The Commission met in regular session at the Birmingham Courthouse, Bettye Fine Collins, President, presiding and the following members present:
District 1 George Bowman
District 3 Bobby Humphryes
District 4 Bettye Fine Collins
District 5 Jim Carns

Motion was made by Commissioner Carns seconded by Commissioner Humphryes that the Minutes of December 4, 2007, be approved. Voting "Aye" Carns, Humphryes, Bowman and Collins.

STAFF DEVELOPMENT

Individual Staff Development

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Location</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>William Voigt</td>
<td>Office of Senior Citizen Services</td>
<td>Charleston, South Carolina</td>
<td>$1,006.98</td>
</tr>
<tr>
<td>Alan Ray Kilburn</td>
<td>Sheriff's Dept. Criminal Justice Technology Symposium IX</td>
<td>Auburn, Alabama December 3-5, 2007</td>
<td>$175.00</td>
</tr>
</tbody>
</table>

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

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

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

1. SHERIFF'S DEPARTMENT FROM GULF STATES DISTRIBUTORS, MONTGOMERY, AL, FOR TASER KIT.
   SAP PURCHASE ORDER# 9000001320 $20,373.22 TOTAL REFERENCE BID# 38-08
   SAP PURCHASE ORDER# 10000022519

2. COOPER GREEN MERCY HOSPITAL RADIOLOGY FROM SOURCEONE HEALTHCARE, PELHAM, AL, FOR XRAY FILM ENVELOPES.
   SAP PURCHASE ORDER# 20000000121 $6,500.00 TOTAL

3. FLEET MANAGEMENT FROM ACCURATE TRANSMISSIONS, MUNDELEIN, IL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS.
   SAP PURCHASE ORDER# 20000009956 $6,000.00 TOTAL

4. FLEET MANAGEMENT FROM ADVANCED MOWER INC., BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS.
   SAP PURCHASE ORDER# 20000009974 $7,000.00 TOTAL

5. FLEET MANAGEMENT FROM ALLIED CONNECTOR SUPPLY, DECATURE, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS.
   SAP PURCHASE ORDER# 20000009975 $10,000.00 TOTAL

6. FLEET MANAGEMENT FROM ADAMSON FORD, DECATURE, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS.
   SAP PURCHASE ORDER# 20000009976 $20,000.00 TOTAL

7. GENERAL SERVICES FROM RYDER TRUCK RENTAL, BIRMINGHAM, AL, FOR OPEN CONTRACT PURCHASE ORDER FOR TRUCK & VAN RENTAL FOR 11/1/07 TO 11/1/08.
   SAP PURCHASE ORDER# 200000010364 $21,000.00 TOTAL

8. FLEET MANAGEMENT FROM FUELMAN OF ALABAMA, BIRMINGHAM, AL, FOR OPEN CONTRACT PURCHASE ORDER FOR FUEL AND FUEL SERVICES FOR THE PERIOD OF 10/1/07 TO 10/1/08.
   SAP PURCHASE ORDER# 2000010357 $3,500,000.00 TOTAL
9. COMMISSIONER DISTRICT #4 FROM NATIONAL ASSOCIATION OF COUNTIES, BALTIMORE, MD, FOR NACO 2008 MEMBERSHIP DUES. SAP PURCHASE ORDER# 2000010347 $14,235.00 TOTAL

10. FLEET MANAGEMENT FROM FLEET SAFETY EQUIPMENT, MEMPHIS, TN, FOR OPEN CONTRACT PURCHASE ORDER FOR PATROL CAR ACCESSORIES FOR THE PERIOD TO 7/19/08. SAP PURCHASE ORDER# 2000010346 $72,000.00 TOTAL REFERENCE BID# 230-05

11. FLEET MANAGEMENT FROM ADAMSON FORD, DECATUR, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS. SAP PURCHASE ORDER# 2000009985 $5,000.00 TOTAL

12. FLEET MANAGEMENT FROM ALABAMA JACK COMPANY, DECATUR, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS. SAP PURCHASE ORDER# 2000009987 $7,000.00 TOTAL

13. FLEET MANAGEMENT FROM FLEET PRIDE INC., ATLANTA, GA, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS. SAP PURCHASE ORDER# 2000010004 $21,000.00 TOTAL REFERENCE BID# 230-05

14. FLEET MANAGEMENT FROM EQUIPMENT & PARTS SPECIALTY COMPANY, MONTGOMERY, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS. SAP PURCHASE ORDER# 2000010024 $20,000.00 TOTAL

15. FLEET MANAGEMENT FROM EQUIPMENT & PARTS SPECIALTY COMPANY, MONTGOMERY, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS. SAP PURCHASE ORDER# 2000010025 $5,000.00 TOTAL

16. FLEET MANAGEMENT FROM DERRICK GOOCH PAINT & BODY, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS. SAP PURCHASE ORDER# 2000010029 $10,000.00 TOTAL

17. FLEET MANAGEMENT FROM KENS KUSTOM CYCLES INC., HAYDEN, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS. SAP PURCHASE ORDER# 2000010036 $5,000.00 TOTAL

18. FLEET MANAGEMENT FROM KENWORTH OF BIRMINGHAM, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS. SAP PURCHASE ORDER# 2000010038 $15,000.00 TOTAL

19. FLEET MANAGEMENT FROM KENWORTH OF BIRMINGHAM, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS. SAP PURCHASE ORDER# 2000010039 $5,000.00 TOTAL

20. FLEET MANAGEMENT FROM KURTS TRUCK & PARTS COMPANY, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS. SAP PURCHASE ORDER# 2000010041 $35,000.00 TOTAL

21. FLEET MANAGEMENT FROM KURTS TRUCKS & PARTS COMPANY, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS. SAP PURCHASE ORDER# 2000010043 $5,000.00 TOTAL

22. FLEET MANAGEMENT FROM LONG LEWIS FORD, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS. SAP PURCHASE ORDER# 2000010051 $13,000.00 TOTAL

23. FLEET MANAGEMENT FROM LONG LEWIS FORD, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS. SAP PURCHASE ORDER# 2000010056 $5,000.00 TOTAL

24. FLEET MANAGEMENT FROM MONTAGE ENTERPRISES, BLAIRSTOWN, NJ, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS. SAP PURCHASE ORDER# 2000010203 $30,000.00 TOTAL

25. FLEET MANAGEMENT FROM NOVA TEC, FULTONDAL, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS. SAP PURCHASE ORDER# 2000010210 $40,000.00 TOTAL

26. FLEET MANAGEMENT FROM NEXTRAN TRUCK CENTER, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS. SAP PURCHASE ORDER# 2000010210 $40,000.00 TOTAL

27. FLEET MANAGEMENT FROM S & H GLASS COMPANY, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS. SAP PURCHASE ORDER# 2000010221 $20,000.00 TOTAL

28. FLEET MANAGEMENT FROM SANSOM EQUIPMENT COMPANY, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS. SAP PURCHASE ORDER# 2000010235 $10,000.00 TOTAL

29. FLEET MANAGEMENT FROM SANSOM EQUIPMENT COMPANY, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS. SAP PURCHASE ORDER# 2000010236 $5,000.00 TOTAL

30. FLEET MANAGEMENT FROM SOUTHERN HYDRAULICS & MACHINERY, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS. SAP PURCHASE ORDER# 2000010269 $3,000.00 TOTAL

31. FLEET MANAGEMENT FROM SOUTHLAND INTERNATIONAL TRUCKS INC., BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS. SAP PURCHASE ORDER# 2000010276 $20,000.00 TOTAL

32. FLEET MANAGEMENT FROM CAPITOL CHEVROLET, MONTGOMERY, AL, FOR CHEVROLET IMPALA SEDAN. SAP PURCHASE ORDER# 2000010256 $15,658.45 TOTAL STATE OF ALABAMA CONTRACT# T191
33. COOPER GREEN MERCY HOSPITAL (STORES / CENTRAL) FROM UHS, BIRMINGHAM, AL, FOR HOSPITAL EQUIPMENT RENTAL TO PAY FINAL 06/07 INVOICE TO ADD FUNDS FOR 07/08. SAP PURCHASE ORDER# 2000002465 $50,000.00 TOTAL

34. SHERIFF’S DEPARTMENT BIRMINGHAM FROM LEADS ONLINE, DALLAS, TX, FOR NATION WIDE DATABASE INVESTIGATIVE SYSTEM FOR DETECTIVES FOR THE PERIOD OF 11/1/07 - 10/31/08. SAP PURCHASE ORDER# 2000010183 $15,720.00 TOTAL REFERENCE SAP # 1000036720 REFERENCE INVOICE# 213002

35. ROADS & TRANSPORTATION: TRAFFIC SIGNAL SHOP KETONA FROM TEMPLE INC., DECATUR, AL, FOR 12” POLY SIGNAL TRAFFIC POLES. SAP PURCHASE ORDER# 2000010192 $12,650.00 TOTAL REFERENCE SAP# 1000026844 STATE OF ALABAMA CONTRACT# T-133

36. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM IMMUCOR, ATLANTA, GA, TO ADD FUNDS TO PAY PAST DUE INVOICES. SAP PURCHASE ORDER# 2000002850 $4,100.00 TOTAL REFERENCE BID# 226-05

37. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM LABORATORY CORPORATION, BURLINGTON, NC, TO ADD FUNDS TO PAY PAST DUE INVOICES FOR GYNECOLOGY, CYTOLOGY & BACK UP HISTOLOGY. SAP PURCHASE ORDER# 2000002806 $3,460.00 TOTAL REFERENCE BID# 268-04

38. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM AMERICAN RED CROSS, CHARLOTTE, NC, CHANGE ORDER TO ADD FUNDS FOR CYLINDER RENTALS. REFERENCE BID# 25206 $325.00 TOTAL

39. JEFFERSON REHABILITATION & HEALTH CENTER FROM ELEM ENT HEALTH, INC., BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO PURCHASE ORDER FOR PROVIDING DIETARY CONSULTING AND EDUCATIONAL TRAINING TO THE DIETARY STAFF AT THE JEFFERSON REHABILITATION AND HEALTH CENTER. SAP PURCHASE ORDER# 2000003565 $50,000.00 TOTAL CONTRACT APPROVED BY THE COMMISSION ON 7/7/05, IN MINUTE BOOK 148, PAGES 430-432.

40. ROADS & TRANSPORTATION FROM AIRGAS SOUTH, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS FOR PRINTING AND DISTRIBUTION. SAP PURCHASE ORDER# 2000001022 $4,500.00 TOTAL REFERENCE BID# 163-06

41. INFORMATION SERVICES NETWORK SUPPORT FROM PRINTER CONNECTION, BIRMINGHAM, AL, TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER TO PAY FOR PRINTER REPAIR. SAP PURCHASE ORDER# 2000007330 $4,000.00 TOTAL REFERENCE BID# 288-06

42. COMMUNITY DEVELOPMENT WORKFORCE FROM LASALLE SYSTEM LEASING, BIRMINGHAM, AL, FOR THE LEASE OF 2 DIGITAL COPIERS. SAP PURCHASE ORDER# 2000007922 $11,168.00 TOTAL

43. COOPER GREEN MERCY HOSPITAL FROM ALL AROUND TEMPS, OKLAHOMA CITY, OK, FOR TEMPORARY STAFFING. SAP PURCHASE ORDER# 2000002384 $4,000.00 TOTAL

44. COOPER GREEN MERCY HOSPITAL FROM TALENT TREE, ATLANTA, GA, FOR TEMPORARY STAFFING. SAP PURCHASE ORDER# 2000000100 $4,000.00 TOTAL REFERENCE BID# 362-06

45. PERSONNEL BOARD FROM KPI LATINO, BIRMINGHAM, AL, FOR MARKETING PRODUCTION & ADVERTISING TO TARGET BILINGUAL AND HISPANIC APPLICANTS. $8,280.00 TOTAL

46. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM BIRMINGHAM REGIONAL EMS SYSTEMS, BIRMINGHAM, AL, FOR EMERGENCY SERVICES. REFERENCE BID# 288-06 $4,000.00 TOTAL

47. COOPER GREY MERCY HOSPITAL ADMINISTRATION FROM GLENWOOD MENTAL HEALTH SERVICES, BIRMINGHAM, AL, AND FOR GUN COURT PARENTING CLASSES. REFERENCE BID# 362-06 $3,600.00 TOTAL

48. COOPER GREEN MERCY HOSPITAL FROM RADIOLOGY RELIEF SELMA, AL, FOR IMAGING SERVICES. SAP PURCHASE ORDER# 2000002000 $80,000.00 TOTAL

49. PERSONNEL BOARD FROM TECHNICAL INNOVATIONS, NORCROSS, GA, FOR ANNUAL MAINTENANCE. REFERENCE BID# 5907 $30,501.65 TOTAL

50. BESSEMER JAIL, BIRMINGHAM JAIL & YOUTH DETENTION FROM SHOE CORPORATION, BIRMINGHAM, AL, FOR TENNIS SHOES CONTRACT RENEWAL. REFERENCE BID#374-06 $2,000.00 TOTAL

51. INFORMATION TECHNOLOGY FROM ESRI, INC. REDLANDS, CA, FOR ESRI ACH / INFO MAINTENANCE.
53. PERSONNEL BOARD ADMINISTRATION FROM LAWSON SOFTWARE INCORPORATED, SAINT PAUL, MN, FOR HRMS TECHNOLOGY SOLUTION AUTOMATED EMPLOYEE RECORDS MANAGEMENT SYSTEM FOR THE PERIOD 12/1/07 - 11/30/08. SAP PURCHASE ORDER# 2000010432 $89,520.22 TOTAL REFERENCE BID# 53-08 REFERENCE SAP# 1000026604 REFERENCE INVOICE# MR10000002452

54. INFORMATION TECHNOLOGY SERVICE FROM SOLIMAR SYSTEMS INC., SAN DIEGO, CA, FOR SOLIMAR SYSTEMS ANNUAL MAINTENANCE RENEWAL FOR T14E PERIOD OF 10/1/07 - 9/30/08. SAP PURCHASE ORDER# 2000007632 $9,511.20 TOTAL REFERENCE BID# 58-04 REFERENCE SAP# 1000031306

55. PERSONNEL BOARD ADMINISTRATION FROM SIGMA DATA SYSTEM INC., TUCSON, AZ, FOR ANNUAL MAINTENANCE FOR SIGMA DATA SYSTEMS AMS 5 PE SMS RENEWAL 10/18/07 - 10/17/08. SAP PURCHASE ORDER# 2000010460 $15,725.00 TOTAL REFERENCE BID# 58-04 REFERENCE SAP# 1000035940

56. PERSONNEL BOARD ADMINISTRATION FROM ACS BUSINESS PROCESS, DALLAS, TX, FOR CONTRACT EXTENSION WITH BLUESTAR SOLUTIONS A.K.A ACS TO HOST THE LAWSON SYSTEM. SAP PURCHASE ORDER# 2000010456 $126,964.00 TOTAL REFERENCE SAP# 1000022395/2

57. JEFFERSON COUNTY SHERIFF'S DEPARTMENT FROM AVALEX TECHNOLOGIES, PENSACOLA, FL, TO PURCHASE TWO STATE MAPPING SYSTEMS. SAP PURCHASE ORDER# 2000010477 $89,947.60 TOTAL REFERENCE BID# 49-08 REFERENCE SAP# 100000223952

58. COOPER GREEN MERCY HOSPITAL FROM SHRED IT BIRMINGHAM, BIRMINGHAM, AL, FOR DOCUMENT SHREDDING SERVICES OPEN PURCHASE ORDER. SAP PURCHASE ORDER# 2000010280 $10,000.00 TOTAL REFERENCE BID# 279-07

59. ENVIRONMENTAL SERVICES FROM LEEDS WWTP FROM FISHER SCIENTIFIC, BIRMINGHAM, AL, FOR LABORATORY SUPPLIES. SAP PURCHASE ORDER# 2000010472 $5,600.00 TOTAL REFERENCE BID# 334-06

60. ENVIRONMENTAL SERVICES FROM VALLEY CREEK WWTP FROM POLYDYNE, INC., ATLANTA, GA, FOR POLYMER SUPPLIES OPEN PURCHASE ORDER 2000010490. SAP PURCHASE ORDER# 2000010490 $145,000.00 TOTAL REFERENCE BID# 13-08

61. DISTRICT ATTORNEY BIRMINGHAM, FROM DELL MARKETING LP, ROUND ROCK, TX, TO PURCHASE 33 OPTIPLEX,745 DESKTOP COMPUTERS. SAP PURCHASE ORDER# 2000010388 $27,620.34 TOTAL REFERENCE BID# 81-07 REFERENCE SAP# 1000035940

62. INFORMATION TECHNOLOGY SERVICE FROM UNISYS CORPORATION, ATLANTA, GA, FOR UNISYS HARDWARE & SOFTWARE FOR NNX680/LIBRA, TO INCLUDE ALL COMPONENTS & INSTALLATION SERVICES FOR THE PERIOD OF 10/1/07 - 9/30/08. SAP PURCHASE ORDER# 2000010379 $184,000.00 TOTAL REFERENCE BID# 277-05 REFERENCE SAP# 1000003593

63. COOPER GREEN MERCY HOSPITAL FROM DONALD H. MARKS M.D., HOOVER, AL, FOR CLINICAL & RESEARCH SERVICES. SAP PURCHASE ORDER# 2000002354 $147,664.20 TOTAL

64. COOPER GREEN MERCY HOSPITAL FROM CITICORP VENDOR FINANCE, PHILADELPHIA, PA, FOR LEASING AGREEMENT FOR THE NORTEL CX 1000M PBX TELEPHONE. REFERENCE BID# 384-06 $66,500.00 TOTAL APPROVED BY COMMISSION ON 3/27/07.

65. JEFFERSON REHABILITATION HEALTH CENTER FROM SUNDANCE REHAB, CHANTILLY, VA, TO ADD FUNDS TO PROVIDE REHABILITATION SERVICES TO RESIDENTS.$660,000.00 TOTAL APPROVED BY COMMISSION ON 8/21/07.

66. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM DADE BEHRING, CHICAGO, IL, FOR MICROSCAN SUPPLIES AND REAGENTS FOR THE PERIOD OF 10/1/07 - 9/30/08. SAP PURCHASE ORDER# 2000010418 $10,000.00 TOTAL REFERENCE BID# 318-04

67. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM CARDINAL HEALTH, CHARLOTTE, NC, FOR MICROBIOLOGY SUPPLIES FOR THE PERIOD OF 10/1/07 - 9/30/08. SAP PURCHASE ORDER# 2000010419 $7,000.00 TOTAL REFERENCE BID# 318-04

68. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BIOMERIEUX VITEK, CHARLOTTE, NC, FOR BACT/ALERT SUPPLIES 10/1/07 - 9/30/08. SAP PURCHASE ORDER# 2000010421 $10,000.00
74. JEFFERSON REHABILITATION HEALTH CENTER FROM ELEMENT HEALTH, BIRMINGHAM, AL, TO PAY INVOICES FOR DIETARY SERVICES. SAP PURCHASE ORDER# 2000003565 $9,843.75 TOTAL

75. JEFFERSON REHABILITATION HEALTH CENTER FROM CONTINUITY, MONTGOMERY, AL, TO PAY OCTOBER INVOICE FOR MEDICAL DIRECTOR FEES. $4,200.00 TOTAL

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

Voting "Aye" Humphreys, Carns, Bowman and Collins.

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
12/11/2007

Profit Center  Vendor # Name  Text  Business Area  Amount  Doc No  Ref No
District 2  1019356  GIS CERTIFICATION INSTITUTE  GIS Cert for Leonid Mazur/Ali Sheikhzeinoddin  INFO TECH: GEOGRAPHIC INFO SYS  250.00  190006757
District 3  1019356  GIS CERTIFICATION INSTITUTE  GIS Cert for Leonid Mazur/Ali Sheikhzeinoddin  INFO TECH: GEOGRAPHIC INFO SYS  250.00  190006757
District 4  1019356  GIS CERTIFICATION INSTITUTE  GIS Cert for Leonid Mazur/Ali Sheikhzeinoddin  INFO TECH: GEOGRAPHIC INFO SYS  250.00  190006757

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
12/11/2007

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JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
12/11/2007

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District 4  1019356  GIS CERTIFICATION INSTITUTE  GIS Cert for Leonid Mazur/Ali Sheikhzeinoddin  INFO TECH: GEOGRAPHIC INFO SYS  250.00  190006757
Motion was made by Commissioner Carns seconded by Commissioner Humphryes that the Unusual Demands be approved. Voting "Aye" Carns, Humphryes, Bowman and Collins.

REQUEST FOR CERTIFICATION

Family Court - Clerk's Office
  Court Clerk
Human Resources
  Personnel Division Manager
Board of Equalization - Birmingham
  Administrative Assistant I - 2 positions
Tax Collector - Gardendale
  Administrative Assistant I
General Services - Administration
  Chief Building Maintenance
General Services - Elections
  Voting Machine Technician
Roads & Transportation - Hwy Maint. - Bessemer
  Heavy Equipment Operator
  Skilled Laborer
Roads & Transportation - Bessemer Division
  Labor Supervisor
  Construction Supervisor
Roads & Transportation - Hwy Maint. - Bessemer
  Equipment Services Worker
  Landscape Crewleader - 2 positions
  Laborer I - 3 positions
Environmental Services - Valley Creek WWTP
  Wastewater Treatment Plant Operator
  Motion was made by Commissioner Humphryes seconded by Commissioner Carns, that the Request for Certification be approved. Voting "Aye" Humphryes, Carns, Bowman and Collins.

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Family Court $0
   Shift a Probation Office position within the division. No Additional Funds Required.

2. Roads & Transportation $0
   Delete three CEO positions, an Administrative Assistant II and a Laborer II and a Laborer; and add two Landscape Crew Leaders, a Skilled Laborer, an Account Assistant II & an Equipment Service Worker. Annual difference $9,000. No Additional Funds Required.

3. General Services $207,412.50
   Rollover unencumbered funds from FY07 to FY08 where orders were in process at year-end but not completed. No
Additional Funds Required.

4. Cooper Green Mercy Hospital $181,195
   Rollover unencumbered funds from FY07 to FY08 for a nuclear medicine camera that was in the ordering process at year-end but not completed. No Additional Funds Required.

5. Environmental Services $83,661,853
   Rollover of Environmental Services Capital Funds to be used to establish the budget for Environmental capital projects. The source of these funds are previous bond proceeds restricted for use only toward capital improvements to the County sewer system. No Additional Funds Required.

B. FOR INFORMATION ONLY

Personnel Board $245
   Increase revenue and expenditures to record revenue collected from law enforcement sponsorship. No Additional Funds Required.

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

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

Voting

Aye Carns, Humphryes, Bowman and Collins.

Dec-11-2007-1573

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that individual request and purchases made on approved contracts for the purpose of re-stocking supplies and inventory by Cooper Green Mercy Hospital that may be processed without prior Commission approval be increased to $20,000.

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

Dec-11-2007-1574

Whereas, Jefferson County, through its Office of Community Development, will undertake various projects as part of its ongoing HOME programs; and

Whereas, the Jefferson County Office of Community Development has to complete the federally mandated Environmental Review process for its Homebuyer Assistance Program activities as required by applicable laws and regulations; and

Whereas, only when no significant environmental impact, other than beneficial, is determined or anticipated to result from a project as a result of the Environmental Review, the Office of Community Development will submit a "Finding of No Significant Impact" to the President of the Jefferson County Commission for execution.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President Bettye Fine Collins is authorized and hereby directed to execute the attached Finding of No Significant Impact for the North Smithfield Subdivision #2 for the development of owner-occupied housing in the unincorporated North Smithfield community of Jefferson County, Alabama.

ENVIRONMENTAL ASSESSMENT

Name: North Smithfield Subdivision #2
Number: This Finding is for a five year period (2007-2012)

ENVIRONMENTAL REVIEW FINDING

On the basis of the environmental assessment of the above project I have made the following finding.

X A FINDING OF NO SIGNIFICANT IMPACT

I find that this project is not a major federal action which will have a significant effect on the human environment and that a request to HUD for the release of project funds will not require an Environmental Impact Statement.

(Date) Bettye Fine Collins
President, Jefferson County Commission
WHEREAS, the estimated cost of the 2006 Emergency Housing Grant and the Housing Program Delivery has exceeded the project budget by Thirty Seven Thousand Seven Hundred Seventy Two and 48/100 Dollars ($37,772.48); and

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

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Department of Community Development is authorized to transfer Twenty Five Thousand & 00/100 Dollars ($25,000.00) to the 2006 Emergency Housing Grant budget and Twelve Thousand Seven Hundred Seventy Two & 48/100 Dollars ($12,772.48) to the Housing Program Delivery budget from the 2006 Housing Accessibility budget.

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

WHEREAS, the Jefferson County Commission previously approved a resolution on January 23, 2007 authorizing an Agreement between Jefferson County, AL and The People Development Center for a Public Service contract agreement.

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President, Bettye Fine Collins, is hereby authorized and directed to execute Amendment #1 to modify the time of performance by an additional four months. The new contract expiration date is January 31, 2008. The Agreement is from Program Year 2006 Federal funds.

AMENDMENT NO. 1
CDBG PUBLIC SERVICE GRANT AGREEMENT
CD06-05L-B35P0-CCR

This Amendment No. 1 dated , 2007 will modify the existing Contract Agreement between Jefferson County, Alabama (COUNTY) and The People Development Center (SUB-RECIPIENT) to read as follows:

PARAGRAPH] DELETE:

. . . which shall terminate on or before the 30th day of September, 2007, unless amended by written instrument as provided for herein.

SUBSTITUTE:

. . . which shall terminate on or before the 31st day of January, 2008, unless amended by written instrument as provided for herein.

This Amendment No. 1 in no way alters any other provisions of the original Agreement between the COUNTY and SUB-RECIPIENT other than those specifically cited herein above.

Witness: JEFFERSON COUNTY, ALABAMA
Bettye Fine Collins, President
Jefferson County Commission

Witness: THE PEOPLE DEVELOPMENT CENTER
Motion was made by Commissioner Humphryes seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Humphryes, Bowman, Carns and Collins.

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

WHEREAS, the CDBG Revolving Loan Fund accounts earned $10,241.03 in interest on accounts; and

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

NOW THEREFORE, BE IT RESOLVED, by the Jefferson Commission that the Jefferson County Treasurer is authorized to transfer $10,241.03 to HUD as indicated on the attached page.

The information below will be necessary to transfer the funds to the Department of Treasury and adjust the County's records.

ABA NUMBER: 021030004
Receiver information: TREAS/NYC/CTR/BNF=HUDSEA/AC86010501/OBI
Third Party information: Interest of $10,241.03 on Revolving Loan Funds Account

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

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Balch & Bingham, LLP to provide governmental affairs lobbyist services an additional year beginning October 1, 2007 and ending September 30, 2008 in the amount of $129,000.

Extension of Professional Services Contract

Reference the AGREEMENT (Contract No. 68-07) (copy attached - on file in the Minute Clerk's office) entered into on the 17th day of January, 2007, by and between Jefferson County, Alabama and Balch & Bingham, LLP, the effective date of which is February 1, 2007, for provision of professional lobbying services to Jefferson County.

In consideration of the afore stated premise, the parties agree to extend the above contract for a period of one year, from October 1, 2007 to September 30, 2008, upon the same terms and conditions.

CONTRACTOR: JEFFERSON COUNTY, ALABAMA
Stan Blanton, Partner Bettye Fine Collins, President
Balch & Bingham, LLP Jefferson County Commission

Motion was made by Commissioner Bowman seconded by Commissioner Humphryes that the above resolution be adopted. Voting "Aye" Bowman, Humphryes, Carns and Collins.
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 Warren, Averett, Kimbrough & Marino to amend compensation limit for accounting services in the amount of $91,400.

REQUEST TO AMEND COMPENSATION LIMIT FOR ACCOUNTING SERVICES UNDER CONTRACT NO. 107-07

November 6, 2007

Accounting Service

4a) "Audit of Cooper Green/Mercy Hospital's Financial statements ending 9/30/06"

Original estimated hours - 475 to 525

Hours added per Amendment #2 (September 2007) - 160

Original estimated fees - $81,900 to $90,500

Fees added per Amendment #2 (September 2007) - $23,200

Additional estimated hours required - 124

Additional fee request - $21,700

To be charged at hourly rates specified in original contract

The original estimates excluded hours for testing of material contracts per Section 4 (b) of Contract No.107-07. Upon identification of contracts to be reviewed, 84 hours was allocated for this testing. An additional 40 hours is also estimated to complete the audit project per our updated estimate.

4c) "Audit of Environmental Services Department's Financial Statements ending 9/30/06"

Original estimated hours - 1,350 to 1,435

Hours added per Amendment #2 (September 2007) - 446

Original estimated fees - $276,000 to $294,000

Fees added per Amendment #2 (September 2007) - $65,830

Additional estimated hours required - 398

Additional fee request - $69,700

To be charged at hourly rates specified in the original contract

Additional work was required primarily related to restricted cash, warrants payable, defeasance and deferred losses. Data was not readily available at the County offices and information from outside attorneys and trustees was requested and reviewed to substantiate historical amounts. A substantial amount of this work is partner-level work. Additionally, the financial statement footnotes for warrants payable and interest rate swaps (in excess of 25 pages) were redrafted to provide clarity over versions provided by the County.

Jim Robertson       Jefferson County representative
Warren, Averett, Kimbrough & Marino       Bettye Fine Collins, President

Motion was made by Commissioner Bowman seconded by Commissioner Humphries that the above resolution be adopted.

Voting "Aye" Bowman, Humphries, Carns and Collins.

Dec-11-2007-1580

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Renewal Agreement between Jefferson County, Alabama and IXP Corporation to provide consulting services for the proposed Jefferson County Combined Communications Center beginning August 21, 2007 and ending August 20, 2008.

CONSULTING SERVICES RENEWAL AGREEMENT

This Consulting Services Renewal Agreement between the Jefferson County Commission, through the General Services Department, and IXP Corporation, renews the term of the Consulting Services Agreement dated June 25, 2005, and approved by the Jefferson County Commission on 8-9-05, MB 149, Page(s) 12-14 and the Amendment to the Contract approved by the Commission on 7-18-06, MB 151, Page 372 for an additional 12 months from August 21, 2007 through August 20, 2008, at the same rate of compensation as agreed upon in the original Agreement.

IN WITNESS WHEREOF, the Parties have executed this agreement the 2nd day of November, 2007.

JEFFERSON COUNTY COMMISSION    CONSULTANT

Bettye Fine Collins, President     ______________________, President & COO
Motion was made by Commissioner Bowman seconded by Commissioner Humphryes that the above resolution be adopted. Voting "Aye" Bowman, Humphryes, Carns and Collins.

Dec-11-2007-1581

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 Proteck Cleaning Services to extend the agreement an additional ninety days in the amount of $18,402.

AMENDMENT TO CONTRACT

This Amendment to Contract entered into this 26th day of November, 2007, by and between Jefferson County, Alabama through the General Services Department (hereinafter referred to as "The Jefferson County Commission") and Proteck Cleaning Services, (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 8-30-04 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: December 31, 2007  To: March 31, 2008

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

Dec-11-2007-1582

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 the agreement an additional ninety days in the amount of $85,000.

AMENDMENT TO CONTRACT NO. 278-04

This Amendment to Contract entered into this 26th day of November, 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: December 31, 2007  To: March 31, 2008

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

University of Alabama at Birmingham
Sub-Recipient Agreement Amendment

Name: The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham
Name: Jefferson County Commission ("Sub-recipient")

Prime Award No: N/A  Sub-award No: 001
Awarding Agency: ALABAMA DEPARTMENT OF CORRECTIONS CFDA No: N/A
Principal Investigator : Foster Cook  Principal Investigator: Bettye Fine Collins
Sub-award Period of Performance:  
September 28, 2006 - September 27, 2008  Estimated Total: $150,000
Project Title:
Community Corrections Enhancement Project

The purpose of this amendment is to change/add the following:

PERIOD OF PERFORMANCE:

The period of performance of this Sub-award is hereby extended to September 27, 2008. This Sub-award shall not extend beyond September 27, 2008 unless agreed to in writing by both parties hereto. No costs shall be incurred under this Sub-award prior to the effective date nor subsequent to the termination date.

TYPE OF AWARD AND METHOD OF PAYMENT:

This Sub-award is a cost reimbursement award. Sub-recipient acknowledges and agrees to the terms regarding cost reimbursement set forth on Attachments 3 and 3-A. UAB will make one advance payment upon execution of this Sub-award in the amount of $100,000 toward completion of the Statement of Work.

ATTACHMENT 1, STATEMENT OF WORK:
See attached revision. (On file in the Minute Clerk's office)

ATTACHMENT 1-A, BUDGET:
See attached revision. (On file in the Minute Clerk's office)

EXCEPT AS SPECIFICALLY AMENDED HEREIN, SUBJECT AGREEMENT REMAINS IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, this Amendment has been executed in duplicate originals.

By an Authorized Representative of UAB  By an Authorized Representative of Sub-recipient
Jane Fant  Bettye Fine Collins, President
Assistant Vice President for Sponsored  Jefferson County Commission
Research Administration
Motion was made by Commissioner Bowman seconded by Commissioner Humphryes that the above resolution be adopted. Voting "Aye" Bowman, Humphryes, Carns and Collins.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to Planning Funding Agreement between Jefferson County, Alabama, the City of Birmingham and Sprint Nextel Corporation with for the 800 MHz reconfiguration to increase the fee paid by Nextel to Motorola. There is no financial obligations under the Agreement for Jefferson County or the City of Birmingham.

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

COOPER GREEN MERCY HOSPITAL GOVERNING BODY

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

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

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

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

Raymond Broughton, M.D.
Graciela Alarcon, M.D.
Zuan Dao Thi Pham, M.D.
William R. Harrison, M.D.
Ioana Shirley, M.D.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Alacare Home Health & Hospice for Cooper Green Mercy Hospital to provide in-hospital services as required through October 10, 2008. This is a revenue generating agreement.

CONTRACT RENEWAL AGREEMENT

This Contract Renewal Agreement between the Jefferson County Commission as the owner of Cooper Green Mercy Hospital and Alacare Home Health and Hospice renews the term of the Agreement dated 10-10-2006, and approved by the Jefferson County Commission on 10-10-2006, Minute Book 52, Page(s) 156, for an additional 12 months from 10-10-2007 through 10-10-2008, at the same rate of compensation to Hospital as defined in the contract.

IN WITNESS WHEREOF, the Parties have executed this agreement the 22nd day of October, 2007.

JEFFERSON COUNTY COMMISSION
Bettye Fine Collins, President

CONTRACTOR
John G. Beard, President
Motion was made by Commissioner Bowman seconded by Commissioner Humphryes that the above resolution be adopted. Voting "Aye" Bowman, Humphryes, Carns and Collins.

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Dec-11-2007-1587

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the academic training contract of the following is hereby approved in accordance with Administrative Order No. 92-6: Donald Mason - Sheriff's Department

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

Dec-11-2007-1588

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Renewal Agreement between Jefferson County, Alabama and Talent Tree Crystal to provide personnel to fill critical needs positions an additional twelve months pending approval of the agreement by the Jefferson County Personnel Board.

TEMPORARY STAFFING RENEWAL AGREEMENT

This Temporary Staffing Renewal Agreement between the Jefferson County Commission through the Human Resources Department and Talent Tree Crystal, renews the term of the Temporary Staffing Agreement dated October 1, 2006, and approved by the Jefferson County Commission on 1-23-07, MB 152, Pages 557-558, for an additional 12 months from October 1, 2007 through September 30, 2008, at the same rate of compensation as agreed upon in the original Agreement.

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

JEFFERSON COUNTY COMMISSION

Bettye Fine Collins, President

STAFFING AGENCY

APPROVED _____ DENIED _____ BY THE JEFFERSON COUNTY PERSONNEL BOARD DATE

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Dec-11-2007-1589

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Renewal Agreement between Jefferson County, Alabama and All Around Temps, d/b/a Darrel Walker WorkForce Systems to provide personnel to fill critical needs positions an additional twelve months pending approval of the agreement by the Jefferson County Personnel Board.

TEMPORARY STAFFING RENEWAL AGREEMENT

This Temporary Staffing Renewal Agreement between the Jefferson County Commission through the Human Resources Department and All Around Temps d/b/a Darrel Walker Workforce Systems, renews the term of the Temporary Staffing Agreement dated October 1, 2006, and approved by the Jefferson County Commission on 1-9-07, MB 152, Pages 516-517, for an additional 12 months from October 1, 2007 through September 30, 2008, at the same rate of compensation as agreed upon in the original Agreement.

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

JEFFERSON COUNTY COMMISSION

Bettye Fine Collins, President

STAFFING AGENCY
BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Renewal Agreement between Jefferson County, Alabama and Kelly Services to provide personnel to fill critical needs positions an additional twelve months pending approval of the agreement by the Jefferson County Personnel Board.

TEMPORARY STAFFING RENEWAL AGREEMENT

This Temporary Staffing Renewal Agreement between the Jefferson County Commission through the Human Resources Department and Kelly Services, renews the term of the Temporary Staffing Agreement dated October 1, 2006, and approved by the Jefferson County Commission on 1-9-07, MB 152, Page(s) 516-517, for an additional 12 months from October 1, 2007 through September 30, 2008, at the same rate of compensation as agreed upon in the original Agreement.

IN WITNESS WHEREOF, the Parties have executed this agreement the 8th day of November, 2007.

JEFFERSON COUNTY COMMISSION
Bettye Fine Collins, President

STAFFING AGENCY

APPROVED _____ DENIED _____ BY THE JEFFERSON COUNTY PERSONNEL BOARD DATE
BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Renewal Agreement between Jefferson County, Alabama and The Rose Group, d/b/a Suwannee Medical Personnel to provide nursing personnel to fill critical needs positions an additional twelve months pending approval of the agreement by the Jefferson County Personnel Board.

TEMPORARY NURSING RENEWAL AGREEMENT

This Temporary Nursing Renewal Agreement between the Jefferson County Commission, through the Jefferson Health System including Cooper Green Mercy Hospital and Jefferson Health Clinics and the Jefferson Rehabilitation and Health Center, and The Rose Group d/b/a Suwannee Medical Personnel, renews the term of the Temporary Nursing Agreement dated December 1, 2006, and approved by the Jefferson County Commission on 1-9-07, MB 152, Page(s) 507-508, for an additional 12 months from October 1, 2007 through September 30, 2008, at the same rate of compensation as agreed upon in the original Agreement.

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

JEFFERSON COUNTY COMMISSION
Bettye Fine Collins, President

STAFFING AGENCY

APPROVED _____ DENIED _____ BY THE JEFFERSON COUNTY PERSONNEL BOARD DATE

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Renewal Agreement between Jefferson County, Alabama and Mavi Figueres to provide language services to the Birmingham and Bessemer District Attorney offices an additional twelve months (FY07-08) in the amount of $40,000 pending approval of the agreement by the Jefferson County Personnel Board.

LANGUAGE INTERPRETIVE SERVICES RENEWAL AGREEMENT

This Language Interpretive Services Renewal Agreement between the Jefferson County Commission through the Bessemer and Birmingham District Attorney's Offices and Mavi Figueres, renews the term of the Language Interpretive Services Agreement dated September 9, 2005, and approved by the Jefferson County Commission on 1-11-05, MB 149, Page(s) 432-433, for an additional 12 months from October 1, 2007 through September 30, 2008, at the same rate of compensation as agreed upon in the original Agreement.

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

JEFFERSON COUNTY COMMISSION
Bettye Fine Collins, President

LANGUAGE INTERPRETER
Mavi Figueres

APPROVED _____ DENIED _____ BY THE JEFFERSON COUNTY PERSONNEL BOARD DATE

Motion was made by Commissioner Bowman seconded by Commissioner Humphryes that the above resolution be adopted. Voting "Aye" Bowman, Humphryes, Carns and Collins.
BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Blankenship & Seay Consulting Group to outline a pre-employment assessment process, known as the Executive Assessment Process, to be used in matching the County's need with candidates' abilities in an amount not to exceed $50,000.

CONTRACT NO. HRD-06

CONSULTING SERVICES CONTRACT

THIS AGREEMENT entered into this 7th day of September, 2007, by and between Jefferson County, Alabama, hereinafter called "the County", and, Blankenship & Seay Consulting Group, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2007.

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

WHEREAS, the Contractor desires to furnish said consulting 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: The Contractor shall perform all necessary professional services provided under this Contract as required by the County. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:

Contractor shall outline a preemployment assessment process to Human Resources to be used as an aid in providing reliable information about how management candidates match the needs and demands of a specific job. The Contractor shall help Human Resources implement this process, known as the Executive Assessment Process, to help the hiring manager gain an understanding of how the candidate will lead, contribute to the organization and work as a member of a team. This process will equip the hiring manager in understanding the kind of resources, support and supervision the candidate is likely to need in order to be effective in his/her role. Candidates to be evaluated are professionals ranging from Chief Accountant to Department Director.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional consulting services to Human Resources at any time after the effective date of this Contract. The completion date of all services under this Contract is September

4. COMPENSATION: The Contractor shall be compensated for services rendered as follows:

- Executive Assessment with written Report: $1600.00
- Additional Consultation Services Billed Hourly: $350.00/Hr.
- When work for the Jefferson County Commission requires travel, travel expenses will be billed separately

Above cost is per person evaluated. Cost of Contract not to exceed $50,000.00. Contractor shall submit an invoice to the Director of Human Resources for approval of payment stating service provided and cost.

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

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

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

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

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

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

11. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of $1,000,000 per occurrence.

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

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

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

CONTRACTOR:      JEFFERSON COUNTY, ALABAMA
Jon Blankenship, Ph.D.     Bettye Fine Collins, President
Blankenship & Seay Consulting Group   Jefferson County Commission

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following amendment to the agreement between Jefferson County, Alabama and Sherry & Company, Inc., d/b/a e-Staff, Inc., to provide temporary critical needs personnel as needed, which extends the agreement an additional year (FY07-08) and adds additional positions pending approval of the agreement by the Jefferson County Personnel Board.

AMENDMENT NO. 1

This Amendment to Contract entered into this 10th day of August, 2007, by and between Jefferson County, Alabama through the Human Resources Department and Sherry & Company, Inc, d/b/a e-Staff, Inc., (hereinafter referred to as "The Jefferson County Commission") Human Resources Department and Sherry & Company, Inc, d/b/a e-Staff, 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 1st day of October, 2006, which was approved by the Commission on 72407 and recorded in Minute Book 154, Page(s) 79-81, is hereby amended as follows:
Item 2. Amend the contract by adding the following positions and per hour and overtime rates to Attachment No. 1:

<table>
<thead>
<tr>
<th>Position</th>
<th>Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>13. Accountant</td>
<td>Per Hour: $20.48 ($15.75 Pay Rate)</td>
</tr>
<tr>
<td></td>
<td>Overtime: $30.72</td>
</tr>
<tr>
<td>14. Staff Accountant</td>
<td>Per Hour: $20.48 ($15.75 Pay Rate)</td>
</tr>
<tr>
<td></td>
<td>Overtime: $30.72</td>
</tr>
<tr>
<td>15. Senior Accountant</td>
<td>Per Hour: $23.40 ($18.00 Pay Rate)</td>
</tr>
<tr>
<td></td>
<td>Overtime: $35.10</td>
</tr>
</tbody>
</table>

Item 3. Extend the contract an additional 12 months from October 1, 2007 through September 30, 2008. All other terms and conditions remain as previously written.

Jefferson County Commission Contractor
Bettye Fine Collins, President Sherry Kidd, President

APPROVED ______ DENIED ______ BY THE JEFFERSON COUNTY PERSONNEL BOARD DATE

______________________

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

Dec-11-2007-1596

A RESOLUTION AUTHORIZING AN INCREASE IN THE ECONOMIC DEVELOPMENT DEPARTMENT'S FLEET, FROM TWO (2) TO THREE (3) UNITS, BY PROVIDING ONE (1) ADDITIONAL UNIT FOR USE BY THE WORKFORCE DEVELOPMENT DIVISION

WHEREAS, the Jefferson County Commission supports the need for the Jefferson County Economic Development Department within Jefferson County; and

WHEREAS, the Jefferson County Economic Development Department is requesting that one car be added to their Department.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the fleet of the Economic Development Department be increased by the requested one unit to three units and the Fleet Manager be and hereby is authorized to include these as part of that department's fleet.

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

Dec-11-2007-1597

A RESOLUTION AUTHORIZING AN INCREASE IN THE HUMAN RESOURCES DEPARTMENT'S FLEET, FROM ONE (1) TO TWO (2) UNITS, BY PROVIDING ONE (1) ADDITIONAL UNIT FOR USE BY THE DEPARTMENT

WHEREAS, the Jefferson County Commission supports the need for the Jefferson County Human Resources Department within Jefferson County; and

WHEREAS, the Jefferson County Human Resources Department is requesting that one car be added to their Department.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the fleet of the Human Resources Department be increased by the requested one unit to two units and the Fleet Manager be and hereby is authorized to include them as part of that department's fleet.

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

Dec-11-2007-1598
A RESOLUTION RETIRING ONE COUNTY UNIT AND PLACING ONE RETIRED COUNTY UNIT BACK INTO SERVICE

WHEREAS, the County Fleet Manager has determined that unit B973216 be retired due to condition of the unit.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that retired unit, B971221, be placed back into service replacing the above referenced unit for use by the Environmental Services Valley 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 Carns seconded by Commissioner Bowman that the above resolution be adopted. Voting “Aye” Carns, Bowman, Collins and Humphries.

_________________________
Dec-11-2007-1599

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Change Request No. 1 to the agreement between Jefferson County, Alabama and Alabama Department of Transportation, for the Alabama Veterans Memorial Transportation Enhancement Project, to change pay items (shrubs) from 3 gallon @ $18.00 to 1 gallon @ $12.00 with the quantity increasing from 495 to 743 plants. The bid amount of $8,910.00 does not change.

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

_________________________
Dec-11-2007-1600

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

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

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

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

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

Z-2007-012 Gary Michael Rice, owner. Change of zoning on Parcel ID# 4-28-0-0-8.4 and 8.5 in Section 28 Twp 14 Range 4 West from A-1 (Agriculture) to R-1 (Single Family) for a single family residential subdivision. (Site Only: 9913 Trammel Road, Dora, AL 35062) (CORNER) (13.3 Acres M/L.)

RESTRICTIVE COVENANT: 1. All lots shall have a minimum of 20,000 square feet. 2. Reversionary clause.
Z-2007-107  Emma L. Haynes, owner; Queen E. Johnson, agent. Change of zoning on Parcel ID# 12-23-2-2-2, Lot 34 according to the Map of Washington Hills Subdivision in Section 23 Twp 16 Range 1 West from R-2 (Single Family) to A-1 (Agriculture) for a mobile home. (Case Only: 4417 Hammond Road, Birmingham, AL 35235) (TRUSSVILLE) (1 Acre M/L)

RESTRICTIVE COVENANT: No more than one mobile home.

Motion was made by Commissioner Carns seconded by Commissioner Bowman that Z-07-012 and Z-07-107 be approved. Voting "Aye" Carns, Bowman, Collins and Humphryes.

Dec-11-2007-1601

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Raymond Bell, d/b/a Diamond Convenience Store, Inc. located at 408 N. Carson Road, Birmingham, AL 35215, for an off-premise retail beer and wine license, be and hereby is approved.

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

Dec-11-2007-1602

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the worker's compensation claim of Mark Brandenburg in the amount of Five Thousand Six Hundred Eighteen and 74/100 ($5,618.74) Dollars.

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

Dec-11-2007-1603

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

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

W I T N E S S E T H:

WHEREAS, the County desires to develop and promote County resources; and
WHEREAS, the County recognizes that Public Libraries of Jefferson County are resources of the County and fulfill public purposes; 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 quality education.

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 of this contract and end September 30, 2008.
2. The County shall pay to the Contractee a total of $1,090,000 as follows: $545,000 on or before January 1, 2008; $272,000 on April 1, 2008 and July 1, 2008.
3. The Contractee shall provide the following services to the County:
   a. Computer services including the maintenance and operation of a central processing unit to provide services such as a central membership file, a central list of library holdings and a telecommunications system.
   b. Continued central library support of countywide library network.
   c. Continued operation of the Automatic Circulation Control System.
   d. Continued support of the operation of the countywide Delivery System.
   e. Provide electronic databases to public libraries countywide.
f. Continued operation of the countywide Book-By-Mail program to provide library services for persons with disabilities and the homebound.

g. Continued online collections of eBooks, downloadable books and media.

h. Continued contribution toward the operation of the Springville Road Library.

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
Jefferson County Library Cooperative
Patricia Ryan, Executive Director

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Dec-11-2007-1604

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and Regional Planning Commission of Greater Birmingham. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Regional Planning Commission of Greater Birmingham (hereinafter called the "Contractee").

W I T N E S S E T H:

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

WHEREAS, the County recognizes the transportation systems within the County as public services resources of the County; and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to assist in the development and promotion of said County resources.
NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2008.
2. The County shall pay to the Contractee a lump sum payment of $83,057 upon execution of this contract.
3. The Contractee shall provide the following services:
   a. Transportation planning in accordance with requirements set out in the State certification.
   b. Assist the Metropolitan Planning Organization (MPO) in designating and implementing local transportation projects
   c. Assistance in the County as required in economic development undertakings.
   d. Provide planning and statistical services to the County on an area-wide and localized basis as required.

   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. The 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.

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
Bettie Fine Collins, President
Jefferson County Commission
Regional Planning Commission of Greater Birmingham
Charles Ball, Executive Director

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

Dec-11-2007-1605

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and The Foundation for Right Choices. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and The Foundation for Right


Choices (hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes that organizations with a mission to combat community deterioration and juvenile delinquency improves and enhances the quality of life in Jefferson County; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2008.

2. The County shall pay to the Contractee a lump sum payment of $5,000 upon execution of this contract.

3. The Contractee shall provide the following services:
   a. Conduct the MEAC_SWAC kick-off benefit on August 31, 2007 at the Birmingham Museum of Art. Proceeds of the event will support efforts to curb the number of people being incarcerated daily.

   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
The Foundation for Right Choices

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

Dec-11-2007-1606
BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and Bessemer Area Chamber of Commerce. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Bessemer Area Chamber of Commerce (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County desires to develop and promote County resources; and
WHEREAS, the County recognizes civic, economic and community development organizations as a resource of the County; and
WHEREAS, the County recognizes that organizations that promote the spirit of cooperation among and between business leaders and elected officials at the local and state levels as resources of the County
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 of this contract and end September 30, 2008.
2. The County shall pay to the Contractee a lump sum payment of $1,000 upon execution of this contract.
3. The Contractee shall provide the following services:

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
Bettey Fine Collins, President
Jefferson County Commission
Bessemer Area Chamber of Commerce

Motion was made by Commissioner Carns seconded by Commissioner Humphries that the above resolution be adopted. Voting
"Aye" Carns, Humphries, Bowman and Collins.
BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Commissioner Jim Carns is authorized to sign a Landfill Permit Renewal Application for Jefferson County Landfill No. 2, on behalf of Jefferson County, to be submitted to the Alabama Department of Environmental Management.

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

Thereupon the Commission Meeting was adjourned to meet Tuesday, December 18, 2007, at 10:00 a.m. in Commission Chambers.

ATTEST

Minute Clerk