

STATE OF ALABAMA)

JEFFERSON COUNTY) October 30, 2007

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

District 1 Larry Langford

District 2 Shelia Smoot

District 3 Bobby Humphries

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Langford seconded by Commissioner Humphries that the Minutes of October 23, 2007, be approved. Voting "Aye" Langford, Humphries, Carns, Collins and Smoot.

---

Bids were received and publicly opened and read from the following contractors on the 2007 Sanitary Sewer Repairs and Replacement, Contract 1 project: Bama Utility Contractors, Inc.; Bartlett Contracting Company, Inc.; Dixon & Murphy, Inc.; DRM Utilities, LLC; Global Construction & Engineering, Inc.; Onyx, Inc. And Russo Corporation

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

---

#### STAFF DEVELOPMENT

##### Multiple Staff Development

##### Emergency Management Agency/2 Participants

Allen Kniphfer	Reno, Nevada	\$2,034.08
Michael Harter	International Assoc. of Emergency Managers - Pre-Conference Training /55th Annual Conference & EMEX November 8-14, 2007	\$2,034.08

##### Sheriff's Dept./2 Participants

Susan Brumbeloe	Tuscaloosa, Alabama	\$125.00
Charles R. Eddings	Certified Government Accounting Technician Program November 7, 2007	\$125.00

##### Youth Detention/6 Participants

Leslie Foy	Orange Beach, Alabama	\$478.27
Charles Smith	Alabama Council on Crime & Delinquency	\$478.27
Don Sharpe	October 31 - November 2, 2007	\$478.27
Mark A. Hubbard		\$478.27
Shan Kirk		\$478.27
Curtis Bailey		\$478.27

##### Tax Assessor/3 Participants

Mary Francine O'Rear	Bessemer, Alabama	\$275.00
Sharon Henderson	AL VII: Intermediate Mapping Class	\$275.00
Shelia Nixon	November 5-9, 2007	\$275.00

##### Individual Staff Development

Bettye Fine Collins	Commission	New York, New York Meeting with rating agencies November 7-10, 2007	\$1,817.95
Jamie Sullivan	Cooper Green Mercy Hospital	American Society of Health Systems Pharmacies December 1-7, 2007	\$2,247.60
Dan Sudd	Family Court	Orange Beach, Alabama Juvenile Probation Officers Conference	\$692.95

November 14-16, 2007

David Waters	IT	Santa Clara, California Infoblox - DNS/DHCP Fundamentals Workshop & NIOS Configuration Workshop November 11-15, 2007	\$1,786.48
Eddie Woodis	Revenue	Atlanta, Georgia Audit Accu-Tech Corp, Energy Dispatch & Conklin Metal Ind. November 25-30, 2007	\$1,222.89
Tanjawania Lee	Revenue	Birmingham, Alabama Financial Statement Analysis Self-Study Course	\$181.40
Charles Bell	Revenue	Nashville, Tennessee & Atlanta, Georgia Audit Athens Paper & Kitchen Hospitality December 2-7, 2007	\$1,174.25
William Voigt	OSCS	Montgomery, Alabama Alabama Silvered-Haired Legislature October 28, 2007	\$111.00
David Denard	Environmental Services	New York, New York Meeting with bond rating agencies to discuss current state of County sanitary sewer program November 7-9, 2007	\$1,450.40

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

---

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)

- ROADS & TRANSPORTATION: HIGHWAY ENGINEERING & CONSTRUCTION FROM ADEM/PERMITS & SERVICES, MONTGOMERY, AL, FOR APPLICATION FEES FOR NPDES PERMITS FOR VARIOUS PROJECTS FOR FISCAL YEAR 10/1/07 9/30/08. SAP PURCHASE ORDER# 2000007513 \$10,000.00 TOTAL
- JEFFERSON COUNTY REHABILITATION & HEALTH CENTER FROM QUALITY PLUS MEDICAL SERVICE, PELHAM, AL, FOR OXYGEN SERVICE FOR FISCAL YEAR 10/1/07 9/30/08. SAP PURCHASE ORDER# 2000007561  
\$32,000.00 TOTAL
- SHERIFF'S DEPARTMENT: BESSEMER JAIL CORRECTIONS FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, FOR LAW ENFORCEMENT UNIFORMS FOR FISCAL YEAR 10/1/07 9/30/08. REFERENCE BID# 12307 \$20,000.00  
TOTAL
- ROADS & TRANSPORTATION FLEET MANAGEMENT FROM ALTEC INDUSTRIES, BIRMINGHAM, AL, FOR REPAIR DAMAGE TO AERIAL BOOM ON TRUCK. REFERENCE SAP # 1000019387 \$8,265.00 TOTAL
- ENVIRONMENTAL SERVICES SEWER CONSTRUCTION FROM HANSON PIPE & PRODUCTS, BIRMINGHAM, AL FOR MANHOLE COMPONENTS FOR FISCAL YEAR. REFERENCE BID# 2007 \$9,000.00 TOTAL
- ENVIRONMENTAL SERVICES: BARTON LAB FROM AIRGAS SOUTH, ATLANTA, GA, FOR WELDING AND INDUSTRIAL GAS REPLACES P.O. 2000003449. SAP PURCHASE ORDER# 2000007730 \$11,830.65  
TOTAL  
REFERENCE BID# 252-06
- STORM WATER MANAGEMENT FROM ESRI, INC., REDLANDS, CA, FOR MAINTENANCE/SUPPORT FOR ESRI SOFTWARE FOR THE PERIOD 10/1/07 9/30/08. REFERENCE SAP # 1000025560 \$16,100.00 TOTAL  
SAP PURCHASE ORDER# 2000007634 REFERENCE BID# 317-06
- INFORMATION SERVICES TECHNOLOGY DEPARTMENT FROM ATTACHMATE CORPORATION, SEATTLE, WA,

- FOR MAINTENANCE/SUPPORT FOR THE PERIOD 10/1/07 9/30/08. REFERENCE SAP # 1000024179/1, 2, 3 &4  
 \$109,087.47 TOTAL SAP PURCHASE ORDER# 2000007627 REFERENCE BID# 220-05
9. INFORMATION SERVICES TECHNOLOGY FROM VMWARE INC., PALO ALTO, CA, FOR MAINTENANCE SUPPORT  
 FOR VM SOFTWARE FOR THE PERIOD OF 10/1/07 9/30/08. REFERENCE SAP# 1000023960 \$28,893.93 TOTAL  
 SAP PURCHASE ORDER# 2000007291 REFERENCE BID# 372-06
10. STORM WATER MANAGEMENT FROM SOUTHERN MANAGEMENT, BIRMINGHAM, AL, FOR JANITORIAL  
 SERVICE.  
 SAP PURCHASE ORDER# 2000007562 \$6,000.00 TOTAL
11. PERSONNEL BOARD FROM WEST GROUP, CAROL STREAM, IL, FOR ONLINE LEGAL SUBSCRIPTION FOR  
 GENERAL COUNSELOR OF THE PERSONNEL BOARD. SAP PURCHASE ORDER# 2000007755 \$6,202.40  
 TOTAL
12. COOPER GREEN MERCY HOSPITAL FROM DOCUMENT TECHNOLOGY, MOBILE, AL, FOR MICROFILM 200  
 ROLLS, JACKET PAY FOR OUTSTANDING INVOICE# 5377. SAP PURCHASE ORDER# 2000007301 \$18,783.73  
 TOTAL
13. BESSEMER HIGHWAY MAINTENANCE FROM HELENA CHEMICAL, SELMA, AL, FOR HERBICIDES FOR THE  
 CONTRACT PERIOD 10/1/07 9/30/08. REFERENCE SAP# 1000025040 \$50,000.00 TOTAL  
 SAP PURCHASE ORDER# 2000007616 REFERENCE BID# 302-06
14. INFORMATION SERVICES TECHNOLOGY DEPARTMENT FROM DELL MARKETING LP, ROUND ROCK, TX, FOR  
 PRECISION WORKS STATION 490 MINI-TOWER VISTA FOR HELP FOR HELP DESK TECHNICIANS 5 EACH.  
 REFERENCE SAP# 1000015567 \$16,918.75 TOTAL SAP PURCHASE ORDER# 2000007443  
 REFERENCE BID# 81-06
15. INFORMATION SERVICES TECHNOLOGY DEPARTMENT FROM XEROX CORPORATION, DALLAS, TX, FOR  
 MAINTENANCE SUPPORT AND OVERAGES FOR XEROX LASER PRINTERS FOR THE PERIOD 10/1/07 9/30/08.  
 REFERENCE SAP# 1000026363/1, 2, 3 & 4 \$122,800.00 TOTAL SAP PURCHASE ORDER# 2000007626  
 REFERENCE BID# 373-06
16. INFORMATION SERVICES TECHNOLOGY DEPARTMENT FROM CITRIX SYSTEMS, ATLANTA, GA, FOR  
 MAINTENANCE/SUPPORT AND OVERAGES FOR CITRIX SYSTEM FOR THE PERIOD 10/ 1/07 9/30/08 .  
 REFERENCE SAP# 1000024128/1 & 2 \$7,500.00 TOTAL SAP PURCHASE ORDER# 2000007625  
 REFERENCE BID# 368-06
17. INFORMATION SERVICES TECHNOLOGY DEPARTMENT FROM TED DASHER INC., BIRMINGHAM, AL, FOR  
 MAINTENANCE/SUPPORT, PARTS AND LABOR FOR HP JUKEBOX INCLUDING OPTICAL DRIVES AND ROBOTIC  
 COMPONENTS FOR THE PERIOD 10/1/07 9/30/08. REFERENCE SAP# 1000024557/1 \$5,700.00 TOTAL  
 SAP PURCHASE ORDER# 2000007622
18. GENERAL SERVICES BULK STORES FROM AMERICAN OSMENT, BIRMINGHAM, AL, FOR TOILET TISSUE.  
 SAP PURCHASE ORDER# 7000000234 \$14,160.00 TOTAL REFERENCE BID# 123-05
19. ENVIRONMENTAL SERVICES LEEDS WWTP FROM BRENNTAG MIDSOUTH, MADISON, AL, FOR LIQUID ALUM.  
 SAP PURCHASE ORDER# 2000007446 \$5,600.00 TOTAL REFERENCE BID# 185-06
20. ENVIRONMENTAL SERVICES VALLEY CREEK WWTP FROM FISHER SCIENTIFIC, ATLANTA, GA, FOR  
 LABORATORY SUPPLIES. SAP PURCHASE ORDER# 2000007761 \$15,000.00 TOTAL REFERENCE  
 BID# 334-06
21. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM CARDINAL HEALTH, CHARLOTTE, NC, FOR FUNDS  
 NEEDED TO PAY PAST DUE AND CURRENT INVOICES. SAP PURCHASE ORDER# 2000002327  
 \$10,400.00 TOTAL REFERENCE BID# 237-06
22. COOPER GREEN MERCY HOSPITAL (STORES) FROM KINETIC CONCEPTS, INC., HOUSTON, TX, FOR FUNDS  
 NEEDED TO PAY PAST DUE AND CURRENT INVOICES. SAP PURCHASE ORDER# 2000002202  
 \$24,500.00 TOTAL
23. JEFFERSON REHAB & HEALTH CENTER FROM AAA ENVIRONMENTAL SERVICES, BIRMINGHAM, AL, FOR  
 ODOR CONTROL SERVICE. SAP PURCHASE ORDER# 2000007762 \$5,400.00 TOTAL
24. JEFFERSON REHAB & HEALTH CENTER FROM THE BIRMINGHAM NEWS, BIRMINGHAM, AL, FOR CLASSIFIED  
 NEWSPAPER ADS. SAP PURCHASE ORDER# 2000007766 \$6,000.00 TOTAL
25. PERSONNEL BOARD FROM COX RADIO INC., ATLANTA, GA, FOR RADIO ADVERTISING FOR MERIT SYSTEM  
 JOBS.  
 SAP PURCHASE ORDER# 2000007828 \$7,510.00 TOTAL

26. PERSONNEL BOARD FROM CITADEL BROADCASTING COMPANY, BIRMINGHAM, AL, FOR RADIO ADVERTISING FOR MERIT SYSTEM JOBS. SAP PURCHASE ORDER# 2000007825 \$5,740.00 TOTAL
27. PERSONNEL BOARD FROM US BANCORP SERVICE, MARSHALL, MN, FOR RENTAL OF 2 SHARP ARM550N COPIER.  
SAP PURCHASE ORDER# 2000007815 \$6,464.88 TOTAL
28. INFORMATION SERVICES TECHNOLOGY DEPARTMENT FROM THE PRINTER CONNECTION, BIRMINGHAM, AL, TO ADD FUNDS FROM FY08 BUDGET TO EXISTING OPEN PO TO HAVE SUFFICIENT FUNDS TO PAY PRINTER REPAIR VENDOR THROUGH THE END OF THE CONTRACT 3/31/08. REFERENCE SAP# 1000024557/1 \$4,500.00  
TOTAL  
SAP PURCHASE ORDER# 2000001022
29. COOPER GREEN MERCY HOSPITAL FROM SHRED-IT BIRMINGHAM, BIRMINGHAM, AL, FOR SHREDDING SERVICES.  
REFERENCE BID# 29706 \$10,000.00 TOTAL CHANGE ORDER REQUEST TO PURCHASE ORDER #2000006168
30. ROADS & TRANSPORTATION KETONA HWY MAINTENANCE FROM VULCAN MATERIALS, BIRMINGHAM, AL, FOR CONTRACT FOR EMULSIFIED ASPHALT FOR THE PERIOD 10/1/07-9/30/08. SAP PURCHASE ORDER# 200007927 \$10,000.00 ESTIMATED
31. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM IMMUCOR, ATLANTA, GA, FOR FUNDS NEEDED TO PAY PAST DUE AND CURRENT INVOICES. SAP PURCHASE ORDER# 2000002850 \$6,000.00 TOTAL  
REFERENCE BID# 226-05
32. COMMISSIONER DISTRICT #4 FROM WARREN AVERETT KIMBROUGH & MARINO, LLC, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD MONEY TO EXISTING P.O. 2000002086 TO COVER THE REVISED ESTIMATED HOURS AND FEES TO AUDIT COOPER GREEN MERCY HOSPITAL AND THE ENVIRONMENTAL SERVICES DEPARTMENT. SAP PURCHASE ORDER# 2000002086 \$89,000.00 TOTAL REFERENCE BID# 107-07  
CONTRACT AMENDMENT APPROVED BY THE COMMISSION ON 10/9/07 MINUTE BOOK 154 AT PAGES 450-451.
33. COOPER GREEN MERCY HOSPITAL FROM CRITICAL CARE TRANSPORT, BIRMINGHAM, AL, TO COVER THE COST OF CRITICAL CARE TRANSPORT SERVICES. SAP PURCHASE ORDER# 2000002315 \$8,500.00 TOTAL
34. COOPER GREEN MERCY HOSPITAL FROM THE CALLAHAN EYE FOUNDATION, BIRMINGHAM, AL, FOR CONTRACTOR TO PROVIDE EYE SURGICAL SERVICES TO COOPER GREEN MERCY HOSPITAL ON AN ASNEEDED BASIS. APPROVED BY THE COMMISSION ON 2/27/07 AND RECORDED IN MINUTE BOOK 153 PAGES 97-98.  
SAP PURCHASE ORDER# 2000002310 \$55,000.00 TOTAL
35. COOPER GREEN MERCY HOSPITAL (STORES) FROM VEHICLE MAINTENANCE, BOCA BATON, FL, TO PURCHASE CARSEATS/STROLLER COMBO FOR THE PERIOD 10/8/07 9/30/08. SAP PURCHASE ORDER# 2000007967 \$8,481.00 TOTAL REFERENCE BID# 98-07
36. JEFFERSON REHABILITATION AND HEALTH CENTER FROM KINETIC CONCEPTS, INC., ATLANTA, GA, FOR VAC PUMP RENTAL & SUPPLIES FOR THE PERIOD 10/8/07 9/30/08. SAP PURCHASE ORDER# 2000007967 \$17,000.00 TOTAL
37. JEFFERSON REHABILITATION AND HEALTH CENTER FROM RURAL METRO AMBULANCE SERVICE, BESSEMER, AL, FOR AMBULANCE SERVICE FOR THE PERIOD 10/8/07 9/30/08. SAP PURCHASE ORDER# 2000007969 \$10,000.00 TOTAL REFERENCE BID# 325-07
38. SHERIFF'S DEPARTMENT BHAM FROM WALDREP STEWART & KENDRICK LLC, BIRMINGHAM, AL, TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR LEGAL SERVICES APPROVED BY COMMISSION 12/5/06 MINUTE BOOK 152 PAGES 393-394. SAP PURCHASE ORDER# 2000001448 \$24,210.00 TOTAL
39. OFFICE OF SENIOR CITIZENS FROM COLLATE JEWISH FAMILY SERVICES, BIRMINGHAM, AL, TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PROVIDE SERVICES FOR NONDEMENTIA SENIORS APPROVED BY THE COMMISSION ON 11/19/04 AND RECORDED IN MINUTE BOOK 146 PAGE 337.  
SAP PURCHASE ORDER# 2000001822 \$30,133.00 TOTAL
40. OFFICE OF SENIOR CITIZENS FROM ALZHEIMER'S OF CENTRAL ALABAMA, BIRMINGHAM, AL, TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PROVIDE CARE FOR ALZHEIMERS & DEMENTIA PATIENTS APPROVED BY THE COMMISSION ON 11/9/04 AND RECORDED IN MINUTE BOOK 146 PAGE 337.  
SAP PURCHASE ORDER# 2000003111 \$18,777.00 TOTAL

41. OFFICE OF SENIOR CITIZENS SERVICES FROM YOUTH IN AGING, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER 2000005433 TO PAY FOR THE SERVICES OF A HEALTH & WELLNESS COORDINATOR PROVIDED TO OSCS TO ASSIST THE OLDER RESIDENTS OF JEFFERSON COUNTY. SAP PURCHASE ORDER# 2000005433 (REPLACES CONVERSION P.O. 2000002877) \$9,086.02 TOTAL REFERENCE BID# 230-04  
CONTRACT APPROVED BY COMMISSION ON 10/19/04, RECORDED IN MINUTE BOOK 146 AT PAGE 216.
42. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM SOURCEONE HEALTHCARE, MENTOR, OH, FOR RADIOLOGY MAINTENANCE FOR THE PERIOD OF 10/8/07 9/30/08. REFERENCE BID# 108 \$92,800.00 TOTAL
43. SHERIFF'S DEPARTMENT: BIRMINGHAM DIVISION FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, FOR LAW ENFORCEMENT UNIFORMS FOR 2007 2008. SAP PURCHASE ORDER# 9000001193 \$50,000.00 TOTAL REFERENCE BID# 123-07
44. ENVIRONMENTAL SERVICES SEWER CONSTRUCTION FROM HANSON PIPE & PRODUCTS, BIRMINGHAM, AL, TO FURNISH MANHOLE COMPONENTS FOR FISCAL YEAR 10/1/07 10/1/08. SAP PURCHASE ORDER# 9000001167 \$9,000.00 TOTAL REFERENCE BID# 20-07
45. REVENUE DEPARTMENT FROM PITNEY BOWES, BIRMINGHAM, AL, FOR AUTOMATIC LETTER/MAIL FOLDER MACHINE. SAP PURCHASE ORDER# 2000008040 \$3,616.00 TOTAL
46. FINANCE SEWER BILLING FROM CHUCK STEVENS AUTOMOTIVE INC., BAY MINETTE, AL. FOR FORD RANGER PICKUP TRUCK. SAP PURCHASE ORDER# 2000007958 \$10,607.00 TOTAL
47. GENERAL SERVICES FROM JOHNSON CONTROLS, BIRMINGHAM, AL, FOR VARIOUS BUILDING AUTOMATION AND MAXIMO DATA BASE SERVICE. REFERENCE BID: JEFFERSON COUNTY COMMISSION SOLE SOURCE AGREEMENT WITH JOHNSON CONTROLS AND GSA CONTRACT APPROVED BY THE COMMISSION ON 4/16/02.

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

JEFFERSON COUNTY COMMISSION  
Finance Department  
Unusual Demands  
10/30/2007

Profit Center	Vendor	#Name	Text	Business Area No	Amount	Document
District	1	1000193	JEFFERSON CO TREASURER PETTY CASH JEFFERSON REHAB. & HEALTH CENTER	CO HOME: IN-SERVICE EDUCATION	150.00	19 00004210
District	1	1000193	JEFFERSON CO TREASURER PETTY CASH JEFFERSON REHAB. & HEALTH CENTER	CO HOME: PATIENT ACTIVITY	192.66	19 00004211
District	1	1000193	JEFFERSON CO TREASURER PETTY CASH JEFFERSON REHAB. & HEALTH CENTER	CO HOME: PATIENT ACTIVITY	75.00	19 00004214
District	1	1000193	JEFFERSON CO TREASURER PETTY CASH JEFFERSON REHAB. & HEALTH CENTER	CO HOME: PATIENT ACTIVITY 1900004215	2.97	
District	1	1000193	JEFFERSON CO TREASURER PETTY CASH JEFFERSON REHAB. & HEALTH CENTER	CO HOME: QUALITY IMPROVEMENTS	20.55	19 00004216
District	1	1000193	JEFFERSON CO TREASURER PETTY CASH JEFFERSON REHAB. & HEALTH CENTER	CO HOME: PATIENT ACTIVITY	195.00	19 00004598
District	1	1000193	JEFFERSON CO TREASURER PETTY CASH JEFFERSON REHAB. & HEALTH CENTER	CO HOME: GENERAL ADMIN	150.00	19 00004600
District	1	1000193	JEFFERSON CO TREASURER PETTY CASH JEFFERSON REHAB. & HEALTH CENTER	CO HOME: GENERAL ADMIN	24.26	19 00004610
District	1	1000193	JEFFERSON CO TREASURER PETTY CASH-CQH		820.23	
District	1	1000193	JEFFERSON CO TREASURER PETTY CASH-CORONER	CORONER/MEDICAL EXAMINER	119.85	

						1900004714	
District	1	1000193	JEFFERSON CO TREASURER	PETTY CASH-CORONER	CORONER/MEDICAL EXAMINER	162.50	
						1900004715	
District	1	1000193	JEFFERSON CO TREASURER	PETTY CASH-CORONER	CORONER/MEDICAL EXAMINER	152.55	
						1900004887	
District	1	1000194	GENERAL RETIREMENT SYSTEM	Military conversion for Abdul R. Jalloh	CO HOME: MATERIAL MANAGEMENT	619.76	1900004697
District	1	1001243	ALABAMA HOSPITAL ASSOC	Billing For Sept.6, 07 meeting of the Bham Regiona	CGH: ADMINISTRATION	46.44	1900004871
District	1	1006030	AL SOCIETY FOR HEALTHCARE	Membership Dues	CGH: ADMINISTRATION	75.00	1900004876
District	1	1006154	JOSEPH E MCJUNKIN	Employee requesting reimbursement for liability in	CGH: ADMINISTRATION	120.00	1900004586
District	1	1006449	MEDICAL LICENSURE	Dr. Banu - license renewal	CGH: AMBULATORY CLINIC	300.00	1900004826
District	1	1019096	KLARI B TEDROW	Dr. Banu - Visa Application Extension	CGH: ADMINISTRATION	1,840.00	1900004632
District	2	1000193	JEFFERSON CO TREASURER	PETTY CASH-INFORMATION TECHNOLOGY	INFO TECH: NETWORK SUPPORT	58.661900004316	
District	2	1000193	JEFFERSON CO TREASURER	PETTY CASH-INFORMATION TECHNOLOGY	INFO TECH: NETWORK SUPPORT	227.841900004654	
District	2	1000193	JEFFERSON CO TREASURER	PETTY CASH-INFORMATION TECHNOLOGY	INFO TECH: SYS DEVELOP & ADMIN 70.49	1900004921	
District	2	1000193	JEFFERSON CO TREASURER	PETTY CASH-INFORMATION TECHNOLOGY	INFO TECH: NETWORK SUPPORT	97.741900004972	
District	2	1001535	WILLIE WRIGHT	Wright- reimburs AATA Conf - 8/5-9/07 Org Beach,AL	INFO TECH: SYS DEVELOP & ADMIN	80.22	1900002988
District	2	1002271	THOMAS PURDY	Travel Reimbursement Purdy 5/1-5/4/07 Jackson, FL	INFO TECH: GEOGRAPHIC INFO SYS	325.00	1900002974
District	2	1003104	SHELIA SMOOT	Smoot Travel 7/14/2007-7/18/2007	COMMISSIONER, DISTRICT 2	67.40	1900004803
District	2	1003104	SHELIA SMOOT	Smoot Travel Reimbursement 9/16-17/07	COMMISSIONER, DISTRICT 2	52.81	1900004804
District	2	1004906	NICHOLAS WELLS	Wells travel reimburse - SAP Solution Mgr Opr 5/20	INFO TECH: TECHNICAL SERVICES	96.55	1900002990
District	3	1000193	JEFFERSON CO TREASURER	PETTY CASH-EMA	EMERGENCY MANAGEMENT AGENCY	806.06	1900004656
District	3	1000193	JEFFERSON CO TREASURER	PETTY CASH-FLEET MANAGEMENT	FLEET MGMT: ADMINISTRATION	168.251900004686	
District	3	1000193	JEFFERSON CO TREASURER	PETTY CASH-ROADS & TRANSPORTATION	R&T: BRIDGE MAINT/CONSTR	242.901900004703	
District	3	1000193	JEFFERSON CO TREASURER	PETTY CASH-ROADS & TRANSPORTATION	R&T: TRAFFIC ENGINEERING	102.501900004851	
District	3	11000193	JEFFERSON CO TREASURER	PETTY CASH-ROADS & TRANSPORTATION	R&T: HIGHWAY MAINT-BESSEMER	22.38	1900004870
District	3	11000193	JEFFERSON CO TREASURER	PETTY CASH-ROADS & TRANSPORTATION	R&T: HIGHWAY MAINT-BESSEMER	141.10	1900004877
District	3	1000193	JEFFERSON CO TREASURER	PETTY CASH-INSPECTION SERVICES	INSPECTION SERVICES	5.551900004879	
District	3	1002736	THE TRAVELERS	EMA Commercial/Business Auto Insurance	EMERGENCY MANAGEMENT AGENCY	11,659.00	1900004492
District	3	1003454	THE SHEFFIELD GROUP	EMA Worker's Comp Insurance	EMERGENCY MANAGEMENT AGENCY	3,111.00	1900004491
District	4	1000120	BRASFIELD & GORRIE INC	Professional Services	GEN SVCS: ADMINISTRATION	653.85	1900004802
District	4	1000193	JEFFERSON CO TREASURER	PETTY CASH-GENERAL SERVICES		174.95	1900004460
District	4	1000193	JEFFERSON CO TREASURER	PETTY CASH-GENERAL SERVICES	GEN SVCS: BESSEMER	218.301900004636	
District	4	1000193	JEFFERSON CO TREASURER	PETTY CASH-REVENUE	REVENUE	13.97	1900004662
District	4	1000193	JEFFERSON CO TREASURER	PETTY CASH-REVENUE	REVENUE	3.73	1900004712
District	4	1000193	JEFFERSON CO TREASURER	PETTY CASH-YOUTH DETENTION		148.731900004805	
District	4	1000193	JEFFERSON CO TREASURER	PETTY CASH-REVENUE	REVENUE	.10	1900004964
District	4	1000240	GIATTINA FISHER AYCOCK	Reimbursable expenses	GEN SVCS: ADMINISTRATION	175.69	1900004723
District	4	1000240	GIATTINA FISHER AYCOCK	Reimbursable expenses	GEN SVCS: ADMINISTRATION	216.41	1900004726
District	4	1000240	GIATTINA FISHER AYCOCK	Reimbursable expenses	GEN SVCS: ADMINISTRATION	1,111.75	1900004727
District	4	1000270	A ALLEN RAMSEY PC	A. Allen Ramsey-Judgements for Occ Tan Cases	REVENUE	1900004201	14.50
District	4	1000270	A ALLEN RAMSEY PC	A Allen Ramsey Collection Fees-Nancy Irwin-Bus Lic	REVENUE	1900004904	4.69
District	4	1000270	A ALLEN RAMSEY PC	Allen Ramsey Collection Fees-J & C Convenience-BLI	REVENUE	1900004914	2.74
District 4		1000270A	ALLEN RAMSEY PC	Allen Ramsey-Collection of Taxes-Mutual Oil Co	REVENUE	1900004915	2,044.62
District 4		1000270A	ALLEN RAMSEY PC	Allen Ramsey-Collection Fees-Krupp Oil Co-BL	REVENUE	1900004918	2,242.88
District 4		1002958	DAVIS DUMAS & ASSOC INC	Professional Services	GEN SVCS: ADMINISTRATION	8,000.00	
District 4		1003631	CHARTER MEDIA	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	3,400.02	
District 4		1018645	WBMA ABC 33/40	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	425.00	
District 4		1018645	WBMA ABC 33/40	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	3,910.00	
District 4		1019100	WIAT-TV	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	1,331.10	
District 5		1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: LEEDS WWTP	26.73	1900004540
District 5		1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: TRUSSVILLE WWTP	23.90	0900004542
District 5		1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: CAHABA RIVER WWTP	56.63	1900004587
District 5		1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	FINANCE SEWER SERVICES	81.16	1900004639
District 5		1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: FIVE MILE CREEK WWTP	12.63	1900004640
District 5		1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: FIVE MILE CREEK WWTP	18.53	1900004642
District 5		1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: FIVE MILE CREEK WWTP	4.17	1900004643
District 5		1000193	JEFFERSON CO TREASURER	Petty Cash-Commissioner Carns	COMMISSIONER, DISTRICT 5	60.10	1900004646
District 5		1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: VILLAGE CREEK WWTP	50.00	1900004658
District 5		1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: VILLAGE CREEK WWTP	252.11	1900004663
District 5		1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: PACKAGE WWTP & PUMP STATIO	99.84	1900004693
District 5		1000193	JEFFERSON CO TREASURER	sprocket & chain	ES: FIVE MILE MAINTENANCE SHOP	303.51	1900004716
District 5		1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: FIVE MILE MAINTENANCE SHOP	98.81	1900004717
District 5		1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: FIVE MILE MAINTENANCE SHOP	7.96	1900004718
District 5		1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: FIVE MILE MAINTENANCE SHOP	6.74	1900004719
District 5		1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: FIVE MILE MAINTENANCE SHOP	2.49	1900004720
District 5		1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: FIVE MILE MAINTENANCE SHOP	5.00	

District 5	1000193JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	1900004721	ES: FIVE MILE MAINTENANCE SHOP	8.501
			1900004722		
District 5	1000193JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES			256.00
			1900004801		
District 5	1000193JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES		ES: PACKAGE WWTP & PUMP STATIO	368.46
			1900004848		
District 5	1000193JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES		ES: SANITATION ADMINISTRATION	14.40
			1900004882		
District 5	1000193JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES		ES: TRUSSVILLE WWTP	15.98
			1900004889		
District 5	1000193JEFFERSON CO TREASURER	PETTY CASH-COMMUNITY DEVELOPMENT		COMMUNITY DEVELOPMENT	63.00
			1900004922		
District 5	1000193JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES		ES: LEEDS WWTP	5.26
			1900004958		
District 5	1000193JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES		ES: PACKAGE WWTP & PUMP STATIO	322.27
			1900004965		
District 5	1000193JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES		ES: BIOSOLIDS HANDLING	111.00
			1900004979		
District 5	1000193JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES		FINANCE SEWER SERVICES	113.00
			1900004981		
District 5	1001682FRANK PEARMAN	,Reimbursement for Network Comp TIA Certification.		ES: INSTRUMENT SHOP	199.00
			1900004875		
District 5	1001739STANDARD & POOR'S	2002-C-2-7 Analytical Services 10/01/07-09/30/08		ES: SANITATION ADMINISTRATION	
			5,000.00	1900005046	
District 5	1002197THE BANK OF NEW YORK	X2002-B - Administration Fees 10/01/06-09/30/07		ES: SANITATION ADMINISTRATION	
			9,500.00	1900005047	
Joint Responsibility	1000086CITY OF BESSEMER	FY2006 SHARES TAX		NON-DEPT EXPENDITURES	
			137,267.85	1900002995	
Joint Responsibility	1000127CITY OF BRIGHTON	FY2006 SHARES TAX		NON-DEPT EXPENDITURES	124.56
				1900003001	
Joint Responsibility	1000193JEFFERSON CO TREASURER	PETTY CASH-SHERIFF'S DEPT		SHERIFF ENFORCE-BIRMINGHAM	19.20
			1900004519		
Joint Responsibility	1000193JEFFERSON CO TREASURER	PETTY CASH-TAX COLLECTOR		TAX COLLECTOR-BIRMINGHAM	
				162.95	
				1900004644	
Joint Responsibility	1000193JEFFERSON CO TREASURER	PETTY CASH-TAX COLLECTOR		TAX COLLECTOR-BIRMINGHAM	114.44
				1900004645	
Joint Responsibility	1000193JEFFERSON CO TREASURER	Mileage Reimbursement for Andy Woodard for 08/2007		SHERIFF ENFORCE-BIRMINGHAM	
			83.43	1900004666	
Joint Responsibility	1000193JEFFERSON CO TREASURER	PETTY CASH-TAX COLLECTOR		TAX COLLECTOR-BIRMINGHAM	66.60
				1900004699	
Joint Responsibility	1000193JEFFERSON CO TREASURER	PETTY CASH-TAX COLLECTOR		TAX COLLECTOR-BIRMINGHAM	73.98
				1900004700	
Joint Responsibility	1000193JEFFERSON CO TREASURER	PETTY CASH-TAX ASSESSOR		TAX ASSESS BHAM ASSESSMENTS	18.06
				1900004728	
Joint Responsibility	1000193JEFFERSON CO TREASURER	PETTY CASH-SHERIFF'S DEPT		SHER CORRECT-BIRMINGHAM	623.14
				1900004966	
Joint Responsibility	1000194GENERAL	RETIREMENT SYSTEM Military Conversion from the Gen. Retirement System		SHER CORRECT-BIRMINGHAM	5,878.56
				1900004263	
Joint Responsibility	1000194GENERAL	RETIREMENT SYSTEM Military Conversion. Gen Retirement. Dep. T. Bell		SHER CORRECT-BIRMINGHAM	
			8,491.08	1900004268	
Joint Responsibility	1000214CITY OF FAIRFIELD	FY2006 SHARES TAX		NON-DEPT EXPENDITURES	43,799.38
				1900003005	
Joint Responsibility	1000283CITY OF HUEYTOWN	FY2006 SHARES TAX		NON-DEPT EXPENDITURES	7,632.79
				1900003153	
Joint Responsibility	1000377CITY OF MIDFIELD	FY2006 SHARES TAX		NON-DEPT EXPENDITURES	13,813.52
				1900003163	
Joint Responsibility	1000388TOWN OF MORRIS	FY2006 SHARES TAX		NON-DEPT EXPENDITURES	375.62
				1900003164	
Joint Responsibility	1000393CITY OF MULGA	FY2006 SHARES TAX		NON-DEPT EXPENDITURES	27.02
				1900003171	
Joint Responsibility	1001461BIRMINGHAM REPORTING SVC	Jeff Germany v. Jeffco		COUNTY ATTORNEY	188.10
				1900004675	
Joint Responsibility	1003789ESTES SANDERS & WILLIAMS	726 Birmingham Ave, Trussville AL 35173 FM-2007-44		NON-DEPT EXPENDITURES	55,509.75
				1900004990	
Joint Responsibility	1004733FREEDOM	REPORTING INC Sargent Electric Co. v. Jeffco		COUNTY ATTORNEY	1,863.90
				1900004665	
Joint Responsibility	1004733FREEDOM	REPORTING INC Knox v. Brasher		COUNTY ATTORNEY	363.80
				1900004667	
Joint Responsibility	1004733FREEDOM	REPORTING INC Townsend v. Jeffco		COUNTY ATTORNEY	254.45
				1900004668	
Joint Responsibility	1004733FREEDOM	REPORTING INC Jeffco Probate Ct. v. Yarbrough		COUNTY ATTORNEY	128.65
				1900004669	
Joint Responsibility	1004733FREEDOM	REPORTING INC Jeffco Probate Ct. v. Yarbrough-Doganiero		COUNTY ATTORNEY	172.70
				1900004670	
Joint Responsibility	1004733FREEDOM	REPORTING INC Larkin v. Personnel Board		COUNTY ATTORNEY	647.70
				1900004671	
Joint Responsibility	1004733FREEDOM	REPORTING INC Samples v. Hoover		COUNTY ATTORNEY	

*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

Family Court - Clerk's Office

Administrative Assistant I

Human Resources

Records Management Specialist

Personnel Analyst II

Roads & Transportation - Fleet Management - Ketona

Administrative Analyst

Fleet Operations Superintendent

Auto Technician - 2 positions

Roads & Transportation - Highway Engineering & Construction - Bridge Maint. & Construction

Skilled Laborer

Bridge Maintenance Worker - 2 positions

Bridge Maintenance/Construction Supervisor

A/Bridge Mt./Const Supt

Laborer III - 2 positions

Environmental Services - Village Line Maintenance

Skilled Laborer - 2 positions

Labor Supervisor

Environmental Services - Shades Line Maintenance

Labor Supervisor

Environmental Services - E&C Shades Line Maintenance

Laborer III - 5 positions

Environmental Services - Package Plants & Pump Stations

WWTP Shift Supervisor

Jefferson Rehabilitation & Health Center - Quality Improvement

Director of Quality Improvement

Cooper Green Mercy Hospital - Nuclear Medicine

Cardio/Pulmonary Services Manager - provisional

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. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION**

1. Human Resources \$0

Delete two Senior Administrative Analyst (Gr. 24) and add a Personnel Analyst (Gr. 24) and a Records Management Specialist (Gr. 24). No Additional Funds Required.

2. Land Development - Roads & Transportation \$53,155.18

Shift funds and an Administrative Analyst (Gr. 21) position from Land Development to Roads & Transportation due to deletion of Environmental Protection. No Additional Funds Required.

3. Jefferson Rehabilitation & Health Center \$0

Add a Deputy Director of Administrative Services (Gr. 29). Annual difference \$77,454.19. No Additional Funds Required.

4. Roads & Transportation \$1,922,383.20

Rollover fund from FY07 budget to FY08 for operating expenditures in the General Fund. No Additional Funds Required.

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the Budget Amendments be approved. Voting "Aye"

Carns, Smoot, Collins, Humphryes and Langford.

5. Roads & Transportation \$2,959,549

Rollover funds from FY07 to FY08 for Capital Road Improvement Fund. No Additional Funds Required.

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

**B. OTHER BUDGET TRANSACTIONS**

6. Information Technology \$1,250

Add purchasing memorandum to purchase one Class C IP Address. No Additional Funds Required.

\*\*

8. Coroner \$31,000

Add purchasing memorandum to purchase a digital projector, two personal computers and a vehicle. No Additional Funds Required.

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

\*\* 7. Information Technology \$335,464

Shift funds to cover the cost of an Information Technology assessment. No Additional Funds Required.

The above resolution was carried over for one week to the next Commission Meeting.

---

Oct-30-2007-1380

WHEREAS, it is necessary return CDBG funds to the U. S. Treasury for costs disallowed by HUD.

NOW THEREFORE, BE IT RESOLVED, by the Jefferson Commission that the Jefferson County Treasurer is authorized to transfer \$37,032.00 to the U. S. Treasury and adjust the CDBG Grant expenditures as directed by Community Development.

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-30-2007-1381

WHEREAS, Jefferson County and member municipalities have created a Community Development Consortium to apply for, receive and administer Federal and non-Federal grant funds; and

WHEREAS, Jefferson County (Project Owner/Sponsor), in partnership with Regions Bank (Member Bank), has prepared and submitted an application for funding under the Federal Home Loan Bank's (FHLB) Affordable Housing Program (AHP); and

WHEREAS, Jefferson County has been advised that the FHLB has approved funding at a level of \$500,000.00 to assist in the rehabilitation of 50 housing units owned and occupied by low income households living in United States Department of Agriculture eligible areas within the Jefferson County Community Development Consortium; and

WHEREAS, an Affordable Housing Project Agreement between Jefferson County, Regions Bank and the FHLB was executed by the Jefferson County Commission on March 27, 2007; and

WHEREAS, It has become necessary for Regions Bank to assign and New South Federal Savings Bank to assume the abovereferenced Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins, is hereby authorized to execute the Assignment and Assumption Agreement between Regions Bank, New South Federal Savings Bank, Jefferson County and the FHLB for the AHP agreement referenced above.

AHP Project#: 06B0410

#### ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is dated as of October 5, 2007, by and among the Federal Home Loan Bank of Atlanta ("Bank"), Jefferson Co. Comm., Office of Comm. Devel. ("Project Sponsor"), Regions Bank ("Assignor") and New South Federal Savings Bank ("Assignee").

WHEREAS, Bank, Project Sponsor and Assignor entered into that certain Affordable Housing Program Agreement for Owner Occupied (Direct Subsidy) dated effective as of December 18, 2006 and attached as Exhibit "A" (as amended, the "AHP Agreement").

WHEREAS, Assignor wishes to withdraw as the "Member" (as defined in the AHP Agreement) and to assign and transfer all of its rights and obligations relating to or arising under the Application (as defined in the AHP Agreement) and under the AHP Agreement to Assignee; and

WHEREAS, Assignee wishes to replace Assignor as the "Member" for purposes of the AHP Agreement and to assume all of Assignor's rights and obligations relating to or arising under the Application and the AHP Agreement.

Now THEREFORE, for and in consideration of the foregoing premises, the agreements, representations, warranties and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption of Rights and Obligations. Assignor hereby transfers and assigns to Assignee, all of Assignor's right, title and interest in, and all of its obligations under, the Application and the AHP Agreement, and Assignee hereby accepts and assumes all of such right, title and interest in, and obligations under, the Application and the AHP Agreement. Assignee expressly agrees that Assignee shall assume, pay, perform and observe each and every one of the covenants, promises, terms, conditions, obligations, duties and liabilities of Assignor, as Member under the Application and the AHP Agreement, including, without limitation, all obligations and liabilities of Assignor arising prior to the date of this Agreement. Project Sponsor, Assignor and Assignee each hereby covenant and agree that they will execute and deliver to each of the other parties any and all documents required to effect the provisions of the AHP Agreement regarding deed restrictions and retention agreements, including without limitation, any amendments of previously recorded documents. Bank, Project Sponsor, Assignee and Assignor agree that, upon the assignment and assumption of the AHP Agreement as contemplated by this paragraph, the term "Member" for purposes of the Agreement shall mean and refer to Assignee.
2. Representations and Warranties. Assignor and Project Sponsor each represent and warrant to the other, to the Bank and to the Assignee that it is not in default with respect to its performance under the AHP Agreement or the Application, that all representations given by it and contained in the Application or the AHP Agreement are true and correct as of the date hereof, and that it is not aware of (i) any default on the part of Bank, or Project Sponsor, or (ii) any set of facts or circumstances which, with the passage of time, would constitute a default under the Application or under the AHP Agreement. Assignee hereby represents and warrants to the parties hereto that each of the representations made by Assignor and contained in the Application or the AHP Agreement are true and correct as of the date hereof, and Assignee hereby reaffirms each and every such representation. Each party represents and warrants that it has full corporate power and authority and has received all corporate and governmental authorizations and approvals as may be required to enter into and perform its obligations under this Agreement and that it will maintain this Agreement as part of its corporate records. Each party further represents and warrants that this Agreement has been duly and validly executed and delivered by such party, and this Agreement constitutes the valid and legally binding obligation of such party enforceable against such party in accordance with its terms.
3. Other. Each of Project Sponsor, Assignee and Assignor agree to take all further action reasonably necessary to effect the terms and provisions of this Agreement, including, without limitation, executing, recording and delivering any instrument reasonably requested by any party hereto. The parties further agree that this Agreement may be executed in separate counterparts, each of which shall be considered an original and that no amendment may be made to this Agreement except in a writing executed by all parties hereto. This Agreement shall be governed by the statutory and common law of the United States and, to the extent state law is applicable, by the laws

of the State of Georgia (without giving effect to choice of law principles included therein). Capitalized terms not defined herein shall have the meaning as set forth in the AHP Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date set forth above.

Federal Home Loan Bank of Atlanta

Agreed to and Accepted

By:

Project Sponsor

Jefferson Co. Comm., Office of Comm. Devel.

Agreed to and Accepted

By: Bettye Fine Collins, President

Assignee

New South Federal Savings Bank

Agreed to and Accepted

By: Roy D. Murphree, EVP & COO

Assignor

Regions Bank

Agreed to and Accepted

By: Paul S. Carrathers, Senior Vice President

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-30-2007-1382

Whereas, it is the policy of the Jefferson County Commission to recognize its corporate citizens for their outstanding accomplishments and contributions to Jefferson County, Alabama; and

Whereas, 2006-2007 is the Centennial Year of the Leeds Plant of the Lehigh Cement Company and thus the Leeds Historical Society proposes that we celebrate this unique event in a memorable way; and

Whereas, the Leeds Lehigh Plant began as the Standard Portland Cement Company in 1906-07 and later became the Universal Atlas Cement Company and finally the Lehigh Cement Company; and

Whereas, the Leeds Lehigh plant has contributed millions of dollars through the years to economic development, taxes, wages, gifts and grants of various kinds to the benefit of the people of Leeds and Jefferson County; and

Whereas, the City of Leeds, the Leeds Historical Society and the Leeds Area Chamber of Commerce served as the main facilitators of several events during the summer 2007 to celebrate the Centennial Year of the Lehigh Cement Company, and wish to announce officially an invitation for every organization, business, church, etc. to join in as supporters of this historical and special occasion; and

Now, be it resolved the Jefferson County Commission wishes to congratulate the Lehigh Cement Company for One Hundred Years of Service and Success and joins in the celebration the Centennial Year of the Leeds Lehigh Cement Company.

Adopted by the Jefferson County Commission in Birmingham, Alabama on this the 30<sup>th</sup> day of October, Two Thousand and Seven.

Bettye Fine Collins, President

Jim Carns, Commissioner

Bobby Humphries, Commissioner

Larry Langford, Commissioner

Sheila Smoot, Commissioner

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-30-2007-1383

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

agreement between Jefferson County, Alabama and Alabama Cooperative Extension System for FY07-08 appropriation for regular salaries.

#### PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 26<sup>th</sup> day of September, by and between Jefferson County, Alabama, hereinafter called 'the County', and, Alabama Cooperative Extension System, hereinafter called 'the Contractor'. The effective date of this agreement shall be October 1, 2007.

WHEREAS, the County desires to contract for services for the Jefferson County Extension Office, hereinafter called "County Extension Office", and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** The Contractor shall perform all necessary professional services provided under this Contract as required. The Contractor shall provide the following programs in a satisfactory and proper professional manner:
  - a. Agricultural Programs
  - b. Forestry and Natural
  - c. Urban and Nontraditional programs
  - d. Family and Individual Well-being Programs
  - e. Community and Economic Development Programs
  - f. 4-H Youth Development Programs
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render the professional services listed above to the County at any time after the effective date of this Contract.
4. **COMPENSATION:** The Contractor shall be compensated for services rendered as follows:
  - a. The County shall pay the Contractor a total of \$163,000.00 to be paid with twelve monthly payments, eleven (11) payments of \$13,583.33 and one (1) payment of \$13,583.37 upon execution of this Contract.
  - b. The Contractor shall use said funds above to help defray the cost of regular salaries for the Jefferson County Extension Office,
5. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
6. **NONDISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
7. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
8. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County or damages sustained by virtue of a breach by the Contractor.
9. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. ~~The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.\*~~
10. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
11. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama.
12. **COUNTY FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of

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

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

\*NOTE: The Alabama Cooperative Extension System (ACES) cannot agree to the indemnity provision in paragraph 9. As a state entity protected by sovereign immunity which cannot be waived, ACES cannot effectively agree to pay claims that would be covered by such a provision

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

CONTRACTOR:

W. Gaines Smith, Director

Bettye Fine Collins, President

Alabama Cooperative Extension System

Jefferson County Commission

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-30-2007-1384

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the Fire & Medical Dispatch Services Agreement between Jefferson County, Alabama and American Medical Response (approved 1/23/07- MB:152; PG:550-551) to transfer all rights and obligations from Hank's Acquisition Corp., d/b/a AMR to Lifeguard Transportation Services, Inc.

AMERICAN MEDICAL RESPONSE

Hank's Acquisition Corp.

d/b/a American Medical Response

124 West Park Drive

Birmingham, Alabama, 35211

Dear County Commission:

This letter (this "Letter") is delivered in connection with the transactions contemplated under the Asset Purchase Agreement, dated as of September 19, 2007 (the "Purchase Agreement"), by and among Hank's Acquisition Corp., ("Seller") and Lifeguard Transportation Service Inc. ("Buyer") pursuant to which Buyer will acquire the assets pertaining to Seller's operations in Birmingham, Alabama (the "Acquisition").

The Purchase Agreement provides that prior to the consummation of the Acquisition, Seller will transfer the assets relating to its emergency and non-emergency ground ambulance transportation business in Jefferson and Shelby Counties, together with certain related liabilities. As such, Buyer will be assigned all of the rights and assume the obligations of Seller (the "Assignment") under the Fire and Medical Dispatch Services Agreement, between County Commission of Jefferson County, AL and Seller (the "Agreement").

County Commission of Jefferson County, AL hereby accepts and consents to the Assignment and authorizes the Seller to deliver this Letter to Buyer as evidence of such consent.

Except as expressly provided above, the Agreement remains in full force and effect and is ratified and confirmed. All references in the Agreement to the Agreement will be deemed to include the Agreement as amended and modified hereby.

This Letter shall be governed by the internal laws of the State of Alabama. No party may assign its rights, duties, or obligations under this Letter without the prior written consent of the other party.

The undersigned have signed below to indicate their consent to be bound by the terms and conditions of this Letter. Very truly

yours,

HANK'S ACQUISITION CORP.

d/b/a American Medical Response

Brent Dierking

General Manager, Southeast Division

Accepted and agreed to as of the date first set forth above:

County Commission of Jefferson County, AL

Betty Fine Collins, 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.

---

Oct-30-2007-1385

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment to the Fire Dispatch Services Renewal Agreement between Jefferson County, Alabama and American Medical Response to extend dispatch services for an additional ninety days, November 1, 2007 - January 31, 2008, at an increase of 5% from \$10,295 to \$10,809.75 per month.

FIRE DISPATCH SERVICES RENEWAL AGREEMENT

This Fire Dispatch Services Renewal Agreement between the Jefferson County Commission through its General Services Department and American Medical Response renews the term of the Fire Dispatch Services Agreement approved by the Jefferson County Commission on 1-23-07, MB 152, Page(s) 550-551, for an additional ninety day from November 1, 2007 through January 31, 2008, at a 5% increase from \$10,295.00 per month to \$10,809.75 per month as agreed upon in the original Agreement.

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

JEFFERSON COUNTY COMMISSION

Betty Fine Collins, President

FIRE DISPATCH COMPANY

\_\_\_\_\_, General Manager

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-30-2007-1386

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Statement of Work and related Work Order Forms between Jefferson County, Alabama and Kronos, Inc. to purchase software and hardware upgrades for time keeper system, to include memory upgrade, training and education consulting and upgrades for the existing time clocks, in the amount of \$55,465.

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-30-2007-1387

WHEREAS, the State of Alabama has provided additional Title III Older American Grant funds in the amount of \$37,000; and

WHEREAS, the additional funds will be used for the following Title III programs:\$13,000 for the Alabama Cares grant, \$10,000 for

the Alzheimer's grant, \$2,000 for Information & Assistance, \$10,000 for Ms. Senior Alabama Pageant and \$2,000 for the expense of the AGS Conference.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept the additional Title III Older American Grant funds in the amount of \$37,000.

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-30-2007-1388

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and Shephard's Center Southside to provide funding for the Senior Citizen Center for older residents residing in the Southside of Birmingham and the surrounding areas in the amount of \$11,450 - federal funds.

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-30-2007-1389

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and Jefferson County Committee for Economic Opportunity to provide funding for the Senior Citizen Center for older residents residing in the Smithfield area of Jefferson County and the surrounding areas in the amount of \$12,893 - federal funds.

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-30-2007-1390

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and Jefferson County Committee for Economic Opportunity to provide funding for the Senior Citizen Center for older residents residing in the Midfield area of Jefferson County and the surrounding areas in the amount of \$12,150 - federal funds.

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-30-2007-1391

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and City of Adamsville to provide funding for the Senior Citizen Center for older residents residing in the Adamsville area of Jefferson County and the surrounding areas in the amount of \$11,375 - federal funds.

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-30-2007-1392

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and City of Morris to provide funding for the Senior Citizen Center for older residents residing in the Mt. Olive area of Jefferson County and the surrounding areas in the amount of \$10,545 - federal funds.

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-30-2007-1393

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and City of Morris to provide funding for the Senior Citizen Center for older residents residing in the Morris area of Jefferson County and the surrounding areas in the amount of \$10,545 - federal funds.

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-30-2007-1394

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and St. John Baptist Life Center to provide funding for the Senior Citizen Center for older residents residing in the Dolomite area of Jefferson County and the surrounding areas in the amount of \$9,867 - federal funds.

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-30-2007-1395

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and City of Hueytown to provide funding for the Senior Citizen Center for older residents residing in the Hueytown area of Jefferson County and the surrounding areas in the amount of \$10,367 - federal funds.

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-30-2007-1396

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham Department of Psychiatry/Substance Abuse Program to provide management of the Family Court Electronic Monitoring Program in the amount of \$297,630.

#### CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this 21<sup>st</sup> day of August, 2007, by and between Jefferson County, Alabama, hereinafter called "the County", and The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham Department of Psychiatry/Substance Abuse Program, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2007.

WHEREAS, the County desires to contract for professional services for the Jefferson County Family Court, hereinafter called "the Family Court"; and

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

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

1. EMPLOYMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor shall provide management of the Family Court Electronic Monitoring Program as follows (see Attachment A - on file in Minute Clerk's office):

(A) Staffing Plan:

The Contractor will provide staffing consistent with the needs of the court that will assure 24 / 7 / 365 coverage for an onsite Electronic Monitoring Program for the Birmingham and Bessemer Family Courts. Supervision of the program will be provided by a Program Manager and Program Administrator with experience in juvenile justice program development and management. In-office hours will be 6:30 A.M. to 10:00 P.M. as requested by the Family Court. On-call / home office coverage will be provided for the remainder of the twenty-four (24) hour period.

Adequate staffing will be in place to provide the following services:

- Respond to needs of court and implement court orders in a timely manner
- Perform risk assessments and enrollments as needed
- Track and interpret equipment signals
- Log daily recordings of client movement
- Document approved activities of clients
- Establish direct contact with parties to the juvenile case
- Maintain contact and consultation with juvenile and guardians involved in program for enrollment, violation investigation and termination purposes
- Interact with vendor databases to monitor client's activities, equipment reports, and equipment maintenance
- Interact with employment, school and community services for client status
- Attend court hearings when necessary
- Elicit and attain pickup orders when necessary
- Maintenance of records, databases and files
- Provide feedback and outcome data to court
- Maintenance of appropriate policies and procedures to meet the needs of the court
- Ability to maintain and monitor up to 200 active clients

Contractor will provide a total of five (5) fulltime and three (3) parttime staff with a float pool of per hour, partiallybenefited staff to provide coverage on an as needed basis. Full time and part time staff will consist of the following:

- One full-time Program Administrator
- One full-time Assistant Administrator
- Two full-time day Birmingham staff
- One full-time Bessemer staff

- One part-time, weeknight staff
- Two part-time, weekend staff

Benefits for fulltime and parttime staff will be provided by the Contractor as dictated by the corresponding job classification. 5,834 float pool hours will be budgeted for as needed coverage. Positions will be filled to meet the needs of the current client caseload. All budgeted positions and float pool coverage hours will not be utilized unless the caseload reaches 200 and maximum coverage is required for adequate coverage. If excessive pool hours are utilized on a consistent basis due to a high caseload, then 2,080 pool hours may be converted to a full-time benefitted position at the request of the Family Court to provide more consistent staffing.

(B) Programs Evaluation Methodology and Expected Outcome Measurements

Contractor will provide the Family Court with a monthly data report detailing current enrollment and monthly activity regarding new enrollments, terminations, violations and absence from residence without permission and/or removal of equipment (AWOL). The report will also include the risk status of the clients, referral offence, placement justification and monthly EM usage by each probation officer.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional consulting services to the Family Court at any time after the effective date of this Contract and shall schedule and undertake technical and professional services as requested under this Contract in an expeditious manner. The completion date of all services under this Contract is September 30, 2008.

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

- The County shall compensate the Contractor for services rendered under this Contract up to \$297,630.79 as set forth in Attachment A.
- Services will be provided until the maximum of the agreed Contract is billed and paid. It is understood that the County will provide no fringe benefits (vacation, sick leave, health insurance, etc.)
- Contractor will submit a monthly itemized invoice to the Family Court for Payment. County will pay Contractor monthly, after submission of the monthly billing
- Contractor will be paid the annual amount as shown on Attachment A for the term of this Contract.

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

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

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

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

9. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. {Note: The Contractor, UAB, is a state institution and is constrained by Alabama State Law in its ability to indemnify and hold harmless another entity.}

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

11. INSURANCE: Contractor will maintain such insurance as will Contractor from claims for damage and/or personal injury, including death, which may arise from operations under this contract. {Note: The Contractor, UAB, a division of the Board of Trustees of the University of Alabama, a state agency, cannot waive immunity conferred by Alabama Constitution Article 1 & 14. The inclusive forum in which a claim can be asserted against the Contractor, UAB, is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligible acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB

has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury which may arise from Contractor's operations. UAB is a state agency and is not subject to the Workmen's Compensation Act. UAB maintains equivalent on the job coverage and a longterm disability program.}

12. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of

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

Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractor shall immediately refund to the County a prorated amount of funds received from the County pursuant to this Agreement.

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

WITNESSES:

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA FOR THE  
UNIVERSITY OF ALABAMA AT BIRMINGHAM

Jane Fant, Asst. V.P. for Sponsored Research Administration

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-30-2007-1397

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham to provide on-site assessment, case management and substance abuse services for Family Court in an amount not to exceed \$294,748.59.

#### AGREEMENT

This Agreement entered into this 15<sup>th</sup> day of August, 2007, by and between Jefferson County, Alabama through the Family Court of Jefferson County (hereinafter referred to as "the Jefferson County Commission") and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham (hereinafter referred to as UAB).

#### WITNESSETH:

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

WHEREAS, UAB wishes to provide said services;

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

1. UAB shall provide the following services to the Jefferson County Commission on an as need basis:
  - Case management and assessment services to be staffed by one program coordinator and 4FTE program specialists.
  - Urinalysis
  - Subsidized outpatient treatment at UAB Drug Free
  - Weekly Prevention Classes.
  - Weekly staffing with case management and therapeutic staff.
  - Maintenance of databases for reporting and research purposes.
  - Case management for urinalysis and for Drug Court.
  - Referral to residential treatment when appropriate.
  - Collection of client fees as ordered (client fees collected in connection with the programs supported by this contract shall be accounted for, carried forward and used only for these programs).
2. UAB shall provide such services at the campus of the Family Court and shall keep office hours equal to eight hours per day, Monday through Friday, in space provided by the Jefferson County Commission.
3. The County agrees to provide office space at Family Court, operational equipment, supplies, and furniture.

4. It is expressly understood that UAB shall provide all clerical support for the services at no cost to the Jefferson County Commission.

5. The Jefferson County Commission shall compensate UAB for services rendered under the terms and conditions of this contract as specified in Attachment A which is made a part of this agreement by reference.

6. The term of this contract shall be from October 1, 2007 through September 30, 2008 or until \$294,748.59 is billed and paid, whichever comes first. It is also understood that the Court shall provide no additional amount for fringe benefits (vacation/sick leave, health insurance, etc.).

7. It is understood that each party shall evaluate whether it wishes to continue to contract for these services after the period of this agreement and a separate written agreement must be executed between the parties to continue the contractual relationship.

8. Funds for the above services will be paid from the Family Court of Jefferson County operating budget for fiscal year 2007-08. UAB agrees to submit a monthly itemized invoice to the Jefferson County Commission adjusted for services not actually provided. The Jefferson County Commission agrees to pay UAB monthly after due submission of the monthly billing.

9. UAB will submit a quarterly report containing program data to be specified by the Court.

10. All services rendered by UAB under his contract shall be rendered in accordance with the Court's standard procedures for providing of said services.

11. It is hereby agreed that either party may terminate this contract with a thirty (30) day written notice, served on the other party, by the party wishing to terminate.

12. UAB is obligated for workmen's compensation or equivalent, FICA taxes, all applicable federal state and local taxes, etc., and the Jefferson County Commission will not be obligated for same under this contract.

13. For purposes of this contract, UAB, its employees, officers, agents or representatives shall not be considered as agents, officers or representatives of the County. UAB acknowledges and understands that the performance of this contract is as an independent contractor. As such, neither UAB nor any of its employees has appeal rights before the personnel Board of Jefferson County, Alabama.

14. It is expressly understood, and all parties agree, that nepotism does not exist between the parties and that there exists no conflict of interest or relationship between the parties, nor are the parties receiving pecuniary benefits other than those identified in the contract.

15. UAB, a division of the Board of Trustees of The University of Alabama, a state agency, cannot waive immunity conferred by Ala. Const, Article 1 & 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains selfinsurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to thirdparty acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury.

16. The County and UAB recognize that, in order for professional liability coverage to be provided for activities pursuant to this Agreement, it is necessary for each to have access to normal investigation information for specific incidents which may give rise to a claim being filed against either party. Therefore, each party shall notify the other of such events and each party agrees to cooperate with the other in investigation and/or processing of such incidents and/or claims.

17. UAB agrees that it will be responsible for the provision of the services provided for under this contract and shall assure that the provision of said services are conducted in a competent, professional manner.

18. Contractor and the Contractor representative signed below, certify to the best of their knowledge and belief 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.

Jefferson County Commission

Bettye Fine Collins, President

BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA FOR THE UNIVERSITY OF ALABAMA AT BIRMINGHAM

Jane Fant, VP for Sponsored Research Administration

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-30-2007-1398

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the academic training contract of the following is hereby approved in accordance with Administrative Order No. 92-6: Robert Kyle Miller, Environmental Services and Kim Hopkins, Environmental Services.

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-30-2007-1399

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Stan Brock to serve on the Concord Fire District Board of Trustees, beginning October, 2007 and ending October, 2012, be and hereby is approved.

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

---

Oct-30-2007-1400

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Mary Douglas Hawkins of Corretti, Newsom & Hawkins that the Jefferson County Commission reconsider the following rezoning case, be and hereby is approved.

Z-2007-021 Doris McDowell, owner. Change of zoning on Parcel ID#s 3-17-0-0-1.14\* and 1.68 in Section 17 Twp 14 Range 3 West from A-1 (Agriculture) to R-1 (Single Family) for a single family subdivision.\* (Case Only: 1144 Allbritton Road, Warrior, AL 35180) (WARRIOR) (2.4 Acres\* M/L) \*Original request was for one residence on one parcel of 0.5 acre.

RESTRICTIVE COVENANTS: 1. All residences constructed on this property shall access Allbritton Road by a single common driveway, the location of which shall be approved by the Department of Roads & Transportation; and, 2. Allbritton Road shall be improved to the minimum standards established by the Department of Roads & Transportation. 3. Only one residence to be constructed at this time, with separate approval by the Jefferson County Commission required prior to construction of any additional residences.

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

---

Communication was read from Roads & Transportation recommended the following:

1. AT&T (BellSouth) to install 215' of cable on Jim Goggins Road at John Goggins Road in Dora.
2. AT&T (BellSouth) to install 2,631' of buried fiber and 6,394' of aerial fiber on Clayton Road from the intersection of Old Springville Road to the intersection of Shriner Drive.
3. AT&T (BellSouth) to install 106' of buried cable and 40' of conduit on Bone Dry Road at Franklin Parc Drive in Trafford.
4. Trussville Utilities Board to install 1,150' of 4" gas main in Lake Vista Estates.
5. Birmingham Water Works to install 280' of 6" water main on Pine Crest Lane off of Warrior Robbins Road.
6. Alabama Gas Corporation to install 5,573' of 4" gas main in Rosser Farms Sub Phase II in Eastern Valley/McCalla.

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

---

Oct-30-2007-1401

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to close Porter Road between Shady Grove Road and Short Creek Road for two day beginning Monday, November 5<sup>th</sup> to replace two cross drains.

A detour route will be established in accordance with MUTCD.

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

---

Oct-30-2007-1402

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the request of the City of Homewood and the recommendation of the Director of Roads and Transportation, the President of the Commission is hereby authorized to execute a Quit Claim Deed (copy attached) covering a portion of Oxmoor Road in the City of Homewood for it's use and future maintenance.

QUIT CLAIM DEED

Prepared by:

Alan K. Dodd

STATE OF ALABAMA

A-200 Jefferson County  
Courthouse

716 N. Richard Arrington Jr. Blvd

JEFFERSON COUNTY

Birmingham, Al 35203

KNOW BY ALL THESE PRESENTS, That in consideration of the sum of ONE DOLLAR, (\$1.00) to JEFFERSON COUNTY in hand by the City of Homewood the receipt whereof is hereby acknowledged we JEFFERSON COUNTY do remise, release, quit claim and convey to the said the City of Homewood all our right, title, interest and claim in or to the following described real estate, to wit:

All of the Oxmoor Road right-of-way which at present lies in no city limits, but in Jefferson County, Alabama, and being situated in the Southeast ¼ of the Northeast ¼ and also in the North ½ of the Southeast ¼ all in Section 14, Township 18 South, Range 3 West, Jefferson County, Alabama and lying South and East of the Present corporate city limit line of the City of Birmingham and lying North and West of the present Northwest corporate city limit line for the City of Homewood and lying South of Palisades Drive on the most Northerly end and East of Palisades Boulevard on the Southwesterly end.

Situated in JEFFERSON COUNTY, ALABAMA.

TO HAVE AND TO HOLD, to this said heirs and assigns forever:

Given under this \_\_\_\_\_ hand and seal, this 30<sup>th</sup> day of October, A.D. 2007.

Bettye Fine Collins,

President of Jefferson County Commission

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

---

Oct-30-2007-1403

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following General Warrant Deed to Norris Paving & Asphalt, Inc. for County owned excess land at the McDonald Landfill that was swapped for land in Forestdale at similar value.

This instrument prepared by CHANEY L. CLARK, Attorney

TAX STATEMENTS SHOULD BE  
SENT TO:

1611 Alabama Ave., Jasper, AL 35501 (205) 221-9295

Norris Brothers Properties, LLC

Unless separately contracted, the draftsman makes no warranties as to the sufficiency of the interest conveyed.

\_\_\_\_\_  
\_\_\_\_\_

STATE OF ALABAMA - JEFFERSON COUNTY

GENERAL WARRANTY DEED

KNOW ALL MEN, in consideration of Ten and no/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JEFFERSON COUNTY, ALABAMA, a political subdivision, herein GRANTOR, does hereby grant, bargain, sell and convey unto NORRIS BROTHERS PROPERTIES, LLC, herein GRANTEE, heirs and/or assigns, the following real property:

A parcel of land being a part of the SE ¼ of the NE ¼ and the SW ¼ of the NE ¼ of Section 35, Township 16 South, Range 4 West and a part of the SW ¼ of the NW ¼ of Section 36, Township 16 South, Range 4 West, Jefferson County, Alabama, being more particularly described as follows: Commence at the NW corner of the SE ¼ of the NE ¼ of Section 35, Township 16 South, Range 4 West, this being the Point of Beginning of this parcel and run Easterly along the North line of said ¼ - ¼ section a distance of 1,328.92 feet to the NE corner of said ¼ - ¼ section; thence entering Section 36, Township 16 South, Range 4 West continue along last described course a distance of 160 feet; thence turn an angle of 67° 24' 40" to the right and run Southeasterly a distance of 875.42 feet to an existing R.O.W. marker; thence turn an angle of 127° 34' 24" to the right and run Northwesterly a distance of 300.70 feet to an existing R.O.W. marker; thence turn an angle of 5° 2' 54" to the left and run Northwesterly a distance of 447.04 feet to an existing R.O.W. marker; thence turn an angle of 23° 33' 41" to the right and run Northwesterly a distance of 820.95 feet to an existing R.O.W. marker; thence turn an angle of 38° 18' 09" to the left and run Westerly a distance of 334.66 feet to an existing R.O.W. marker; thence turn an angle of 35° 41' 7" to the right and run Northwesterly a distance of 444.87 feet; thence turn an angle of 149° 07' 12" to the right and run Easterly a distance of 305.51 feet to the Point of Beginning and end of this right-of-way. This parcel contains 18.36 acres, more or less. Less and except any easements of record.

GRANTOR RESERVES THE RIGHT OF EGRESS AND INGRESS ACROSS THIS PARCEL TO ACCESS THE PROPERTY TO THE NORTH KNOWN AS McDONALD HOLLOW LANDFILL.

Source of Title: Instrument #3448/134 and #4357/661  
in the Probate Office of Jefferson County, Alabama.

This conveyance, however, is subject to the following:

- A. Ad valorem taxes due October 1, 2007, which the Grantor agrees to pay.
- B. Any valid adverse title as to minerals, oil or mining rights, easements or rights-of-way, covenants running with the land, encroachments or other matters or defects shown by a survey of the property herein conveyed.

Together with all and singular the tenements, hereditaments, rights, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto the GRANTEE, heirs and/or assigns forever.

GRANTOR, for itself and its heirs covenant to the Grantee, heirs and/or assigns, that the GRANTOR is lawfully seized in fee simple of the property conveyed herein; that the property is free from all encumbrances, unless otherwise noted above; that the GRANTOR has a good right to sell and convey the same and the GRANTOR will warrant and defend the same to GRANTEE, heirs and/or assigns, against the lawful claims of all persons.

IN WITNESS WHEREOF, the GRANTOR has hereunto set their hand(s) and seal(s) this 30<sup>th</sup> day of October, 2007.

JEFFERSON COUNTY, ALABAMA

Attest: \_\_\_\_\_

Minute Clerk

By: \_\_\_\_\_

Title: Bettye Fine Collins, President  
Jefferson County Commission

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

\_\_\_\_\_

COOPER GREEN MERCY HOSPITAL GOVERNING BODY

Oct-30-2007-1404

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

Location:	Equipment:	Model Number:	Serial Number:	Hospital Asset:
Dock	Monitor		1P80603210	
Dock	Monitor		1P80603204	
Dock	Monitor		439576200AA	
Dock	Monitor		191-74509622JOO	
Dock	Computer	MMP	3T3ON01	
Dock	Computer			
Dock	Computer	MMP	FIGPNO1	

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

---

Oct-30-2007-1405

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Amerinet-Vendor/Covidien-Surgical Devices for Cooper Green Mercy Hospital to purchase surgical supplies (suture products and endo-mechanical products) in the approximate amount of \$100,000.

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

---

Oct-30-2007-1406

WHEREAS, Deborah B. Walker desires to serve on the Jefferson County Economic and Industrial Development Authority Board.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Deborah B. Walker to serve on the Jefferson County Economic and Industrial Development Authority Board, beginning November 1, 2007 and ending October 31, 2011, be and hereby is approved.

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

---

Oct-30-2007-1407

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Non-Disclosure and Data License Agreement between Jefferson County and Lamar Smith authorizing the use of Geographical Information Systems digital products and services in accordance with the approved County GIS fee schedule.

JEFFERSON COUNTY GEOGRAPHIC INFORMATION SYSTEMS

NON-DISCLOSURE AND DATA LICENSE AGREEMENT

IN CONSIDERATION of the payment by LICENSEE of the applicable fees in accordance with the Jefferson County Geographic Information Systems fee schedule, Jefferson County hereby licenses and lets unto the following LICENSEE the use, for its own purposes and no other, of selected digital data elements as described below.

This LICENSE is subject to the following conditions and provisions:

A) The LICENSE hereby granted is for the use of the LICENSEE for its internal purposes only and may not be assigned, granted, sold, transferred, or in any other way made available to any other individual, firm, company, corporation or government or governmental agency without the specific written consent of Jefferson County.

B) The digital data elements licensed hereby are without any warranty whatsoever, express or implied, or for any particular purpose whatsoever and are accepted by LICENSEE "as is."

C) The term of this LICENSE shall be indefinite. Provided however, LICENSOR may terminate this LICENSE for breach of any of its conditions or provisions by delivery to LICENSEE of a written notice of termination. Upon such termination LICENSEE shall immediately return to LICENSOR all elements and items licensed hereby and all copies thereof. LICENSEE shall not be entitled to any refund of fees. LICENSEE shall be liable to LICENSOR for all damages resulting to or incurred by LICENSOR from the breach hereof.

GIS DIGITAL PRODUCTS AND SERVICES LICENSED HEREBY:

Data and Services

Executed on the dates reflected below by the duly authorized representatives of the parties hereto.

JEFFERSON COUNTY, ALABAMA

CONTRACTEE

Bettye Fine Collins, President

Lamar Smith

Jefferson County Commission

Shelia Smoot, Commissioner

Technology and Land Development

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-30-2007-1408

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Cooperative Agreement between Jefferson County, Alabama and the City of Fultondale for the sharing of Geographic Information System (GIS) information data and associated technology.

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-30-2007-1409

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Cooperative Agreement between Jefferson County, Alabama and the Lawson State Community College for the sharing of Geographic Information System (GIS) information data and associated technology.

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-30-2007-1410

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Cooperative Agreement between Jefferson County, Alabama and the Minor Heights Fire Department for the sharing of Geographic Information System (GIS) information data and associated technology.

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-30-2007-1411

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Cooperative Agreement between Jefferson County, Alabama and the University of Alabama at Birmingham Department of Government for the sharing of Geographic Information System (GIS) information data and associated technology.

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-30-2007-1412

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the District Attorney and Deputy District Attorney \_\_\_\_\_ to have the County provided compensation, pension contribution and health insurance amounts paid directly to the Office of Prosecution Services and merged with State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

**John J. Greer, III**

**Peyton Neal Zarzour**

AGREEMENT

RECITAL:

Alabama law requires Jefferson County to pay specified annual compensation to the Birmingham and Bessemer District Attorneys and their deputies. The law also requires the State to pay a portion of the compensation for the District Attorneys and for some of the Deputy District Attorneys. Where the compensation responsibility is divided between the County and the State, the Attorneys' pension membership is also divided between the County pension and the State pension. Through this Agreement, the parties establish an option for the District Attorneys and the Deputy District Attorneys to elect to have the County provided compensation, pension contribution and health insurance amounts for single or family coverage paid directly to the Office of Prosecution Services (OPS) and merged with the State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

WITNESSETH:

IN CONSIDERATION OF THE PREMISES, Jefferson County (the County), the District Attorney and the Deputy District Attorney agree as set out below:

Definition: As used herein the term "County provided compensation/benefits" shall mean:

- a) The respective salary amounts for DDA's established by legislative act (and as amended) applicable to the Birmingham and Bessemer District Attorneys Offices and directed to be payable by Jefferson County as salary compensation;
- b) An amount equal to 3% of the salary compensation representing an employer pension match;
- c) An amount equal to 86% of the amount paid by the State toward the cost of State health insurance for either single or family coverage elected by the DDA.

\* In accordance with past practice, the County shall include an amount for FICA upon the condition that the County will be reimbursed by the State.

- 1) By execution below, the Deputy District Attorney hereby elects to have his County-provided compensation/benefits paid directly to the Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.
- 2) By execution below, the District Attorney hereby endorses and approves the above election of the Deputy District Attorney.
- 3) The County hereby agrees to make monthly payments of the County-provided compensation/benefits directly to the Office of

Prosecution Services for merger with the State-provided compensation and paid to the Deputy District Attorney on the OPS payroll.

- 4) The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically amended to reflect changes in the compensation to be paid by the County; i.e., the annual step raises and promotions for Deputy District Attorneys and changes in insurance coverage and the amount paid by the State.
- 5) This Agreement may be terminated by any party upon two months prior written notice to the other parties.
- 6) The effective date of this Agreement shall be July 1, 1999, or upon the effective date of the undersigned DDA's election, if later.

IN WITNESS WHEREOF, the parties have executed this Agreement as reflected below.

	JEFFERSON COUNTY, ALABAMA
Date	Bettye Fine Collins, President Jefferson County Commission
Date	David Barber District Attorney Birmingham Division
Date	_____ Deputy District Attorney Birmingham Division

AMENDMENT AGREEMENT

WITNESSETH

IN CONSIDERATION OF THE PREMISES, the Agreement between Jefferson County (the County), the District Attorney, and the Deputy District Attorneys of October, 1999, approved by County Commission Resolution No. Sept. 29-99 No. 1274, Minute Book 125, page 531, is hereby amended as follows:

Paragraph (3), page 2, is amended to read:

- (3) The County hereby agrees to make the quarterly payments in advance, no later than the 10<sup>th</sup> day of the months January, April, July and October of each year, of the County-provided compensation/ benefits, directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the deputy district attorney on the OPS payroll.

IN WITNESS WHEREOF, the parties have executed this Amendment Agreement as reflected below.

	JEFFERSON COUNTY, ALABAMA
	Bettye Fine Collins, President Jefferson County Commission
	David Barber, District Attorney _____ Deputy District Attorney

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-30-2007-1413

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

There are two bonds for Deputy Sheriff (for Commission approval only): Tommy Laneer Wilkes and Rosa M. Smith

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-30-2007-1414

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Rick Schnittker in the amount of Four

Thousand Three Hundred Fifty and 94/100 (\$4,350.94) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Director of Finance is hereby directed to issue a check made payable to Rick Schnittker in the amount of \$,350.94 and forward it to the County Attorney for disbursement.

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

---

Oct-30-2007-1415

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Laquita Mitchell in the amount of Four One Hundred Eighty One and 60/100 (\$181.60) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Director of Finance is hereby directed to issue a check made payable to Laquita Mitchell in the amount of \$\$181.60 and forward it to the County Attorney for disbursement.

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

---

Oct-30-2007-1416

WHEREAS, the Jefferson County Commission and the City of Birmingham entered into a month-to-month contract for animal control services with BJC Animal Control Services, Inc., beginning October 1, 2007; and

WHEREAS, the month-to-month contract requires the parties to give thirty (30) days notice prior to termination of said contract.

NOW THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION hereby approves the extension of the aforementioned contract for an additional thirty (30) days.

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

---

Oct-30-2007-1417

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to approve an application for FY2008 Transportation Enhancement Grant funds for the development of a multi-use trail in Jefferson County.

BE IT FURTHER RESOLVED that the President is hereby authorized to execute the grant application and any other documents necessary to obtain this grant.

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

---

Oct-30-2007-1418

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following public statement be read from the Board of Registrars Office:

"We currently have over five thousand voter cards that are ready to be mailed out to the voters. The cards will go to the voters who registered or updated their address before the last election.

These cards have district information but most important, their voting location for State, Federal and County elections. Many of the voters that voted in the City of Birmingham election will vote at a different polling location in the upcoming elections. It is imperative that the voter be notified of their correct polling locations.

To make the voter aware of their correct polling location, it would be helpful if the County Commission would make a public statement in regards to the mailing of these cards for the upcoming 2008 election.”

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

---

Thereupon the Commission Meeting was adjourned to meet Tuesday, November 6, 2007, at 10:00 a.m. in Commission Chambers

---

President

ATTEST

---

Minute Clerk