemed delivered when a copy is delivered to the other Parties and a receipt therefore signed by the other Parties.

8. **PERSONNEL.** Nothing in this Agreement confers on anyone but the Sheriff the authority to be responsible for the hiring, training, assignment, discipline, and dismissal of deputy sheriffs performing services pursuant to this Agreement. The City does hereby reserve the right, and the Sheriff does hereby acquiesce in the City's right, to request that the Sheriff transfer such personnel who, in the determination of the City, fail to perform in a manner consistent with the standards contemplated herein. Such determination to transfer personnel shall be made at the sole discretion of the Sheriff.

9. **AUTHORITY TO ACT.** The City does hereby vest in each sworn officer of the Sheriff, who from time to time may be assigned under this Agreement, to the extent allowed by law, the police powers of the City which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the Sheriff hereby, for the limited purpose of giving official and lawful status and validity to the performance therefore by such sworn officers. Such sworn officers of the Sheriff are hereby vested with the power to enforce the ordinances of the City, to make arrests incident to the enforcement thereof, and to do such other things and perform such other acts as are necessary with respect thereto. The City shall adopt an ordinance adopting all state criminal statutes in effect as of the date of this agreement and as subsequently amended by the Legislature.

10. **CITY LAW ENFORCEMENT POLICY.** The Sheriff shall confer with the City regarding law enforcement problems within the City and shall consider general policy direction from the City on how its services are delivered and to what area of the City a particular type or level of service should be delivered to counteract law enforcement problems within the City. In the event that a concern arises over the general policy direction of the City, the Sheriff will meet and confer with the City on policy matters regarding the delivery of such services and attempt to resolve any dispute or misunderstanding between them. The deputy sheriffs assigned pursuant to this Agreement shall, at all times, remain under the singular control of the Sheriff. They shall not be controlled by, nor shall they be under the authority of, the City or the County. At no time shall the Sheriff or any of his deputy sheriffs be deemed to hold any municipal office of the City provided, however, nothing in this Agreement shall preclude the City from appointing its own chief of police and police officers.

11. **FINES AND FORFEITURES.** All fines and forfeitures rendered in any court as a result of charges made by the Sheriff within the City limits shall be distributed to the City as provided by the laws of the State of Alabama and the rules of the District and Circuit Courts.

12. **RECORDS.** It is anticipated that the Sheriff shall maintain Uniform Crime Reporting records regarding crimes committed within the City, and that these records shall include the number and type of crimes committed, the number of arrests made for each type of crime, and the age and sex of those arrested. The Sheriff shall provide a computer printout reflecting a summary of overall activity by event type to the City each month, and to maintain a dispatch log with respect to calls for assistance. It is anticipated that the dispatch log shall reflect the time a call is received, the time a call is dispatched, the deputy sheriff's arrival time, the time the assignment is completed, and the geographical location of the incident.

13. **SOVEREIGN IMMUNITY.** The County, the City and the Sheriff hereto agree that nothing contained herein shall in any way waive the sovereign immunity that any of them enjoy presently, separately or jointly, under the Constitution and statutes of the State of

Alabama. The parties agree that the City's determination to obtain enhanced law enforcement services by contract is an exercise of the legislative planning function of the City and that at no time will the City exercise any operational control over the activities of any employee of the Sheriff, nor shall it perform or undertake any acts that are over and above a planning level function with regard to the administration of this Agreement.

14. LIAISON. The Sheriff agrees to make available to the City a specific member or members of his supervisory staff (hereinafter referred to as "Liaison Officer") who shall be available twenty four (24) hours per day to act as liaison between the City and the Sheriff. The Liaison Officer and the City shall meet and confer with each other on a regularly scheduled basis to discuss the administration of this Agreement. The Liaison Officer, shall, upon request of the City, be present at City meetings for discussion of the provision of police services within the City, for budget preparation purposes, or for any other purpose as the City shall request from time to time. The Sheriff or the Liaison Officer shall be responsible for submitting appropriate staffing or information to the City as is necessary for it to conduct its business. Any request for the presence of the Sheriff or the Liaison Officer, or for the production of any information or staffing, shall be communicated solely through the Mayor.

15. NO PLEDGE OF AD VALOREM TAXES. The Parties acknowledge that this Agreement is not intended to constitute a general indebtedness of the City within the meaning of any constitutional, statutory, or charter provision or limitation, and it is expressly agreed by the Parties that neither the Sheriff nor the County shall have the right to require or compel the exercise of ad valorem taxing power of the City, or taxation of any real or personal property therein, for the payment of any monetary obligations due under the terms of this Agreement. It is further agreed between the Parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of the City or any part thereof; and that the obligation for monetary payments called for and to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the budgetary discretion of the City and the County.

16. SUBSTATION LOCATIONS. The City will provide to the Sheriff, at no cost to him, office space within the City, the location and size of which to be mutually agreed upon in the future, for the purpose of allowing deputy sheriffs assigned to the City to have office space available for their needs for the purpose of fulfilling the terms of this Agreement.

17. SHERIFF'S STATUS. Nothing in this Agreement shall be deemed to make the Sheriff or any of his deputy sheriffs an agent, servant, or employee of the City, or to otherwise diminish the power and authority vested in the Sheriff and his sworn officers, as officials of the State of Alabama.

18. NOTICE. Notice as required to be given hereunder shall be given to the following persons:

- A. The Sheriff of Jefferson County
2200 8th Avenue North
Birmingham, Alabama 35203
(205) 325-5700
- B. Jefferson County Commission
Jefferson County Courthouse
716 Richard Arrington Jr. Boulevard, North
Birmingham, Alabama 35203
(205) 325-5503
- C. The City of Center Point
Mayor Tom Henderson
2209 Center Point Parkway
Center Point, Alabama 35215
(205) 854-4460

19. THIRD PARTIES. In no event shall the terms of this Agreement confer upon any third person, corporation, or entity, other than the Parties hereto, any right, cause of action, or damage claim against any of the Parties to this Agreement arising out of the performance of the obligations and responsibilities of the Parties herein or for any other reason.

20. LIABILITY OF THE CITY AND SHERIFF. Neither the Sheriff nor the Commission will defend or pay any judgment against the City arising out of any act or omission of the Sheriff or deputy sheriffs, the Sheriff's law enforcement personnel, or other employees of the Sheriff rendering services pursuant to this Agreement. The City will not defend or pay any judgment against the Sheriff or deputy sheriffs, whether in their official or individual capacity, said judgment arising out of any act or omission in the performance of this Agreement. The City shall maintain separate liability insurance. Lawsuits and claims against the Sheriff and deputy sheriffs that may be filed from time to time hereunder shall be handled by the Sheriff in accordance with normal procedures. Nothing contained herein shall be construed to limit or modify the laws of the State of Alabama as the same may apply to the City and the Sheriff.

21. ENTIRE AGREEMENT. This Agreement reflects the full and complete understanding of the Parties hereto and may be modified or amended only by a document in writing executed by all Parties hereto and executed with the same formality of this Agreement.

22. NON-ASSIGNABILITY. The Sheriff shall not assign or delegate the obligations, responsibilities, or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party without the express written consent of both the City and the County at a public meeting.

23. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be

declared invalid or unenforceable, the same shall be severed from the Agreement, and the remainder of this Agreement shall continue in full force and effect.

24. LEGAL AUTHORITY. This Agreement shall be construed consistently with the constitutional and statutory limitations of the State of Alabama. The duties and responsibilities set forth in this Agreement to be performed by the Parties shall be performed in a manner that is constitutionally permissible and all portions of this Agreement shall be interpreted and administered by the Parties accordingly. This Agreement shall be interpreted and administered in such a manner that it will not constitute a transfer, merger, or consolidation as those terms are used in the Constitution of the State of Alabama or in any statute of the State of Alabama, and as is further set forth in the recitations of this Agreement.

The services which shall be rendered by the Sheriff to the City are included in an attachment hereto entitled "Enhanced Law Enforcement."

IN WITNESS WHEREOF, the Parties to this Agreement have caused the same to be signed by their duly authorized representatives this 4th day of September, 2007.

JEFFERSON COUNTY SHERIFF

Mike Hale, Sheriff of Jefferson County

ATTEST:

JEFFERSON COUNTY COMMISSION

Bettye Fine Collins, Its President

ATTEST:

CITY OF CENTER POINT

Tom Henderson, Its Mayor

ATTEST:

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

Oct-2-2007-1284

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama the Moser Group to provide onsite, management and leadership training, titled Legacy of Leadership in the amount of \$24,000.

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this 1st day of August 2007 by and between Jefferson County, Alabama, hereinafter called "the County", and the Moser Group, hereinafter called "the Contractor".

WHEREAS, the County desires to contract for professional services for the Sheriff's Office, hereinafter called "the Sheriff's Office"; and

WHEREAS, the Contractor desires to furnish said professional services to the County.

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

1. EMPLOYMENT 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:

To provide onsite, management and leadership training, titled Legacy of Leadership, which includes but is not limited to concepts of enhanced interpersonal skills, executive effectiveness, overcoming workplace negativity, goal-setting, creative problem solving, time management, conflict resolution, effective performance evaluation, coaching and mentoring skills and vision planning use of learned skills by integrating past participants in planning for future participants, establishment of training accountability and followup for current and future leaders within the Sheriff's Office.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor will present the training in 3 hours units for a total of six meeting. This will be 18 hours of class instruction. This contract will end on December 30, 2007 but may be renewed dependent upon accessibility of grant funds and/or continuation of grant-funded project.

4. COMPENSATION: The Contractor shall be compensated for services rendered under this Contract for a total amount not to exceed \$ 24,000.00 for the contract period. Upon completion of each unit, an invoice for \$4,000.00 will be submitted for payment. Included are: Labor 40 hours devoted to preparation time, designing and reviewing assignments, providing feedback to participants, and analysis of reports. Facilitation and instruction consists of three hours and one hour classroom setup for each of the units presented. Materials: contractor will provide all manuals, handouts, three ring binders, flip charts; pins, name badges, note pads and activity

materials.

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

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

7. GOVERNMENTAL REGULATIONS: The Contractor's obligations under this Contract are subject to all governmental priorities, restrictions, or orders now or hereafter in force.

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

9. TERMINATION OF CONTRACT: This Contract may be terminated by either party 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

10. 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.

11. 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 amendments 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.

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.

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

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President - Jefferson County Commission

Mike Hale, Sheriff

Jefferson County Sheriff's Office

CONTRACTOR

Kevin McKenzie, Partner

The Moser Group

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

Oct-2-2007-1285

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Kim Mason in the amount of Three Thousand Three Hundred Eighty Two and 75/100 (\$3,382.75) Dollars 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 Kim Mason in the amount of \$3,382.75 and forward it to the County Attorney for disbursement.

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

Oct-2-2007-1286

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Henry S. Smith in the amount of Two Thousand Five Hundred Twenty Eight and 45/100 (\$2,528.45) Dollars 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 Henry S. Smith in the amount of \$2,528.45 and forward it to the County Attorney for disbursement.

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

Oct-2-2007-1287

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of John and Natalie Speights in the amount of Six Thousand Five Hundred Seventy Seven and 38/100 (\$6,577.38) Dollars 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 John and Natalie Speights in the amount of \$6,577.38 and forward it to the County Attorney for disbursement.

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

Oct-2-2007-1288

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Cahaba Heights Baptist Church in the amount of Twenty Five Thousand Six Hundred Fifty One and 64/100 (\$25,651.64) Dollars 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 Cahaba Heights Baptist Church in the amount of \$25,651.64 and forward it to the County Attorney for disbursement.

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

Oct-2-2007-1289

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the lawsuit styled Brian and Margaret Liston v. Jefferson County, Alabama, Case No. CV 03-152 (Bessemer Division), in the amount of One Thousand Ninety Nine and 76/100 (\$1,099.76) Dollars. The Finance Director is hereby directed to issue a check payable to "Brian and Margaret Liston and Jadd Fawwal, Attorney" in the amount of \$1,099.76.

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

Oct-2-2007-1290

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the claim of Joseph Forbes, in the amount of One Thousand Nine Hundred Eighty Three and 45/100 (\$1,983.45) Dollars. The Finance Director is hereby directed to issue a check payable to "Joseph Forbes" in the amount of \$1,983.45.

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

Oct-2-2007-1291

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the worker's compensation claim of Barton Smith in the amount of Two Thousand Two Hundred and 00/100 (\$2,200.00) Dollars.

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

Communications were read from the County Attorney's Office and recommended the following:

1. Claim of Mr. Barry Isbell, an employee of the Jefferson County Roads and Transportation Department, submits a claim for theft of a flat bed auto trailer that was parked in the employee parking lot at Camp Bessemer on August 21, 2007. The Sheriff's Department was called to the scene and following a brief investigation, issued a warrant for the suspected perpetrator of the crime. Mr. Isbell claims a loss of \$2,233.35, which is the value of his trailer and other personal items attached thereto. Under the law of Alabama, a property owner, such as Jefferson County, is not liable for the criminal acts of third parties. The appropriate method of redress for Mr. Isbell is to press any claim he

may have for restitution and return of the stolen items upon the apprehension of the alleged thief. Based on existing Alabama law, I recommend that Mr. Isbell's claim be denied.

2. Claim of Gregory Mathews for damage to his vehicle which allegedly occurred July 12, 2007, and caused by a pothole in Camp Oliver Road at or near the intersection of Chichester Road in western Jefferson County. Mr. Mathews claims that his tire and wheel rim were damaged as a result of running over the pothole. Because potholes are open and obvious and therefore avoidable, such claims are considered road hazard and not compensable. I recommend that Mr. Mathews' claim in the amount of \$423.73 be denied.

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

Oct-2-2007-1292

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the water meter reading agreement with Utilities Board of the City of Trussville and the City of Trussville is hereby approved and the President is authorized to execute the agreement on behalf of the County.

AGREEMENT

THIS AGREEMENT is made and entered into on this the day of September, 2007, by and between the Utilities Board of the City of Trussville, a public corporation, (hereinafter referred to as "Board"), the City of Trussville, Alabama, a municipal corporation, (hereinafter referred to as "City"), and Jefferson County, a political subdivision of the State of Alabama (hereinafter referred to as "Jefferson County").

RECITALS

WHEREAS, the Board owns and operates a water system and natural gas system which serves customers in Jefferson County; and

WHEREAS, Jefferson County provides sanitary sewer service to customers throughout Jefferson County, and

WHEREAS, some of the water customers of the Board are provided sanitary sewer service from Jefferson County; and

WHEREAS, in the operation of its water system, the Board secures monthly readings of water usage from its water customers; and

WHEREAS, Jefferson County submits a monthly bill to its customers for sanitary sewer service in a manner which is derived from the water consumption at its customers' location; and

WHEREAS, Jefferson County desires to obtain the monthly water consumption reading of its customers from the Board; and

WHEREAS, the Board is agreeable to providing Jefferson County with monthly water readings in accordance with the provisions contained within this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the Board, City and Jefferson County hereby agree as follows:

1. The effective date of this Agreement shall be November 1, 2007.
2. Jefferson County and the Board agree to exchange customer lists and to update their respective lists weekly with all known changes that take place thereafter. Further, the Board and Jefferson County agree to exchange and compare their customer lists to determine if there are any discrepancies and to correct any inaccuracies that are discovered. Additionally, the Board will provide Jefferson County with a list of accounts with more than one water meter where at least one of those water services is connected to sanitary sewer service from Jefferson County. The lists will be provided by electronic media, facsimile transmittal, U. S. mail or any other method that is mutually agreeable to the Board and Jefferson County for the reasonable, convenient and efficient operation of the parties.
3. The Board will submit to Jefferson County the water meter usage readings it obtains for its water system customers that also receive sanitary sewer service from Jefferson County on a weekly basis. The Board will not submit to Jefferson County the water meter usage readings it obtains for those water services which are not connected to sanitary sewer service from Jefferson County. The readings (hereinafter referred to as "Regular Readings") will be provided to Jefferson County in a reasonable manner by electronic media, facsimile transmittal, U. S. mail or any other method that is mutually agreeable to the Board and Jefferson County for the reasonable, convenient and efficient operation of the parties. The Board and Jefferson County agree to cooperate fully to provide that the water meter readings and sewer billing are as accurate and complete as possible and to aid each other in developing improvements to the electronic billing technologies that are currently available.
4. The Board presently reads its water meters based upon billing cycles. The Board, on occasion, changes a customer's billing cycle. The Board reserves the right to change any or all billing or reading cycles or the time, procedure or method of reading its meters. The Board is considering and may convert to an automated meter reading system. Nothing contained in this Agreement shall restrict or prohibit the Board from either maintaining its current water meter reading cycles, or, from changing any billing or reading cycle, time, method, or system of reading its water meters.
5. In addition to the water meters that are read on a regular, routine billing cycle, other special individual water meter readings (hereinafter referred to as "Special Individual Readings") are obtained. These Special Individual Readings include, but are not limited to those readings obtained when a customer moves, the water service is discontinued by request, nonpayment or otherwise and those readings requested by Jefferson County. The Board will furnish these Special Individual Readings to Jefferson County in a reasonable method similar to the Regular Readings which is mutually acceptable for the convenient and efficient operation of the Board and Jefferson County.
6. Attached hereto and marked as Exhibit "A" (on file in the Minute Clerk's office) is a list of the buildings, premises and addresses which Jefferson County has heretofore provided with sanitary sewer service, without charge to the City and the Board. Upon the effective date of this Agreement, the buildings, premises and addresses listed on Exhibit "A" shall no longer be provided with free sanitary sewer service. The Board will pay for the sanitary sewer service for the buildings, premises and addresses on which it is the primary user as listed on Exhibit "A" and the City shall pay for the sanitary sewer services for the buildings, premises and addresses on which it is the primary user as shown on Exhibit "A."
7. Sanitary sewer service charges for the accounts of those buildings, premises and addresses listed on Exhibit "A" shall be at the same rates that are charged for all similar locations throughout Jefferson County and Jefferson County shall not discriminate against said accounts for rates or fees in any manner to the detriment of either the Board or the City.
8. Jefferson County will pay a fee to the Board for the Regular Readings and the Special Individual Readings provided to Jefferson County. The fee for the provision of Regular Readings shall be based on the formula set out in Exhibit "B" attached hereto. Jefferson County shall pay an additional fee in the amount of Three Dollars (\$3.00) for each Special Individual Reading provided to Jefferson County pursuant to this Agreement. The Board shall invoice Jefferson County for its Regular Readings and Special Individual Readings

on a monthly basis and Jefferson County shall pay said invoice within thirty (30) days of receipt. If Jefferson County does not pay the said invoice within thirty (30) days, then the Board shall not be obligated to provide further water meter usage readings until said invoice is paid in full.

9. The Board agrees to keep all such records of water consumption, billing, mileage and meter costs as are deemed adequate by its certified public accountants. Such records shall be open to inspection by Jefferson County, upon request, without charge, with reasonable prior notice during regular business hours. The Board agrees to keep all customer account records in good condition for a period of at least two (2) years in either electronic or in some other form agreeable to the parties to this agreement.

10. The parties agree that any prior agreements between the Board and/or the City and Jefferson County for the provision of water meter readings and the provision of sanitary sewer services for the buildings, premises or addresses set forth in Exhibit "A," including but not limited to that certain Agreement dated January 26, 1965, and amendments thereto are hereby replaced by this Agreement. The parties further agree that any and all claims of Jefferson County for sanitary sewer service heretofore provided to the buildings, premises and addresses listed on Exhibit "A" are deemed paid as of the effective date of this Agreement and any and all claims for fees for the water meter readings heretofore provided to Jefferson County by the City or the Board are deemed paid as of the effective date of this Agreement.

11. In the event that the City or the Board, their elected officials, employees, agents, Board members, Council members, servants and/or attorneys are named in any lawsuit, action, claim, demand or other administrative proceeding brought by a water or sewer customer in which an act or omission relating to sewer service by Jefferson County, its officers, agents or employees is complained of, then Jefferson County agrees to the extent allowed by law to indemnify, defend and hold harmless the Board and the City, their elected officials, employees, agents, Board members, Council members, servants and/or attorneys from any and all liabilities, costs and expenses, including but not limited to reasonable attorneys' fees.

12. In the event that Jefferson County, its elected officials, employees, agents, servants and/or attorneys are named in any lawsuit, action, claim, demand or other administrative proceeding brought by a water or sewer customer in which an act or omission relating to sewer service of a Board employee is complained of, then the Board agrees to the extent allowed by law to indemnify, defend and hold harmless Jefferson County, its elected officials, employees, agents, Board members, Council members, servants and/or attorneys from any and all liabilities, costs and expenses, including but not limited to reasonable attorneys' fees.

13. For purposes of defending claims against the Board, the City and Jefferson County arising in any way out of the provision of water or sewer services enumerated herein pursuant to this Agreement, the Board, the City and Jefferson County agree to cooperate to the fullest degree in providing a defense to such claims. Accordingly, any communications by, between and among the Board, the City and Jefferson County, or its elected officials, employees, agents, servants and attorneys, including in-house counsel, with respect to any potential claim, actual claim, lawsuit, action, demand or administrative proceeding, shall be considered confidential and subject to the joint defense privilege. Any document or information exchanged between counsel will also be considered privileged and confidential by the recipient.

14. Jefferson County shall be responsible for the billing and collecting of sewer charges ("Rentals") levied under the provisions of Act No. 619 (1949 Acts), and Jefferson County desires to have the Board assist in sewer charges collections and agrees to indemnify the Board under the authority of Act No. 616 (1953 Acts). Jefferson County and the Board therefore agree as follows:

A. The Board will from time to time, as requested by Jefferson County, undertake to cut off the water or water consumers served by the Board reported on behalf of Jefferson County as delinquent in the payment of sewer charges, provided and to the extent, determined in the sole discretion of the Board, that such action will not, in particular cases, subject the Board to unusual risk or exposure or involve substantial interference with the Board's procedure, service or functions. The intent hereof is that the Board will, in general, within a reasonable time after receiving requests on behalf of Jefferson County, process shut-offs in aid of collection of sewer charges, but reserves the right, in its sole discretion, to refuse that procedure where the action would indicate exposure, controversy, complications or expense out of relation to the objective.

B. Jefferson County will provide forms to set in motion the procedure contemplated hereby. When approved by the Board or its agent, as provided herein, the Board shall be authorized to accept and act on such forms when purporting to be executed for account of Jefferson County, without being required to verify the authority of the agent.

C. Subject to the discretion reserved to the Board and subject to any prior function, convenience or duty of the Board in the operation of its system, the Board will, when so requested in writing on behalf of Jefferson County, within a reasonable time period, shut off the water service on any premises or of any customer served by the Board, following substantially the same procedure as for shutting off water service for delinquent water bills; and, on notice in writing from Jefferson County, will in due course restore the water service so shut off for account of Jefferson County, with the understanding that Jefferson County assumes the liability accruing to any water customer or anyone having an interest in the premises by reason of the cut off accruing between the time of the notice to restore service and the actual restoration thereof, and whether due to error, mistake, oversight, delay or otherwise.

D. Jefferson County agrees that, before requesting cutoff, it will mail or deliver to the water customer of the Board whose service it proposes to cutoff, at least one week before requesting cutoff by the Board, a notice of the delinquency, advising that, unless the

delinquency is made good, Jefferson County will be required to request that the water service be cutoff and that, as authorized by contract entered into pursuant to Act No. 616 (1949), the Board will be requested forthwith to cutoff the services and discontinue further service until the delinquency is made good.

E. Jefferson County also agrees that, accompanying its written request for cutoff, Jefferson County will deliver to the Board a duplicate or other form of notice which the Board's employees may leave with the customer or upon the premises to the effect that the action is or has been requested and is to be taken at the request and for the account of Jefferson County.

F. The notices or requests contemplated hereby shall be in such form as from time to time may be agreed upon between the Board and Jefferson County or their staffs.

G. Jefferson County will coordinate its collection procedure and timing as nearly as practical to conform to Board procedure in order to avoid duplication or conflict of effort. This procedure will be subject to agreement from time to time between staffs of the Board and Jefferson County.

H. Jefferson County shall pay the Board the normal service charge imposed by the Board to cutoff and restore water service to a customer and any additional charges actually incurred by the Board. These charges will be billed monthly in addition to other charges due under this agreement.

I. Jefferson County will notify the Board as promptly as practicable of the payment of sewer service charges after notice for cutoff has been issued to the Board for resumption of service.

J. Jefferson County and the Board will designate a member of their respective staffs to agree as to details of the subject matter from time to time in order to adjust the procedure to conditions as they arise and involve a minimum of interference with operation of the Board and a minimum of friction with the public.

K. The undertaking hereof on the part of the Board, having been in response to a request on the part of Jefferson County to facilitate its own functions in the matter, it is expressly understood that Jefferson County shall and does hereby agree to the extent allowed by law to indemnify and hold the Board, its officers, agents, Board members, employees and representatives harmless from any and all loss, liability or expense, arising out of any claim of property owners, customers of the Board or water consumers or others by reason of any interruption of water service or delay in restoring the same, resulting from action by the Board, its agents, employees or representatives in the matter of cutoffs for sewer services and whether arising out of mistake, oversight or otherwise. In the event of such claims or suits thereon or therefore, Jefferson County will, on notice by the Board, undertake the defense and disposition thereof at the cost and expense of Jefferson County. This provision shall supersede any other indemnity provision in this Agreement.

15. This Agreement shall be subject to termination by either party, with or without cause, by giving to the other party at least ninety (90) days' notice in writing, unless such other party waives said ninety (90) days' notice requirement in writing.

16. Written notice required under this Agreement shall be provided to the parties at the following addresses:

Utilities Board of the City of Trussville
Attn: General Manager
P. O. Box 819
Trussville, AL 35173

with a copy to: Burgin H. Kent
Bishop, Colvin, Johnson & Kent
1910 First Avenue North
Birmingham, AL 35203
City of Trussville, Alabama
c/o Mayor
P. O. Box 159
Trussville, AL 35173

with a copy to: Carl Johnson
Bishop, Colvin, Johnson & Kent
1910 First Avenue North
Birmingham, AL 35203
Jefferson County
c/o President of the County Commission
Jefferson County Courthouse
716 Richard Arrington Jr. Blvd. North
Birmingham, AL 35203

with a copy to: County Attorney
280 County Courthouse
716 North Richard Arrington Jr. Blvd.
Birmingham, AL 35203

17. This Agreement contains all of the understandings between the parties regarding the provision of sanitary sewer service for those buildings, premises and addresses listed on Exhibit "A" and for the provision and payment of water meter readings to Jefferson County by the Board.

18. In the case that one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then the validity, illegality or unenforceability shall not affect any of the other provisions of this Agreement.

19. This Agreement shall be governed by the laws of the State of Alabama.

UTILITIES BOARD OF THE CITY OF TRUSSVILLE

Gordon Flynn, Its Chairman

ATTEST:

Patricia F. Sims, its Secretary

CITY OF TRUSSVILLE, ALABAMA

Eugene A. Melton, Its Mayor

ATTEST:

Lynn B. Porter, Its City Clerk

JEFFERSON COUNTY COMMISSION

Bettye Fine Collins, Its President

ATTEST:

_____, Its Secretary

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

Oct-2-2007-1293

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and V.I.R.T.U.E. (Vessels Imparting and Restoring Temples to Uncontestable Excellence). (Non-Departmental)

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

WITNESSETH:

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

WHEREAS, the County recognizes that organizations that provide recognition to substantial achievers in public service, education, medicine and the arts provide motivation and inspiration to others in the county and state; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2008.
2. The County shall pay to the Contractee a lump sum payment of \$15,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Conduct the "Legacy Weekend" on March 14 - 15, 2008, which will feature the Legacy Awards Luncheon, honoring

local women for their achievements in the education, medicine, arts, political and humanitarian arenas.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2008 whichever shall first occur.

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

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

7. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

V.I.R.T.U.E.

Deidra Green, Executive Director

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

Oct-2-2007-1294

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Amendment to Agreement between Jefferson County, Alabama and Freedom Rain, Inc. be and hereby is approved.

AMENDMENT TO AGREEMENT

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

The Agreement by and between Jefferson County, Alabama and Freedom Rain, Inc. approved by the Jefferson County Commission on September 4, 2007, (Minute Book: 154; Page: 30) is hereby amended as follows:

Amend Paragraph 1 as follows:

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

Amend Paragraph 2 as follows:

"The County shall pay to the Contractee a lump sum payment of \$20,000 for a total of \$30,000 upon execution of this contract."

Amend Paragraph 4 to add the following:

"The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2008, whichever shall first occur."

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

Jefferson County, Alabama

Bettye Fine Collins, President

Jefferson County Commission

Alabama Institute for Deaf & Blind

Brenda Lovelady Spahn, Executive Director

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

Oct-2-2007-1295

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Amendment to Agreement between Jefferson County, Alabama and Bessemer Cut-Off Advocacy Center be and hereby is approved.

AMENDMENT TO AGREEMENT

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

The Agreement by and between Jefferson County, Alabama and Bessemer Cut-Off Advocacy Center approved by the Jefferson County Commission on July 31, 2007 (Minute Book: 154; Page: 127) is hereby amended as follows:

Amend Paragraph 1 as follows:

"The terms of this Agreement shall begin upon execution of this contract and end March 31, 2008."

Amend Paragraph 4 to add the following:

"The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2008, whichever shall first occur."

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

Jefferson County, Alabama

Bettye Fine Collins, President

Jefferson County Commission

Bessemer Cut-Off Advocacy Center

Debbi Land, Director

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

Oct-2-2007-1296

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Amendment to Agreement between Jefferson County, Alabama and YMCA - Western Area be and hereby is approved.

AMENDMENT TO AGREEMENT

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

The Agreement by and between Jefferson County, Alabama and YMCA - Western Area approved by the Jefferson County Commission on July 17, 2007 (Minute Book: 154; Page:68) is hereby amended as follows:

Amend Paragraph 1 as follows:

"The terms of this Agreement shall begin upon execution of this contract and end March 31, 2008."

Amend Paragraph 4 to add the following:

"The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2008, whichever shall first occur."

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

Jefferson County, Alabama

Bettye Fine Collins, President

Jefferson County Commission

YMCA - Western Area

Terri Kelley, Executive Director

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

Oct-2-2007-1297

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Amendment to Agreement between Jefferson County, Alabama and City of Center Point be and hereby is approved.

AMENDMENT TO AGREEMENT

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

The Agreement by and between Jefferson County, Alabama and City of Center Point approved by the Jefferson County Commission on August 21, 2007, (Minute Book: 154; Page:220) is hereby amended as follows:

Amend Paragraph 1 as follows:

"The terms of this Agreement shall begin on executive hereof and end March 31, 2008 upon completion and execution of this contract."

Amend Paragraph 4 to add the following:

"The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2008, whichever shall first occur."

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

Jefferson County, Alabama

Bettye Fine Collins, President

Jefferson County Commission

City of Center Point

Mayor Tom Henderson

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

Thereupon the Commission Meeting was adjourned to meet Tuesday, October 9, 2007, at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk