

STATE OF ALABAMA)

JEFFERSON COUNTY) October 9, 2007

The Commission met in regular session at the Bessemer 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 Carns seconded by Commissioner Smoot that the Minutes of October 2, 2007, be approved. Voting "Aye" Carns, Smoot, Collins, Humphryes and Langford.

Oct-9-2007-1298

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Special Meeting of the Jefferson County Commission held on October 9, 2007, at 10:00 a.m. in the Jefferson County Courthouse in Birmingham is hereby acknowledged and confirmed and the following Staff Development and action taken and approved by the County Commission therein is hereby acknowledged, confirmed, ratified and approved.

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

STAFF DEVELOPMENT

John McClendon	Information Tech	Atlanta, Georgia SAP Authorization October 7-10, 2007	\$556.94
Margaret Howard	Information Tech	Atlanta, Georgia SAP - ABAP Workbench October 7-12, 2007	\$986.10
Jimmy Kennedy	Information Tech	Atlanta, Georgia SAP ABAP Workbench October 7-12, 2007	\$1,110.03
Raju Patel	Information Tech	Dallas, Texas SAP Bi-Data Acquisition October 14-19, 2007	\$1,373.85
Margaret Howard	Information Tech	San Francisco, California SAP Info Set Query & SAP Query October 21-26, 2007	\$2,017.53
Patricia Ferguson	Information Tech	San Francisco, California SAP - ABAP Workbench Foundations October 21-26, 2007	\$1,125.00
David Shockey	Information Tech	Dallas, Texas SAP Workflow October 21-27, 2007	\$1,082.82
Fredricka Snipes	Information Tech	Atlanta, Georgia SAP - Netweaver October 14-19, 2007	\$921.90
Loyd Gravitt	Information Tech	Dallas, Texas SAP Bi-Data Acquisition October 14-19, 2007	\$1,373.85
Fredricka Snipes	Information Tech	Dallas, Texas SAP - Workflow October 21-27, 2007	\$1,082.82

David Shockey	Information Tech	SAP WebFlow - Concepts, in-boxes, reporting & template usage	\$0.00
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Motion was made by Commissioner seconded by Commissioner that the Staff Development be approved. Voting "Aye"

STAFF DEVELOPMENT

Multiple Staff Development

Fleet Management/17 Participants

Mike Chambers	Ryan Strickland	Bessemer, Alabama	\$8,600.00
Robert Winslett	Johnny Crowe	Training in Automotive Technology	
Keith Butler	Darrell Jackson	October, 2007 - June, 2008	
Jeff Finneran,	Kent Stewart		
Chris Bates	Ray Kelley		
Randy Dobbs,	Roland Wall		
Herman Mulvehill	Nathan Roberts		
Wayne Clark	Damon Smith		
Tim Lollar			

Individual Staff Development

Tiffany Large	Family Court	Tampa, Florida National Center for State Courts - NCSC Technology Conference October 1-4, 2007	\$1,644.34
Robert C. Smith	Land Development	Birmingham, Alabama UNA Seminar for CAPZP re-certification November 17, 2007	\$169.00
Wesley Scott Moore	Revenue	Orlando & Ft. Lauderdale, Florida Audit CTI, Inc. & Manifique Parfumes, Inc. October 7-14, 2007	\$1,737.26
E. Wayne Sullivan	Roads & Trans	Tarrant City, Texas National Assn. of Counties - Transportation Steering Committee Meeting October 17-19, 2007	\$768.64
Justin Davis	Tax Assessor	Huntsville, Alabama 1 st Annual Rocket City Geospatial Conference October 14-17, 2007	\$555.70
William McAnally	Sheriff's Dept.	Orange Beach, Alabama Alabama Jail Assn. Conference October 16-19, 2007	\$399.88

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

- COOPER GREEN MERCY HOSPITAL FROM ADVANCED IMAGING, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD ADDITIONAL FUNDS TO PAY FOR THE MRI MACHINE AND MODULAR BUILDING FOR COOPER GREEN MERCY HOSPITAL. SAP PURCHASE ORDER# 2000004042 \$255,250.00 TOTAL

CONTRACT APPROVED BY THE COMMISSION ON 7/31/07 AND RECORDED IN MINUTE BOOK 154 AT PAGES 117119.

2. COOPER GREEN MERCY HOSPITAL FROM IVANS, ORLANDO, FL, TO CHANGE ORDER TO ADD ADDITIONAL FUNDS TO PAY FOR THE AUTOMATED OUTBOUND CALLING SYSTEM USED TO CALL ABOUT INSURANCE BILLING.
SAP PURCHASE ORDER# 2000002462 \$13,012.00 TOTAL
3. COOPER GREEN HOSPITAL - PHARMACY FROM FIRST DATA BANK, SAN BRUNO, CA, FOR DATA LICENSE FOR MEDITECH PHARMACY SYSTEM. SAP PURCHASE ORDER# 2000003657 \$17,880.00 TOTAL
4. ROADS & TRANSPORTATION TRAFFIC DEPARTMENT FROM TEMPLE INC., DECATUR, AL, FOR CONTROLLER, TRAFFIC SIGNAL WITH CABINET 8 PHASE SOLID STATE TYPE III TRAFFIC ACTUATED KEYBOARD LOAD WITH TIME BASE. REFERENCE SAP# 1000017934 \$17,128.00 TOTAL SAP PURCHASE ORDER# 2000006293
STATE OF ALABAMA CONTRACT# T-133
5. ROADS & TRANSPORTATION TRAFFIC DEPARTMENT FROM TEMPLE INC., DECATUR, AL, FOR 12' POLY SIGNAL AND PARTS; 50 EACH. REFERENCE SAP# 1000016459 \$16,700.00 TOTAL SAP PURCHASE ORDER# 2000006291
STATE OF ALABAMA CONTRACT# T-133
6. INFORMATION TECHNOLOGY FROM PINNACLE DATA SYSTEMS, BIRMINGHAM, AL, FOR EXTENSION OF CONTRACT FOR CONTRACTOR TO CONTINUE PROVIDING MICROFICHE MASTERS AND DUPLICATES TO INFORMATION TECHNOLOGY ON AN AS NEEDED BASIS. REFERENCE BID# 281-06 \$24,500.00 PER YEAR
7. GENERAL SERVICES, COOPER GREEN MERCY HOSPITAL & JEFFERSON REHAB FROM ALL AROUND TEMPS D/B/A DARRELL WALKER WORCKFORCE SYSTEMS, BIRMINGHAM, AL, FOR EXTENSION OF EXISTING CONTRACT FOR CONTRACTOR TO PROVIDE TEMPORARY PERSONNEL ON AN AS NEEDED EMERGENCY BASIS AS LONG AS NO CLASSIFIED OR MERIT SYSTEM EMPLOYEES ARE AVAILABLE. REFERENCE BID# 28806
\$165,000.00 TOTAL
CONTRACT APPROVED BY THE COMMISSION ON 01/09/07 AND RECORDED IN MINUTE BOOK 152 AT PAGES 516-517.
8. COOPER GREEN MERCY HOSPITAL, JEFFERSON REHAB, FINANCE, ETC., FROM TALENT TREE CRYSTAL, BIRMINGHAM, AL, FOR EXTENSION OF EXISTING CONTRACT FOR CONTRACTOR TO PROVIDE TEMPORARY PERSONNEL ON AS NEEDED EMERGENCY BASIS AS LONG AS NO CLASSIFIED OR MERIT SYSTEM EMPLOYEES ARE AVAILABLE. REFERENCE BID# 28806 \$75,000.00 TOTAL
CONTRACT APPROVED BY THE COMMISSION ON 01/23/07 AND RECORDED IN MINUTE BOOK 152 AT PAGES 557-558.
9. COOPER GREEN MERCY HOSPITAL, JEFFERSON REHAB, FINANCE, ETC., FROM KELLY SERVICES, BIRMINGHAM, AL, FOR EXTENSION OF EXISTING CONTRACT FOR CONTRACTOR TO PROVIDE TEMPORARY PERSONNEL ON AN AS NEEDED EMERGENCY BASIS AS LONG AS NO CLASSIFIED OR MERIT SYSTEM EMPLOYEES ARE AVAILABLE.
REFERENCE BID# 288-06 \$35,000.00 TOTAL
CONTRACT APPROVED BY THE COMMISSION ON 06/19/07 AND RECORDED IN MINUTE BOOK 153 AT PAGES 557-559.
10. GENERAL SERVICES, COOPER GREEN MERCY HOSPITAL, JEFFERSON REHAB, FROM SHERRY & COMPANY D/B/A E-STAFF, BIRMINGHAM, AL, FOR EXTENSION OF EXISTING CONTRACT FOR CONTRACTOR TO PROVIDE TEMPORARY PERSONNEL ON AN AS NEEDED EMERGENCY BASIS AS LONG AS NO CLASSIFIED OR MERIT SYSTEM EMPLOYEES ARE AVAILABLE. REFERENCE BID# 288-06 \$20,000.00 TOTAL
CONTRACT APPROVED BY THE COMMISSION ON 07/24/07 AND RECORDED IN MINUTE BOOK 154 AT PAGES 77-81.
11. COOPER GREEN MERCY HOSPITAL, FROM STATON & ASSOCIATES, BIRMINGHAM, AL, FOR EXTENSION OF EXISTING CONTRACT FOR CONTRACTOR TO PERFORM ENCEPHALOGRAPHIC TECHNOLOGISTS SERVICES TO THE HOSPITAL AS NEEDED. REFERENCE BID# 289-06 \$17,500.00 PER YEAR
CONTRACT APPROVED BY THE COMMISSION ON 02/27/07 AND RECORDED IN MINUTE BOOK 153 AT PAGES 102-103.
12. JEFFERSON REHABILITATION & HEALTH CENTER, FROM LYNN CAMPISI, BIRMINGHAM, AL, FOR EXTENSION OF EXISTING CONTRACT FOR CONTRACTOR TO PROVIDE ELDER LAW SERVICES TO THE RESIDENTS AND STAFF OF THE JEFFERSON REHABILITATION & HEALTH CENTER. REFERENCE BID# 296-06 \$6,000.00
TOTAL
CONTRACT APPROVED BY THE COMMISSION ON 01/09/07 AND RECORDED IN MINUTE BOOK 152 AT PAGES

520-521.

13. JEFFERSON REHABILITATION & HEALTH CENTER, COOPER GREEN MERCY HOSPITAL, SHERIFF'S DEPARTMENT, FROM PRESIDIO INVESTMENTS INC. D/B/A SHRED-IT, BIRMINGHAM, AL, FOR EXTENSION OF EXISTING PURCHASE ORDER FOR VENDOR TO CONTINUE PROVIDING CONFIDENTIAL DOCUMENTS AND OTHER MEDIA DESTRUCTION SERVICES TO THE COUNTY. REFERENCE BID# 297-06

\$8,000.00TOTAL

14. HUMAN RESOURCES DEPARTMENT, FROM ALACOMP, INC., BIRMINGHAM, AL, FOR EXTENSION OF EXISTING CONTRACT FOR CONTRACTOR TO PROVIDE PRE-EMPLOYMENT PHYSICALS TO PROSPECTIVE EMPLOYEES OF JEFFERSON COUNTY. REFERENCE BID #299-06 \$ 15,000.00 TOTAL

CONTRACT APPROVED BY THE COMMISSION ON 01/09/07 AND RECORDED IN MINUTE BOOK 152 AT PAGES 500-502.

15. JEFFERSON REHABILITATION & HEALTH CENTER, FROM REGIONAL BIOMEDICAL LABORATORY, GADSDEN, AL, FOR EXTENSION OF EXISTING CONTRACT FOR CONTRACTOR TO PROVIDE LABORATORY TESTING SERVICES TO THE RESIDENTS OF THE JEFFERSON REHABILITATION & HEALTH CENTER. REFERENCE BID# 307-06

\$18,000.00 TOTAL CONTRACT APPROVED BY THE COMMISSION ON 02/27/07 AND RECORDED IN MINUTE BOOK

153 AT PAGES 108-110.

16. JEFFERSON REHABILITATION & HEALTH CENTER, FROM SELF, MAPLES AND COPELAND, PC, ONEONTA, AL, FOR EXTENSION OF EXISTING CONTRACT FOR CONTRACTOR TO AUDIT, PREPARE AND SUBMIT MEDICARE & MEDICAID COST REPORTS TO THE STATE ON BEHALF OF JEFFERSON REHAB. REFERENCE BID# 309-06

\$10,500.00 TOTAL CONTRACT APPROVED BY THE COMMISSION ON 02/27/07 AND RECORDED IN MINUTE BOOK 153 AT PAGES 107-109.

17. HUMAN RESOURCES DEPARTMENT, FROM EVERS & ASSOCIATES, BIRMINGHAM, AL, FOR EXTENSION OF EXISTING PURCHASE ORDER FOR CONTRACTOR TO PROVIDE AUTOMOBILE DAMAGE APPRAISALS FOR JEFFERSON COUNTY. REFERENCE BID# 311-06 517,500.00TOTAL

18. COOPER GREEN MERCY HOSPITAL, FROM ALABAMA PSYCHOTHERAPY & WELLNESS CENTER, BIRMINGHAM, AL, FOR EXTENSION OF EXISTING CONTRACT FOR CONTRACTOR TO CONTINUE PROVIDING COUNSELING SERVICES TO HIV INFECTED PATIENTS AND THEIR CAREGIVERS AT COOPER GREEN MERCY HOSPITAL'S ST. GEORGE'S CLINIC. REFERENCE BID# 315-06 \$45,000.00 TOTAL CONTRACT APPROVED BY THE COMMISSION ON 02/27/07 AND RECORDED IN MINUTE BOOK 153 AT PAGES 98-100.

19. COOPER GREEN MERCY HOSPITAL, FROM REBECCA DOSSETT, BIRMINGHAM, AL, FOR EXTENSION OF EXISTING CONTRACT FOR CONTRACTOR TO CONTINUE PROVIDING COUNSELING SERVICES TO HIV INFECTED PATIENTS AND THEIR CAREGIVERS AT COOPER GREEN MERCY HOSPITAL'S ST. GEORGE'S CLINIC.

REFERENCE BID# 315-06\$15,000.00 TOTAL CONTRACT APPROVED BY THE COMMISSION ON 02/27/07 AND RECORDED IN MINUTE BOOK 153 AT PAGES 100-102.

20. COOPER GREEN MERCY HOSPITAL, FROM MELISSA L. MULLINS, BIRMINGHAM, AL, FOR EXTENSION OF EXISTNG CONTRACT FOR CONTRACTOR TO CONTINUE PROVIDING THERAPEUTIC DIETARY RECOMMENDATIONS AND COUNSELING SERVICES TO COOPER GREEN MERCY HOSPITAL'S ST. GEORGE'S CLINIC'S HIV INFECTED PATIENTS.

REFERENCE BID# 316-06 \$15,000.00 TOTAL CONTRACT APPROVED BY THE COMMISSION ON 01/23/07 AND RECORDED IN MINUTE BOOK 152 AT PAGES 555-556.

21. COOPER GREEN MERCY HOSPITAL, FROM MEREDITH ATWATER, BIRMINGHAM, AL, FOR EXTENSION OF EXISTING CONTRACT FOR CONTRACTOR TO CONTINUE PROVIDING THERAPEUTIC DIETARY RECOMMENDATIONS AND COUNSELING SERVICES TO COOPER GREEN MERCY HOSPITAL'S ST. GEORGE'S CLINIC'S HIV INFECTED PATIENTS.

REFERENCE BID# 316-06 \$15,000.00 TOTAL CONTRACT APPROVED BY THE COMMISSION ON 01/23/07 AND RECORDED IN MINUTE BOOK 152 AT PAGES 556-557.

22. GENERAL SERVICES DEPARTMENT, FROM PROTEK CLEANING SERVICES, BIRMINGHAM, AL, FOR EXTENSION OF EXISTING CONTRACT FOR CONTRACTOR TO CONTINUE PROVIDING JANITORIAL SERVICES TO THE JEFFERSON COUNTY FAMILY COURT AND YOUTH DETENTION CENTER. REFERENCE BID # 341-06

\$72,000.00 TOTAL

CONTRACT APPROVED BY THE COMMISSION ON 10/10/06 AND RECORDED IN MINUTE BOOK 152 PAGES 154-155.

23. GENERAL SERVICES DEPARTMENT, FROM FALLS JANITORIAL SERVICES, BIRMINGHAM, AL, FOR EXTENSION OF EXISTING CONTRACT FOR CONTRACTOR TO CONTINUE PROVIDING JANITORIAL SERVICES TO THE JEFFERSON COUNTY CRIMINAL JUSTICE BUILDING. REFERENCE BID# 341-06 \$162,000.00 TOTAL CONTRACT APPROVED BY THE COMMISSION ON 10/10/06 AND RECORDED IN MINUTE BOOK 152 AT PAGES 152-154.
24. JEFFERSON COUNTY DISTRICT ATTORNEY, FROM FREEDOM COURT REPORTING, BIRMINGHAM, AL, FOR EXTENSION OF EXISTING PURCHASE ORDER FOR CONTRACTOR TO CONTINUE PROVIDING COURT REPORTER SERVICES TO THE DISTRICT ATTORNEY'S OFFICE. REFERENCE BID# 43-07 \$17,500.00 TOTAL
25. INFORMATION SERVICES - ARCHITECT GROUP, FROM ORACLE, CHICAGO, IL, TO COVER MAINTENANCE/SUPPORT FOR ORACLE SOFTWARE FOR THE PERIOD OF 05/27/07 TO 10/24/07. REFERENCE BID# 312-06 \$106,311.39 TOTAL
REFERENCE SAP# 1000022359 SAP PURCHASE ORDER # 2000006414
26. INFORMATION SERVICES - TECH SERVICE DEPT, FROM XEROX CORPORATION, DALLAS, TX, TO COVER COPIER OVERAGES FOR THE PERIOD OF 10/01/06 TO 09/30/07. REFERENCE BID# 373-06 \$45,000.00 TOTAL
REFERENCE TAG# 740311, 740347 TAG PO# 259162 SAP PURCHASE ORDER# 2000001936
27. JEFFERSON COUNTY SHERIFF'S OFFICE, FROM GT DISTRIBUTORS OF GA INC., ROSSVILLE, GA, FOR MULTIPLE AWARD FOR AMMUNITION BID LINE ITEM 4. REFERENCE BID #31607 \$3,732.30 TOTAL
28. JEFFERSON COUNTY SHERIFF'S OFFICE, FROM PRECISION DELTA CORPORATION, RULEVILLE, MS, FOR MULTIPLE AWARD FOR AMMUNITION BID. REFERENCE BID# 316-07 \$30,918.00 TOTAL
29. WIA - COMMUNITY DEVELOPMENT, FROM CORPORATE EXPRESS, BIRMINGHAM, AL, FOR METAL, LATERAL FILE CABINETS 8 r @ \$794.31 EACH. REFERENCE BID #23506 \$6,354.48 TOTAL
SAP PURCHASE ORDER# 2000006339
30. JEFFERSON REHABILITATION & HEALTH CENTER, FROM SYSCO, CALERA, AL, FOR MISCELLANEOUS GROCERIES.
REFERENCE BID# 27606 \$10,000.00 TOTAL SAP PURCHASE ORDER# 2000006343
31. COOPER GREEN MERCY HOSPITAL - PHARMACY, FROM PRODUCTS UNLIMITED, INC., JUSTIN, TX, FOR PHARMACY REFRIGERATOR. REFERENCE BID# 278-07 \$9,997.87 TOTAL SAP PURCHASE ORDER# 9000001088
32. ENVIRONMENTAL SERVICES - LEEDS WWTP, FROM BRENNTAG MIDSOUTH, MADISON, AL, FOR LIQUID ALUM. REFERENCE BID# 185-06 \$4,000.00 TOTAL SAP PURCHASE ORDER# 2000003401
33. JEFFERSON COUNTY SHERIFF'S OFFICE, FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, TO ADD FUNDS TO PURCHASE ORDER NO. 2000000208. REFERENCE BID# 123-07 \$7,000.00 TOTAL
SAP PURCHASE ORDER# 2000000208
34. GENERAL SERVICES - BULK STORES, FROM C.I.E. WIRE & CABLE, INC., PELHAM, AL, FOR COMMUNICATIONS CABLE, CATEGORY 6 PLENUM RATED (YELLOW & RED). REFERENCE BID# 332-07 \$10,600.00 TOTAL
35. OFFICE OF SENIOR CITIZENS, FROM ALABAMA AEGIS, BIRMINGHAM, AL, FOR GERIATRIC CASE MANAGEMENT, CHORE SERVICES, MEDICATION MANAGEMENT, GRANDPARENTS WHO PARENT GRANDCHILDREN PROGRAMS.
REFERENCE BID# 230-04 \$10,275.00 TOTAL TAG P.O. #228384 SAP PURCHASE ORDER# 2000005309
36. OFFICE OF SENIOR CITIZENS, FROM CONTINUOUS CARE SERVICE ALABAMA LLC, BIRMINGHAM, AL, FOR PERSONAL CARE AND HOME MAKER SERVICES TO FRAIL OLDER ADULTS. REFERENCE BID# 230-04 \$11,732.00 TOTAL TAG P.O. 227259 SAP PURCHASE ORDER# 2000002879

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

Profit Center	Vendor #	Name	Text	Business Area	Document No	Amount
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Coroner	CORONER/MEDICAL EXAM		31.93 1900003839
District 1	1002984	DEWAYNE CABANISS	Travel Reimbursement for Corrected Amount	CGH: ADMINISTRATION		70.72 1900003219
District 1	1018815	LOU ELLEN WEYGAND	Estate Refund made payable to Lou Ellen Weygand	CO HOME: BUSINESS OFFICE		351.07 1900003514
District 1	1018816	WANDA ODOM	Estate Refund made payable to Wanda Odom	CO HOME: BUSINESS OFFICE		581.94 1900003515
District 1	1018964	CALVIN WRIGHT FOR THE ESTATE OF	Estate Refund made payable to Calvin Wright	CO HOME: BUSINESS OFFICE		142.74 1900003743
District 1	1018965	LINDA TAYLOR FOR THE ESTATE OF	Estate Refund made payable to Linda Taylor	CO HOME: BUSINESS OFFICE		185.84 1900003738
District 1	1018989	DOUGLAS MAY	Telephone Deposit	CO HOME: BUSINESS OFFICE		50.00 1900003726
District 2	1000193	JEFFERSON CO TREASURER	McDonald reimburse for IronPort 7/9-12/07	INFO TECH: NETWORK SUPPORT		15.59 1900002981
District 2	1000193	JEFFERSON CO TREASURER	Petty Cash-Information Technology	INFO TECH: NETWORK SUPPORT		12.15 1900002983
District 2	1000193	JEFFERSON CO TREASURER	Petty Cash-Information Technology	INFO TECH: NETWORK SUPPORT		246.03 1900003706
District 2	1000193	JEFFERSON CO TREASURER	Petty Cash-Information Technology	INFO TECH: NETWORK SUPPORT		218.94 1900003807
District 2	1000193	JEFFERSON CO TREASURER	Petty Cash-Information Technology	INFO TECH: NETWORK SUPPORT		183.15 1900003808
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-Land Development	LAND DEVELOPMENT		29.99 1900003519
District 3	1000193	JEFFERSON CO TREASURER	Petty cash- Fleet Management	FLEET MGMT: ADMINISTRATION		70.00 1900003617
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-EMA	EMERGENCY MANAGEMENT AGENCY		804.95 1900003805
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-Roads & Transportation	R&T: HIGHWAY MAINT-BESSEMER		125.98 1900003813
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-Roads & Transportation	R&T: RIGHT OF WAY		34.10 1900003871
District 3	1000817	AMERICAN SOCIETY OF	Membership Renewal for E. Wayne Sullivan	R&T: ADMINISTRATION		240.00 1900003602
District 3	1001020	INTERNATIONAL RIGHT OF	IRWA Membershp Dues for Kelly D. Watson-ROW	R&T: RIGHT OF WAY		86.25 1900003724
District 3	1002434	TRACY A PATE	Travel Reimbursement for Tracy Pate	R&T: HIGHWAY ENG & CONSTRUCTIO		118.94 1900003595
District 3	1006206	SKYLINE PUBLISHING CO	SUBRIB# FL35234TYLERCH171ANE R1 OCT 07	FLEET MGMT: ADMINISTRATION		195.00 1900002459
District 3	1018681	SWF BIRMINGHAM LLC	Pay Timber Damages Dogwood Grove Rd 414.006	R&T: RIGHT OF WAY		316.27 1900003297
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-General Services			85.09 1900003655
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Family Court	FC JUVENILE PROBATION		119.48 1900003705
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Revenue	REVENUE		24.59 1900003838
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-General Services	GEN SVC CENTRAL LAUNDRY		3.98 1900003841
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Revenue	REVENUE		90.00 1900003874
District 4	1000314	JEFF CO COUNCIL ON AGING	Reimbursement for fans for senior citizens	SENIOR CITIZEN SERVICES		1,000.00 1900003449
District 4	1000364	BARBARA MARTIN	Reimbursemt for travel Sept. 16 - Sept. 19	SENIOR CITIZEN SERVICES		89.09 1900003466
District 4	1000526	CITY OF TRUSSVILLE	REIMB TRUSS CONS DATA FOR SEP EST 07	FINANCE SEWER SERVICES		3,614.25 1900003811
District 4	1000627	THE AWARD CENTER	plaques and trophies purchased on behalf of seniors	SENIOR CITIZEN SERVICES		135.00 1900003532
District 4	1002469	NATNL ASSOC OF AREA	FY 2008 Dues for N4A	SENIOR CITIZEN SERVICES		140.00 1900003441
District 4	1002736	THE TRAVELERS	liability Insurance Policy #8128C2035	SENIOR CITIZEN SERVICES		1,719.00 1900003367
District 4	1002785	WILLIAM VOIGT	travel reimbursment for W. Voigt	SENIOR CITIZEN SERVICES		470.03 1900003363
District 4	1002785	WILLIAM VOIGT	travel reimbursment for W. Voigt	SENIOR CITIZEN SERVICES		103.76 1900003372
District 4	1018857	PATSY THOMPSON	canvassing of votes on November 8, 2006 for June 5	GEN SVCS: ELECTIONS		150.00 1900003526
District 4	1018993	WRATT FOUNDATION	INVOICE 260708	FINANCE ADMINISTRATION		955.88 1900003699
District 4	1018994	POLICY EXCHANGE FOUNDATION	INVOICE 200708	FINANCE ADMINISTRATION		1,615.94 1900003698
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VALLEY MAINTENANCE SHOP		96.62 1900003386
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: TRUSSVILLE WWTP		47.37 1900003516
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: FIVE MILE MAINTENANCE SHOP		62.63 1900003657
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: FIVE MILE MAINTENANCE SHOP		9.96 1900003658
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: FIVE MILE MAINTENANCE SHOP		56.25 1900003659
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: FIVE MILE MAINTENANCE SHOP		305.63 1900003660
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: FIVE MILE MAINTENANCE SHOP		9.12 1900003661
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: FIVE MILE MAINTENANCE SHOP		10.08 1900003662
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: FIVE MILE MAINTENANCE SHOP		49.99 1900003663
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: FIVE MILE MAINTENANCE SHOP		80.19 1900003664
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: FIVE MILE MAINTENANCE SHOP		251.13 1900003665
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: FIVE MILE MAINTENANCE SHOP		161.42 1900003666
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: FIVE MILE MAINTENANCE SHOP		69.39 1900003667
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: FIVE MILE CREEK WWTP		7.92 1900003668
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: TRUSSVILLE WWTP		44.10 1900003671
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: TRUSSVILLE WWTP		42.88 1900003672
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: LEEDS WWTP		4.00 1900003696
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: PACKAGE WWTP & PUMP STATIO		108.00 1900003700
District 5	1000193	JEFFERSON CO TREASURER	printhead cartridges for Prudes WWTP	ES: FIVE MILE CREEK WWTP		101.97 1900003701
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ECON DEV WORKFORCE INVESTMENT		57.55 1900003709
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	COMMISSIONER, DISTRICT 5		318.72 1900003762
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: PACKAGE WWTP & PUMP STATIO		177.02 1900003806
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: INSP ENG & CONSTRUCTION		546.33 1900003834
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: BARTON LAB		12.22 1900003872
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: LEEDS WWTP		21.87 1900003934
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: LEEDS WWTP		8.37 1900003936
District 5	1004602	D R HORTON	Refund of Sewer Impact Fees 12 Fixtures	ES: SANITATION ADMINISTRATION		2,680.00 1900003613
District 5	1004602	D R HORTON	Refund of Sewer Impact Fees 11 Fixtures	ES: SANITATION ADMINISTRATION		2,455.00 1900003614
Joint Responsibility	1000128	JEFF CO DEPUTY TREASURER	Petty Cash-Bessemer Tax Assessor	TAX ASSESS BESS MAPPING & APPR		3.94 1900003015
Joint Responsibility	1000128	JEFF CO DEPUTY TREASURER	Petty Cash-Bessemer Sheriff's	SHER ENFORCE-BESSEMER		168.00 1900003603
Joint Responsibility	1000128	JEFF CO DEPUTY TREASURER	Petty Cash-Bessemer Sheriff's	SHER ENFORCE-BESSEMER		13.50 1900003681
Joint Responsibility	1000128	JEFF CO DEPUTY TREASURER	Petty Cash-Bessemer Jail	SHER CORRECT-BESSEMER		287.00 1900003842
Joint Responsibility	1000164	COBBS ALLEN & HALL	UD-Additional Property Ins. Renewal-FY2008	NON-DEPT EXPENDITURES		9,617.00 1900003549
Joint Responsibility	1000164	COBBS ALLEN & HALL	Property Insurance Renewal	NON-DEPT EXPENDITURES		624,246.00 1900003903
Joint Responsibility	1000193	JEFFERSON CO TREASURER	Petty Cash-Sheriff's Dept	SHER CORRECT-BIRMINGHAM		315.93 1900003531
Joint Responsibility	1000193	JEFFERSON CO TREASURER	Petty Cash-Tax Assessor	TAX ASSESS BHAM ASSESSMENTS		59.95 1900003608
Joint Responsibility	1000193	JEFFERSON CO TREASURER	Cash Ticket for office supplies	BD OF EQUAL - BHAM STATE		86.97
Joint Responsibility	1900003656					
Joint Responsibility	1000193	JEFFERSON CO TREASURER	Petty Cash-Tax Assessor	TAX ASSESS BHAM ASSESSMENTS		45.04 1900003697

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

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

REQUEST FOR CERTIFICATION

Probate Court

Court Clerk

Family Court - Clerk's Office

Administrative Assistant II

Tax Collector - Bessemer

Accounting Assistant I

Environmental Services - Sanitation Administration - Sewer Impact

Director of Environmental Services

Drafter

Environmental Services - E&C - Construct Sewer Line

Construction Equipment Operator

Construction Supervisor

Environmental Services - E&C - Inspection & Grouting

Heavy Equipment Operator

Skilled Laborer

Closed Circuit TV Technician

Environmental Services - Norman Skinner (Leeds) WWTP

Wastewater Plant Shift Supervisor

Environmental Services - Barton Lab

Environ Chemist

Jefferson Rehabilitation & Health Center - Environmental Services

Housekeeping Assistant - 2 positions

Jefferson Rehabilitation & Health Center - Nursing Services - Nursing Facility

Certified Nursing Assistant (C.N.A.) - 23 positions

Licensed Practical Nurse (L.P.N.) - 11 positions

Cooper Green Mercy Hospital - Medical/Surgical

Medical Clerk

Charge Nurse

Cooper Green Mercy Hospital - 7East

Medical Clerk

Charge Nurse

Cooper Green Mercy Hospital - Emergency Room

Staff Nurse - Baylor

Cooper Green Mercy Hospital - Laboratory

Medical Laboratory Technician - 2 positions

Cooper Green Mercy Hospital - Laboratory Blood Bank

Medical Tech Supervisor

Cooper Green Mercy Hospital - Radiology

Medical Clerk

Diagnostic Imaging Technician

Cooper Green Mercy Hospital - Nuclear Medicine

Diagnostic Imaging Technologist

Cooper Green Mercy Hospital - Accounting

Principal Accountant

Cooper Green Mercy Hospital - Eligibility

Medical Clerk

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

Communication was read from Budget & Management recommending the following:

A. BUDGET TRANSACTIONS

1. Information Technology \$4,712

Add purchasing memorandum to purchase two Blue Coat SSL license and card. No Additional Funds Required.

2. Information Technology \$2,223

Add purchasing memorandum to purchase a Blue Coat SSL license and card. 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-9-2007-1299

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Troy Haas is hereby reappointed to serve on the Jefferson County Economic and Industrial Development Authority effective November 1, 2007 and ending October 31, 2011.

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

Oct-9-2007-1300

BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins, be and she hereby is authorized, directed and empowered to execute the Termination of an Agreement between Jefferson County, Alabama and Khafra dated March 30, 2004 for the provision of architectural services in connection with the Lipscomb Fire Station project.

TERMINATION OF AGREEMENT

FOR

LIPSCOMB FIRE STATION

WHEREAS, by contract signed March 30, 2004, Jefferson County engaged KHAFRA to design the Lipscomb Fire Station; and
WHEREAS, the parties have determined to terminate the contract by mutual agreement.

W I T N E S S E T H

In consideration of the Premises, Jefferson County and KHAFRA hereby mutually agree to terminate their contract describe above upon the following terms:

Each party acknowledges their respective interest in the contract are satisfied and waive and release the other from any further performance or consideration whatsoever.

Executed on this 9th day of October, 2007

Jefferson County, Alabama

KHAFRA

Bettye Fine Collins, President

_____, Director of Architecture

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-9-2007-1301

BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins, be and she hereby is authorized, directed and empowered to execute the Termination of an Agreement between Jefferson County, Alabama and Khafra dated March 30, 2004 for the provision of architectural services in connection with the Brighton Fire Station project.

TERMINATION OF AGREEMENT

FOR
BRIGHTON FIRE STATION

WHEREAS, by contract signed March 30, 2004, Jefferson County engaged KHAFRA to design the Brighton Fire Station; and
WHEREAS, the parties have determined to terminate the contract by mutual agreement.

WITNESSETH

In consideration of the Premises, Jefferson County and KHAFRA hereby mutually agree to terminate their contract describe above upon the following terms:

Each party acknowledges their respective interest in the contract are satisfied and waive and release the other from any further performance or consideration whatsoever.

Executed on this 9th day of October, 2007

Jefferson County, Alabama

KHAFRA

Bettye Fine Collins, President

_____, Director of Architecture

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-9-2007-1302

BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins, be and she hereby is authorized, directed and empowered to execute the Termination of an Agreement between Jefferson County, Alabama and C & N Contractors for the construction of the Brighton Fire Station project dated May 31, 2006. As a result of this termination Jefferson County will reimburse C & N Contractors \$11,750.00 (Eleven Thousand, Seven Hundred & Fifty and no/100). No additional funds are required.

TERMINATION OF AGREEMENT

FOR
BRIGHTON FIRE STATION

WHEREAS, by contract signed March 31, 2006, Jefferson County engaged C&N Contractors to construct the Brighton Fire Station; and

WHEREAS, the parties have determined to terminate the contract by mutual agreement.

WITNESSETH

In consideration of the Premises, Jefferson County and C&N Contractors hereby mutually agree to terminate their contract describe above upon the following terms:

1. Jefferson County will reimburse C&N Contractors in the amount of \$5,840.00 for the unused building permit issued by Brighton.
2. Jefferson County will reimburse C&N Contractors \$4,000.00 for accounting procedures and general conditions resulting from the contract.
3. Jefferson County will reimburse C&N Contractors the remaining retainage for work in place in the amount of \$1,910.00.

NOTE: The Jefferson County Roads and Transportation Department will fill the existing excavation foundation. Consequently, the total amount to be reimbursed to C&N Contractors is \$11,750.00, as above.

Upon C&N Contractor's receipt of the funds mentioned above, each party will acknowledge their respective interest in the contract are satisfied and waive and release the other from any further performance or consideration whatsoever.

Jefferson County, Alabama

C&N Contractors

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-9-2007-1303

WHEREAS, the Jefferson County Commission previously approved a resolution on December 5, 2006 authorizing an Agreement between Jefferson County, AL and Clay Senior Activity 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 sixty days. The new contract expiration date is November 30, 2007. The Agreement is from Program Year 2006 Federal funds.

AMENDMENT NO. 1
CDBG PUBLIC SERVICE GRANT
AGREEMENT
CD06-05A-B34P0-CSC

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

PARAGRAPH 1

DELETE.

... which shall terminate on or before the 3e day of September,2007, unless amended by written instrument as provided for herein.

SUBSTITUTE:

. . . which shall terminate on or before the 30th day of November, 2007, 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 SUBRECIPIENT other than those specifically cited herein above.

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

Witness: CLAY SENIOR ACTIVITY CENTER
Charles Hart, Mayor

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

Oct-9-2007-1304

WHEREAS, the Jefferson County Commission previously approved a resolution on December 5, 2006 authorizing an Agreement between Jefferson County, AL and Childcare Resources 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 One Hundred Twenty Three days. 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
CD060-5L-B35P0-CCR

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

PARAGRAPH 1

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 SUBRECIPIENT other than those specifically cited herein above.

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

Witness: CHILDCARE RESOURCES

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

Oct-9-2007-1305

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Atlanta Building Maintenance to provide janitorial services for the WIA office located at 3420 3rd Avenue, South, Birmingham, Alabama 35222 for a period of three months, through December 31, 2007, in the amount of \$3,750. All costs will be paid with federal funds.

CONTRACT NO. WIA-01

CONTRACT FOR JANITORIAL SERVICES

THIS AGREEMENT entered into this 2nd day of October, 2007 by and between Jefferson County, Alabama, hereinafter called "the County", and Atlanta Building Maintenance, Inc., hereinafter called "the Contractor".

WHEREAS, the County desires to contract for janitorial services for the Office of Economic Development, hereinafter called "Workforce Development"; and

WHEREAS, the Contractor desires to furnish said janitorial 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 do, perform, and carry out in a satisfactory manner the cleaning requirements for the Workforce Development Building located at 3420 Third Avenue North, Birmingham, Alabama 35222. The Contractor shall be responsible for supplying all paper products, supplies and cleaning equipment and chemicals necessary to clean the building.
The Contractor shall provide the janitorial and cleaning services as required per the specifications, Attachment A, hereby referenced and made a part of this Contract. Exhibit A, attached to this Contract, designates the areas to be cleaned and the schedule for frequency of service. Exhibit B is also included for additional services not performed on a routine basis. (Attachments and Exhibits on file in the Minute Clerk's office)
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** Contract shall be effective upon execution and shall terminate on December 31, 2007.
4. **COMPENSATION:** The Contractor shall be compensated for janitorial and cleaning services at the per month cost of \$1250.00 per month payable per submission of an approved invoice. Invoices 30 days past due are subject to a late fee/interest calculates at 1.5% and in the event the account becomes delinquent, the customer agrees to pay reasonable attorney fees and court costs.
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, 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. **INSURANCE:** Contractor will maintain such insurance as will protect it and the County from claim 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 and shall include Jefferson County, Alabama as Added Additional Insured including a thirty (30) day written cancellation notice, see Attachment A.
9. **SUSPENSION AND TERMINATION:** This Contract may be suspended or terminated by the County upon at least a thirty (30)

day written notice. In the event of suspension or termination not the fault of the Contractor, the Contractor shall be compensated for all eligible expenditures to the date of suspension or termination, less any payment of reimbursement already made. The Contract shall also terminate if funding ceases to be available. In such situations, the thirty (30) day written notice, referenced above, will not apply.

Upon termination of the contract, the County agrees not to hire any of the Contractor's employees and/or subcontractors to perform duties such as described in the cleaning specifications.

10. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law

11. INDEMNIFICATION 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.

12. 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.

13. 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

CONTRACTOR

Kevin McCann, President

Atlanta Building Maintenance, Inc.

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

Oct-9-2007-1306

WHEREAS Charles McPherson desires to serve on the Jefferson County Economic and Industrial Development Authority board for his second term.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Charles McPherson is hereby reappointed to serve on the Jefferson County Economic and Industrial Development Authority board effective November 1, 2007 and ending October 31, 2011.

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

Oct-9-2007-1307

WHEREAS Virginia Doyle desires to serve on the Jefferson County Economic and Industrial Development Authority board for her second term.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Virginia Doyle is hereby reappointed to serve on the

Jefferson County Economic and Industrial Development Authority board effective November 1, 2007 and ending October 31, 2011.

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-9-2007-1308

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment No. 2 to the Agreement between Jefferson County, Alabama and Warren, Averett, Kimbrough & Marino, LLC revising the estimated hours and fees for the audit of Cooper Green Mercy Hospital and the Environmental Services Department which adds an estimated \$89,030 in fees.

CONTRACT NO.107-07

AMENDMENT NO. 2

This Amendment to Contract entered into this 30th day of July, 2007, by and between Jefferson County, Alabama (hereinafter referred to as "The Jefferson County Commission") and Warren, Averett, Kimbrough & Marino, LLC, (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 28th day of March, 2007, which is attached and made part of this amendment by reference, is hereby amended as follows:

Item 4. Amend the "COMPENSATION" paragraph as follows:

Under (a) "Audit of Cooper Green/Mercy Hospital's Financial Statements ending 9/30/06", change the original estimated hours and original estimated fees as shown below:

Original Estimated Hours - 475 to 525 - Change by adding 160 additional hours required to make the total estimated hours read 685.

Original Estimated fees - \$81,900 to \$90,500 - Change by adding an additional fee request of \$23,200 to make the total estimated fees read \$113,000.00.

Reason for Change: Original estimate was made with very limited information. Additional work was required as State Examiners could not allow access to their audit work on fixed assets and accounts receivable detail as of September 30, 2006 had to be recreated.

Under (c) "Audit of Environmental Services Department's Financial Statements ending 9/30/06", change the original estimated hours and estimated fees as shown below:

Original Estimated Hours -1350 to 1435 - Change by adding 446 additional hours required to make the total estimated hours read 1881.

Original Estimated Fees - \$276,000 \$294,000 - Change by adding an additional fee request of \$65,830 to make the total estimated fees read \$359,830.00 (to be charged at hourly rates specified in the original contract).

Reason for Change: Original estimate was made with very limited information. Additional work was required as State Examiners would not allow access to their audit work on fixed assets, restricted cash, debt, and deferred losses. Additionally, Jefferson County assistance is limited by understaffing of Finance Department and time restraints due to SAP Implementation Project.

Jefferson County Commission

Bettye Fine Collins, President

CONTRACTOR:

Robert A. Robertson, CPA

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-9-2007-1309

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-2007-029 Arthur Green, Jr., and Claudia Antonio, owners; Claude Fountain, agent. Change of zoning on Parcel ID# 43-4-0-0-21 in Section 4 Twp 20 Range 5 West from A-1 (Agriculture) to R-1 (Single Family) for a single family residential subdivision with E-2 density.(Case Only: 2425 Lakeside Drive, McCalla, AL 35111) (ROCK MOUNTAIN LAKES) (14.6 Acres M/L)

RESTRICTIVE COVENANTS: 1. Property to be developed in substantial conformance to the submitted site plan; 2. Reversionary clause.

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that Z-07-209 be approved. Voting "Aye" Humphryes, Carns, Collins, Langford and Smoot.

Oct-9-2007-1310

WHEREAS, the Jefferson County Commission adopted a Higher Regulatory Standards Floodplain Management Ordinance, on September 19, 2006; and

WHEREAS, the higher regulatory standards contained in this Ordinance were required to be adopted by municipalities desiring to participate in the Jefferson County Flood Mitigation Program; and

WHEREAS, one such higher regulatory requirement stated the designated Floodplain Administrator must be a Certified Floodplain Manager, and

WHEREAS, some municipalities desiring to participate in the Flood Mitigation Program have expressed concern the higher regulatory requirement that the designated Floodplain Administrator be a Certified Floodplain Manager is too burdensome on their jurisdiction;

NOW THEREFORE BE IT RESOLVED, that the higher regulatory requirement that the designated Floodplain Administrator be a Certified Floodplain Manager, shall not be a condition for municipal participation in the Jefferson County Flood Mitigation Program.

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

Oct-9-2007-1311

WHEREAS, the Jefferson County Commission is a member of the Five Mile Creek Partnership, a multi-jurisdictional cooperative effort to establish a 28-mile greenway along Five Mile Creek; and

WHEREAS, the Five Mile Creek Partnership is submitting a grant application to the Meyer Foundation for funding of a Strategic Plan; and

WHEREAS, the Jefferson County Commission supports this grant application;

NOW, THEREFORE BE IT RESOLVED that the President of the Jefferson County Commission is hereby authorized to submit a Letter of Support to the Meyer Foundation endorsing the Five Mile Creek Partnership's grant application.

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T (BellSouth) to install 70' of buried cable and 40" of duct at 6060 Coleman Lake Road in McCalla.
2. Alabama Gas Corporation to install 1,460' of 2" gas main for the Gramercy Park Subdivision off of Rockey Ridge Road and across the street from Warren Lane.

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

COOPER GREEN MERCY HOSPITAL GOVERNING BODY

Oct-9-2007-1312

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>

SEPTEMBER, 2007 MEDICAL STAFF (Initial Approval) APPLICATIONS

Internal Medicine Rick Player, MD, Chair

<u>Name</u>	<u>Speciality</u>
John Rinker, MD	Neurology
Klaus Sellheyer, MD	Dermatology
Bruce Pava, MD	ER Medicine
Andrea Banks, MD	Internal Medicine
John Flemming, MD	ER Medicine
*Willard Mosier, MD	ER Medicine
*Mohammad F. Aryanpure, MD	ER Medicine
Courtney Ransom	Research Coordinator
James Lawton, MD	Radiology
Ajay Joshi, MD	Radiology
Clinton Waggoner, MD	Radiology

Mason Frazier, MD Radiology

* Pending discussion by Credentialing Committee

OB/Gyn Rowell Ashford, II, MD, Chair

Katarzyna Dabrowska, MD Pediatrics

Surgery Carol Leitner, MD, Chair

Denton Roberts, MD Ophthalmology

MEDICAL STAFF RE-APPOINTMENT APPLICATIONS

SEPTEMBER, 2007

Internal Medicine Rick Player, MD, Chair

<u>Name</u>	<u>Title</u>	<u>Specialty</u>
Beverly Brown	MD	Emergency Medicine
Linda Hall	CRNP	St. George's Clinic
Nassif Cannon MD		Internal Medicine
Jay Glass	PA	Pathology
Neal Miller	MD	Pathology
Arthur McAdams	PA	Internal Medicine
Martin Palmer MD		Pathology
Thelma Burtin CRNP		Emergency Medicine
Rick Player	MD	Internal Medicine
Mark Wilson	MD	Internal Medicine
Max Michael	MD	Internal Medicine
William Cason MD		Internal Medicine
Robert Kimberly	MD	Rheumatology
James Coffey	MD	Internal Medicine

OB/Gyn Rowell Ashford, II, MD, Chair

<u>Name</u>	<u>Title</u>	<u>Specialty</u>
Patricia Moore	CRNP	Pediatrics
Valentina Anselmo	PA	OB/Gyn
Claudine Feig	CRNP	OB/Gyn

Surgery Carol Leitner, MD, Chair

<u>Name</u>	<u>Title</u>	<u>Specialty</u>
Carol Leitner	MD	General Surgery
Claire Donaldson	PA	General Surgery
Stephen Murphy	CRNA	Anesthesiology

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-9-2007-1313

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following amendment to the agreement between Jefferson County, Alabama and Jefferson Clinic, P.C. to provide a psychiatrist for the Pain Management Program in the amount of \$230,000.

FOURTH AMENDMENT TO AGREEMENT

This Fourth Amendment is made effective the 1st day of October, 2007, by and between Jefferson County, Alabama d/b/a Cooper Green Hospital, a hospital operating in Birmingham, Alabama ("Hospital"), and Jefferson Clinic, P.C., a professional corporation organized under the laws of Alabama ("Corporation").

RECITALS

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

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

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

BE IT RESOLVED that Corporation shall provide for the provision of a Outpatient Pain/Psychiatrist physician for the Pain

Clinic. Hospital shall provide for annual compensation in the amount of \$230,000.00 paid to Corporation under the core services. This increase shall be reflected in the monthly payments in the amount of \$1,047,613.17 made to Corporation as part of the entire compensation arrangement as per the Agreement. This increase in compensation shall become effective November 1, 2007, and shall continue for the life of the Agreement, unless further amended in the future; and

FURTHER RESOLVED, any references made in the Agreement to the Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) shall be referred to as The Joint Commission (TJC) except as otherwise provided in this Fourth Amendment, the Agreement shall remain in full force and effect.

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

Jefferson County, Alabama
d/b/a Cooper Green Hospital
Bettye Fine Collins, President
Jefferson County Commission

Jefferson Clinic, P.C.
Rick Player, M.D., President

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

Oct-9-2007-1314

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Evercare Hospice for Cooper Green Mercy Hospital to provide inpatient hospital care services for Evercare Hospice patients as may be required. This is a revenue agreement, with reimbursement set at current Medicare hospice rates.

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-9-2008-1315

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 Clay 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 \$159,744 annually (revenue).

AGREEMENT FOR ENHANCED
LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by and between the City of Clay, 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 the 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 \$159,744.00 annually. The total amount reflects the cost to the Sheriff of the anticipated provision of services by two (2) deputy sheriffs and their necessary equipment and vehicles. Monthly payments in the amount of \$13,312.00 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 \$159,744.00 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 Clay. 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 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 Sheriff's 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 one hundred 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) 325503
- C. The City of Clay
Mayor Charles D. Hart
6757 Old Springville Road
Pinson, Alabama 35126
(205) 680-1223

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 19th day of September, 2007.

JEFFERSON COUNTY SHERIFF

Mike Hale, Sheriff of Jefferson County

JEFFERSON COUNTY COMMISSION

Betty Fine Collins, Its President

CITY OF CLAY

Charles D. Hart, Its Mayor

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

Oct-9-2007-1316

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Huffman Recreation Board

(hereinafter called the "Contractee").

W I T N E S S E T H:

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

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

WHEREAS, the Contractee will 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 \$25,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide funding for capital improvement upgrades at Huffman Park which will electrical and lighting, football complex renovations, fence repairs, main entrance and walk ways and batting cage repairs.

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

Huffman Recreation Board

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

Oct-9-2007-1317

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

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

WITNESSETH:

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

WHEREAS, the County recognizes historical sites as educational and economic 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 \$6,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. \$3,000 - Repair the termite damage and paint three rooms in the Rowan Oaks House;
 - b. \$3,000 - Provide funds for the Memorial Brick Project where bricks will be installed as a patio style around gazebos

on the grounds of the Jonathan Bass House and in the Memorial/Veterans Park, which are both by the Scenic ByWay/Highway 119 in Leeds. The bricks are to be engraved with names of citizens of the area, previous and current.

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

Leeds Historical Society, Inc.

_____, President

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

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

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

WITNESSETH:

WHEREAS, the County recognizes that children, youth and adults of Jefferson County as some of its most important resources; and

WHEREAS, the County recognizes that public music festivals providing entertainment, social and cultural experiences enhances the value of its citizens to themselves and to the community and works an economic benefit to 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 \$2,500 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Produce and conduct the "Taste of Fourth Avenue Jazz Festival" on September 29, 2007, which is a dynamic one-day jazz festival on the streets of the city's cultural downtown Historic Fourth Avenue District. The festival, free to the public, is a tribute to all of the great jazz musicians from Birmingham. The festival provides the city with an opportunity to unify Birmingham's diverse population, to celebrate Alabama's rich cultural heritage and to promote tourism.

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

Urban Impact

Nathan Hicks, Executive Director

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

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

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

WITNESSETH:

WHEREAS, the County recognizes that municipalities constitute a resource of the County that generates substantial social and healthful activity and improves and enhances the quality of life in Jefferson County; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2008.
2. The County shall pay to the Contractee a lump sum payment of \$500 upon completion and execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide funds to defray the cost of the rental of dumpsters used during the city-wide cleanup on August 24 thru August 25, 2007 in the City of Hueytown.

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

City of Hueytown

Delor Baumann, Mayor

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

Oct-9-2007-1320

WHEREAS, Loyle Seymour jewelers has been a leader in the jewelry sales and repair business-known as a legend in the Bessemer Business Industry; and

WHEREAS, Loyle Seymour began a business selling a variety of items from jewelry and watches to luggage and small appliances. He recruited a relative from a family reunion and taught him the watch making trade. The relative was Loyle Seymour. The business grew and flourished as the years passed and the main staple for Loyle Seymour's was fine jewelry, watches and repair of almost anything. The slogan on the Loyle Seymour catalogue was "If Seymour's can't fix it, throw it away"; and

WHEREAS, Through the years the Seymour family has been committed to the Bessemer/Jefferson County area; and

WHEREAS, The current owners of Loyle Seymour's Jewelry is Mr. Seymour's daughter, Carol and her husband Larry Parsons; and

WHEREAS, Loyle Seymour Jewelers celebrated it's 50th Anniversary in the month of August, 2007.

NOW, THEREFORE BE IT RESOLVED the Jefferson County Commission does hereby extend its warmest congratulations to Loyle Seymour Jewelers on this most significant milestone.

Adopted by the Jefferson County Commission in Bessemer, Alabama, a copy of this resolution is spread upon the minutes of the Jefferson County Commission on this the 9th day of October Two Thousand and Seven.

Bettye Fine Collins, President

Jim Carns, Commissioner

Bobby Humphryes, Commissioner

Larry P. Langford, Commissioner

Sheila Smoot, Commissioner

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

Thereupon the Commission Meeting was adjourned to meet Tuesday, October 16, 2007, at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk