

STATE OF ALABAMA)

JEFFERSON COUNTY) November 27, 2007

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

District 1 George Bowman

District 2 Shelia Smoot

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Carns seconded by Commissioner Humphryes that the Minutes of November 20, 2007, be approved. Voting "Aye" Carns, Humphryes, Bowman, Collins and Smoot.

Nov-27-2007-1484

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Jose Ortiz Aguilar, d/b/a Tonalá Grill Restaurante Mexicano, Inc., located at 1420 Foresdtdale Blvd., Birmingham, AL 35214, for an on-premise Restaurant Retail Liquor license, be and hereby is approved.

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

STAFF DEVELOPMENT

Individual Staff Development

Allen Kniphfer	EMA	Birmingham, Alabama Seminar: How to be an Outstanding Communicator December 19, 2007	\$154.00
Sid Browning	Probate Court	Tuscaloosa, Alabama Alabama Law Institute November 1-2, 2007	\$273.79
Jacob Freeman	Sheriff's Dept.	Tuscaloosa, Alabama Narcotic Detection Dog Handler Course December 3, 2007 - January 18, 2008	\$3,000
Sandra Rice	Tax Assessor	Montgomery, Alabama IAAO 600 : Principles & Techniques of Cadastral Mapping December 9-14, 2007	\$1,226.01

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

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

BASED UPON THE LOWEST BIDS MEETING SPECIFICATIONS.

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

1. LAND DEVELOPMENT FROM LEE & SON LAWN CARE, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS TO PURCHASE ORDER 2000002143 FOR LANDSCAPING SERVICES FOR PROPERTIES OWNED BY THE COUNTY THROUGH THE FLOOD MITIGATION PROGRAM. SAP PURCHASE ORDER# 2000002143 \$25,000.00
TOTAL
REFERENCE BID# 88-05
CONTRACT APPROVED BY THE COMMISSION ON 4/26/05, IN MINUTE BOOK 148, PAGES 53 - 54.
2. LAND DEVELOPMENT FROM BIRMINGHAM NEWS, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS TO PURCHASE ORDER 2000000860 FOR ADVERTISING SERVICES. SAP PURCHASE ORDER# 2000000860
\$1,262.00 TOTAL
3. LAND DEVELOPMENT FROM STEWART ORGANIZATION, BIRMINGHAM, AL, FOR MAINTENANCE OF COPIER CANON CLC1000. SAP PURCHASE ORDER# 2000007834 \$7,617.00 TOTAL REFERENCE BID# 255-06
4. LAND DEVELOPMENT FROM BERNEY OFFICE SOLUTION, MONTGOMERY, AL, FOR MAINTENANCE OF COPIER SHARP SBC555. SAP PURCHASE ORDER# 2000007892 \$16,560.00 TOTAL REFERENCE BID# 255-06
5. RECOMMEND FOR JEFFERSON COUNTY FACILITIES FROM ECOLAB INC., ST. PAUL, MN, FOR WAREWASHING / INSTITUTIONAL CLEANING SUPPLIES. REFERENCE BID # 301-07 \$103,208.45 TOTAL
6. BRIDGE MAINTENANCE FROM KIRKPATRICK CONCRETE, BIRMINGHAM, AL, FOR OPEN CONTRACT PURCHASE ORDER FOR READY MIX CONCRETE FOR THE PERIOD OF 10/1/07 TO 4/1/08. SAP PURCHASE ORDER# 2000009534 \$50,000.00 TOTAL REFERENCE BID# 317-05
7. OFFICE OF SENIOR CITIZENS FROM KELLY SERVICES, ATLANTA, GA, FOR TEMPORARY PERSONNEL AMENDMENT TO RENEW CONTRACT FOR THE PERIOD OF 10/1/07 TO 9/30/08. REFERENCE SAP# 1000027881
\$37,500.00 TOTAL REFERENCE BID# 288-06
8. COOPER GREEN MERCY HOSPITAL DATA PROCESSING FROM 3M CORPORATION, CHICAGO, IL, FOR SOFTWARE MAINTENANCE FOR 10/1/07 TO 9/30/08. SAP PURCHASE ORDER# 2000009491 \$5,750.00 TOTAL
REFERENCE SAP # 1000032597 REFERENCE INVOICE# WP03445
9. ENVIRONMENTAL SERVICES LEEDS WWTP FROM FISHER SCIENTIFIC, BIRMINGHAM, AL, FOR LAB SUPPLIES. SAP PURCHASE ORDER# 2000009465 \$5,600.00 TOTAL REFERENCE BID# 334-06
10. ENVIRONMENTAL SERVICES VILLAGE CREEK WWTP FROM ALLIED UNIVERSAL CORPORATION, MIAMI, FL, FOR SULFUR DIOXIDE. SAP PURCHASE ORDER# 2000009557 \$8,330.00 TOTAL REFERENCE BID# 14-08
11. ENVIRONMENTAL SERVICES VILLAGE CREEK WWTP FROM FISHER SCIENTIFIC, BIRMINGHAM, AL, FOR LAB SUPPLIES. SAP PURCHASE ORDER# 2000009465 \$20,000.00 TOTAL REFERENCE BID# 334-06
12. BESSEMER HIGHWAY MAINTENANCE FROM FULLER FIVE LANDSCAPE, BIRMINGHAM, AL, TO ADD FUNDS TO OPEN CONTRACT PURCHASE ORDER FOR RED ROCK. SAP PURCHASE ORDER# 2000007096
\$9,000.00 TOTAL REFERENCE BID# 71-06
13. BESSEMER HIGHWAY MAINTENANCE FROM DUNN, BIRMINGHAM, AL, FOR CONTRACT OPEN PURCHASE ORDER FOR ASPHALT PLANT MIX FOR THE PERIOD OF 4/1/07 TO 4/1/08. SAP PURCHASE ORDER# 2000009456
\$100,000.00 TOTAL REFERENCE BID# 139-07
14. ENVIRONMENTAL SERVICES VALLEY CREEK WWTP FROM WESTFALIA SEPARATOR INC., NEWARK, NJ, FOR SEWER SEPARATOR REPAIR PARTS. SAP PURCHASE ORDER# 2000009436 \$10,485.83 TOTAL
REFERENCE BID# 34-08
15. COOPER GREEN MERCY HOSPITAL (STORES) FROM HOSPIRA WORLDWIDE, CHICAGO, IL, FOR SOLUTIONS & SET ORDERS. SAP PURCHASE ORDER# 700000282 \$5,511.21 TOTAL
16. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM RADIOMETER AMERICA, CHICAGO, IL, FOR BLOOD GAS CONTROLS FOR ABL 720 ANALYZERS 10/1/07 9/30/07. SAP PURCHASE ORDER# 2000009339
\$10,296.00 TOTAL REFERENCE BID# 39-08
17. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM RADIOMETER AMERICA, CHICAGO, IL, FOR BLOOD GAS SUPPLIES 10/1/07 9/30/08. SAP PURCHASE ORDER# 2000009337 \$9,500.00 TOTAL
REFERENCE BID# 39-08
18. INFORMATION TECHNOLOGY ADMINISTRATION SERVICES FROM UNISOFT INTERNATIONAL INC. D/B/A

- SOFTWARE & MANAGEMENT ASSOCIATES (SMA), KINGWOOD, TX, FOR MAINTENANCE / SUPPORT FOR SMA
OPCON XPS SOFTWARE FOR THE PERIOD OF 10/1/07 9/30/08. SAP PURCHASE ORDER# 2000007629
\$36,657.00 TOTAL REFERENCE SAP# 1000023926/1 REFERENCE BID# 28-08
19. GENERAL SERVICES FROM SIEMENS TECHNOLOGIES, BIRMINGHAM, AL, FOR ANNUAL CONTRACT FOR FIRE
PROTECTION TESTING AND INSPECTIONS. REFERENCE BID# 2206 \$31,474.94 TOTAL
20. INFORMATION TECHNOLOGY ADMINISTRATION SERVICES FROM EASTMAN KODAK, CHICAGO, IL, FOR
MAINTENANCE FOR ARCHIVE WRITERS FOR THE PERIOD OF 10/1/07 9/30/08.
SAP PURCHASE ORDER# 2000009442 \$6,695.00 TOTAL REFERENCE SAP# 1000031684/1
REFERENCE INVOICE# 277105138
21. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM SOURCEONE HEALTHCARE, MENTOR, OH, FOR
RADIOLOGY EQUIPMENT MAINTENANCE 10/1/07 9/30/08. SAP PURCHASE ORDER# 2000009583
\$92,799.96 TOTAL REFERENCE BID# 01-08
22. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM SOURCEONE HEALTHCARE, MENTOR, OH, FOR
PROCESSOR EQUIPMENT & SUPPLIES 10/1/07 9/30/08. SAP PURCHASE ORDER# 2000009584
\$41,160.00 TOTAL REFERENCE BID# 15-08
23. COOPER GREEN MERCY HOSPITAL INFORMATION TECHNOLOGY FROM LSS DATA SYSTEMS, EDEN PRAIRIE,
MN, TO ADD FUNDS TO PURCHASE ORDER REFERENCED BELOW TO COVER INVOICES.
SAP PURCHASE ORDER# 2000002601 \$3,152.82 TOTAL
24. COOPER GREEN MERCY HOSPITAL (CENTRAL SUPPLY) FROM HILL ROM, PITTSBURGH, PA, FOR OVERLAY
RENTALS TO PAY PAST DUE INVOICES 2007. SAP PURCHASE ORDER# 2000009710 \$11,268.00 TOTAL
REFERENCE BID# 332-04
25. JEFFERSON COUNTY BOARD OF REGISTRARS FROM ALL AROUND TEMPS D/B/A DARRELL WALKER
WORKFORCE SYSTEMS, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS TO PURCHASE ORDER
2000003782 FOR PROVIDING TEMPORARY ADMINISTRATIVE PERSONNEL TO THE BOARD OF REGISTRARS ON
AN AS NEEDED EMERGENCY BASIS. SAP PURCHASE ORDER# 2000003782 \$19,000.00 TOTAL
REFERENCE BID# 28-806
CONTRACT APPROVED BY THE COMMISSION ON 1/9/07, IN MINUTE BOOK 152, PAGES 516-517.
26. KETONA HIGHWAY MAINTENANCE FROM FULLER FIVE LANDSCAPE SUPPLY, CUSSETA, AL, FOR OPEN
CONTRACT PURCHASE ORDER FOR GRAVEL & STONE FOR THE PERIOD 4/1/07 TO 4/1/08.
SAP PURCHASE ORDER# 2000009601 \$25,000.00 TOTAL REFERENCE BID# 10806
27. KETONA HIGHWAY MAINTENANCE FROM VULCAN MATERIALS COMPANY, BIRMINGHAM, AL, FOR OPEN
PURCHASE ORDER FOR GRAVEL & STONE FOR THE PERIOD 4/1/07 TO 4/1/08.
SAP PURCHASE ORDER# 2000009594 \$100,000.00 TOTAL REFERENCE BID# 108-06
28. KETONA HIGHWAY MAINTENANCE FROM DUNN CONSTRUCTION ROAD DIVISION, BIRMINGHAM, AL, FOR
OPEN CONTRACT PURCHASE ORDER FOR ASPHALT PLANT MIX FOR THE PERIOD 4/1/07 TO 4/1/08.
SAP PURCHASE ORDER# 2000009590 \$750,000.00 TOTAL REFERENCE BID# 139-07
29. KETONA HIGHWAY MAINTENANCE FROM VULCAN MATERIALS COMPANY, BIRMINGHAM, AL, FOR OPEN
CONTRACT FOR PURCHASE ORDER FOR GRAVEL & STONE FOR THE PERIOD 4/1/07 TO 4/1/08.
SAP PURCHASE ORDER# 2000009596 \$25,000.00 TOTAL REFERENCE BID# 103-07
30. BRIDGE MAINTENANCE DIVISION FROM LOADER SERVICES & EQUIPMENT, BIRMINGHAM, AL, FOR
BOBCAT T250 COMPACT TRACK LOADER. SAP PURCHASE ORDER# 2000009752 \$45,143.90 TOTAL
REFERENCE BID# 08-08
31. SHERIFF'S DEPARTMENT FROM ROBINSON TEXTILES, GARDENA, CA, FOR INMATE UNIFORMS.
SAP PURCHASE ORDER# 9000001295 \$34,498.75 TOTAL REFERENCE BID# 225-06
32. COOPER GREEN MERCY HOSPITAL FROM MCKENNA & ASSOCIATES, CHARLESTON, WV, FOR MEDICAL
CONSULTING SERVICES TO PAY INVOICE JA3446 FOR SERVICE CONTRACTED WITHOUT COMING THROUGH
THE PURCHASING DEPARTMENT. \$17,950.00 TOTAL
33. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM LABORATORY CORPORATION, BURLINGTON, NC,
FOR LABORATORY REFERRAL TESTING 11/27/07 9/30/08. SAP PURCHASE ORDER# 2000009667
\$300,000.00 TOTAL REFERENCE BID# 255-07
34. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM FISHER SCIENTIFIC, HOUSTON, TX, FOR ER TEST
KITS FOR THE BIOSITE TRIAGE 11/27/07 9/30/08. SAP PURCHASE ORDER# 2000009661 \$66,500.00 TOTAL
35. COOPER GREEN MERCY HOSPITAL FROM MEDICAL STAFFING NETWORK, DALLAS, TX, FOR TEMPORARY

- PERSONNEL TO ADD FUNDS TO EXISTING PURCHASE ORDER. SAP PURCHASE ORDER# 2000002340
 \$175,000.00 TOTAL REFERENCE BID# 265-06
36. COOPER GREEN MERCY HOSPITAL FROM MAXIM, CHICAGO, IL, FOR TEMPORARY PERSONNEL TO ADD FUNDS TO EXISTING PURCHASE ORDER. SAP PURCHASE ORDER# 2000002330 \$90,000.00 TOTAL REFERENCE BID# 265-06
37. COOPER GREEN MERCY HOSPITAL FROM GLOBAL DIAGNOSTIC SERVICES, CONYERS, GA, FOR TEMPORARY PERSONNEL TO ADD FUNDS TO EXISTING PURCHASE ORDER. SAP PURCHASE ORDER# 2000002369 \$45,000.00 TOTAL REFERENCE BID# 265-06
38. COOPER GREEN MERCY HOSPITAL FROM AUGMENTATION, INC., BIRMINGHAM, AL, FOR TEMPORARY PERSONNEL TO ADD FUNDS TO EXISTING PURCHASE ORDER. SAP PURCHASE ORDER# 2000000126 \$270,000.00 TOTAL REFERENCE BID# 265-06
39. COOPER GREEN MERCY HOSPITAL FROM ATC HEALTHCARE SERVICES, BIRMINGHAM, AL, FOR TEMPORARY PERSONNEL TO ADD FUNDS TO EXISTING PURCHASE ORDER. SAP PURCHASE ORDER# 2000002323 \$275,000.00 TOTAL REFERENCE BID# 265-06
40. COOPER GREEN MERCY HOSPITAL FROM NURSE ADVOCACY, BIRMINGHAM, AL, FOR TEMPORARY PERSONNEL TO ADD FUNDS TO EXISTING PURCHASE ORDER. SAP PURCHASE ORDER# 2000002357 \$55,000.00 TOTAL REFERENCE BID# 265-06
41. COOPER GREEN MERCY HOSPITAL FROM SUWANNEE MEDICAL PERSONNEL, BIRMINGHAM, AL, FOR TEMPORARY PERSONNEL TO ADD FUNDS TO EXISTING PURCHASE ORDER. SAP PURCHASE ORDER# 2000002345 \$155,000.00 TOTAL REFERENCE BID# 265-06
42. COOPER GREEN MERCY HOSPITAL FROM SECURE OPTIMAL STAFFING, BIRMINGHAM, AL, FOR TEMPORARY PERSONNEL TO ADD FUNDS TO EXISTING PURCHASE ORDER. SAP PURCHASE ORDER# 2000002374 \$95,000.00 TOTAL REFERENCE BID# 265-06
43. COOPER GREEN MERCY HOSPITAL FROM NURSEFINDERS, BIRMINGHAM, AL, FOR TEMPORARY PERSONNEL TO ADD FUNDS TO EXISTING PURCHASE ORDER. SAP PURCHASE ORDER# 2000002304 \$200,000.00 TOTAL REFERENCE BID# 265-06
44. ROADS & TRANSPORTATION TRAFFIC SIGNAL SHOP KETONA FROM 3M CORPORATION CHICAGO, IL, TO ADD FUNDS TO PURCHASE ORDER FOR TRAFFIC ENGINEERING EQUIPMENT TO COVER INVOICE.
 SAP PURCHASE ORDER# 2000004354 \$108.00 TOTAL REFERENCE SAP# 1000010724
 REFERENCE INVOICE# SS50844 STATE OF ALABAMA CONTRACT# T-114
45. BRIDGE MAINTENANCE DIVISION FROM CRANE WORKS, BIRMINGHAM, AL, FOR OPEN CONTRACT PURCHASE ORDER FOR MOBILE CRANE RENTAL FOR THE PERIOD OF 10/1/07 TO 10/1/08.
 SAP PURCHASE ORDER# 2000009610 \$18,950.00 TOTAL REFERENCE BID# 275-07
46. COOPER GREEN MERCY HOSPITAL INFORMATION TECHNOLOGY FROM IRON MOUNTAIN, NEW YORK, NY, FOR OFF SITE DATA PROTECTION ANNUAL MAINTENANCE FOR THE PERIOD OF 10/1/07 9/30/08.
 SAP PURCHASE ORDER# 2000009726 \$12,000.00 TOTAL REFERENCE SAP # 1000032578
47. COOPER GREEN MERCY HOSPITAL INFORMATION TECHNOLOGY FROM FORM FAST INC., BALLWIN, MO, FOR ANNUAL MAINTENANCE FOR FORM FAST SOFTWARE RENEWAL FOR THE PERIOD OF 10/1/07 9/30/08.
 SAP PURCHASE ORDER# 2000009728 \$5,469.00 TOTAL REFERENCE SAP# 1000032577
48. COOPER GREEN MERCY HOSPITAL INFORMATION TECHNOLOGY FROM MEDMINED, INC., BIRMINGHAM, AL, FOR ANNUAL MAINTENANCE FOR PICIS HL7 INTERFACE BLUE CROSS PROJECT FOR THE PERIOD OF 10/1/07 9/30/08.
 SAP PURCHASE ORDER# 2000009731 \$18,582.00 TOTAL REFERENCE SAP# 1000032582
49. COOPER GREEN MERCY HOSPITAL INFORMATION TECHNOLOGY FROM MEDICAL INFORMATON TECHNOLOGY, CHICAGO, IL, FOR ANNUAL MAINTENANCE / SUPPORT FOR MEDITECH SOFTWARE FOR THE PERIOD OF 10/1/07 9/30/08. SAP PURCHASE ORDER# 2000009732 \$70,000.00 TOTAL REFERENCE SAP# 1000034376
50. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM MALLINKRODT, CHARLOTTE, NC, TO ADD FUNDS TO PAY OUTSTANDING INVOICES. SAP PURCHASE ORDER# 2000002091 \$4,999.99 TOTAL REFERENCE BID# 21-07
51. FLEET MANAGEMENT FROM ALTEC INDUSTRIES, BIRMINGHAM, AL, TO CHANGE ORDER FOR ADDITIONAL

- REPAIRS TO BOOM TRUCK. SAP PURCHASE ORDER# 2000007843 \$4,000.00 TOTAL
52. COOPER GREEN MERCY HOSPITAL (STORES) FROM HOSPIRA WORLDWIDE, PITTSBURGH, PA, FOR PUMP RENTAL.
SAP PURCHASE ORDER# 2000002450 \$82,194.00 TOTAL REFERENCE BID# 279-03
53. VARIOUS DEPARTMENTS THROUGHOUT THE COUNTY FROM AIRGAS SOUTH, TARRANT, AL, FOR OXYGEN, ACETYLENE, AND OTHER GASES. REFERENCE BID# 44-08 \$10,000.00 TOTAL
54. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM CARDINAL HEALTH, CHARLOTTE, NC, FOR BLOOD BANK SUPPLIES FOR THE PERIOD OF 10/1/07 9/30/08. SAP PURCHASE ORDER# 2000009763 \$10,000.00 TOTAL REFERENCE BID# 226-05
55. ECONOMIC DEVELOPMENT FROM STATE OF ALABAMA DEPARTMENT OF INDUSTRIAL RELATIONS, MONTGOMERY, AL, FOR RENTAL OF WIA BUILDING TO ADD FUNDS TO EXISTING PURCHASE ORDER.
SAP PURCHASE ORDER# 2000009587 \$41,900.00 TOTAL
56. JAIL BIRMINGHAM FROM SYSCO, BIRMINGHAM, AL, TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FOOD.
SAP PURCHASE ORDER# 2000001605 \$17,858.38 TOTAL
57. ENVIRONMENTAL SERVICES PACKAGE PLANTS & PUMP STATION FROM GPM OF ALABAMA, BIRMINGHAM, AL, FOR PUMP PARTS. SAP PURCHASE ORDER# 2000009791 \$5,385.54 TOTAL

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
11/27/2007

Profit Ct.	Vendor # Name	Text	Business Area	Amount	Do	
					c No	
District 2	1000193	JEFFERSON CO TREASURER	PETTY CASH-INFORMATION TECHNOLOGY	INFO TECH: NETWORK SUPPORT	134.08	1900006230
District 2	1001699	LISA MEUSE	Travel Reimbursement for Lisa Meuse 8/5-8/9/07	INFO TECH: SYS DEVELOP & ADMIN	54.86	1900006230
						00005027
District 2	1002765	PATRICIA FERGUSON	Reimbursement Patricia Ferguson - SAP ABAP	INFO TECH: GEOGRAPHIC INFO SYS	396.44	1900006305
District 3	1000071	ASSN OF COUNTY ENGINEERS	Membership Renewal for 2008 ACEA Dues	R&T: ADMINISTRATION	265.00	1900006316
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-SWMA	STORMWATER MGT AUTHORITY INC	50.00	1900005921
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-SWMA	STORMWATER MGT AUTHORITY INC	13.37	1900005992
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-ROADS & TRANSPORTATION	R&T: HIGHWAY MAINT-KETONA	89.25	1900006036
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-EMA	EMERGENCY MANAGEMENT AGENCY	310.00	1900006255
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-EMA	EMERGENCY MANAGEMENT AGENCY	310.00	1900006256
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-SWMA	STORMWATER MGT AUTHORITY INC	30.98	1900006313
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-SWMA	STORMWATER MGT AUTHORITY INC	25.83	1900006314
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-SWMA	STORMWATER MGT AUTHORITY INC	5.00	1900006315
District 3	1002471	ALAN DODD	Travel Reimbursement for Alan K. Dodd	R&T: RIGHT OF WAY	92.20	1900005023
District 3	1019314	CHARLES O BARRETT	REFUND BUILDING PERMIT FEES	INSPECTION SERVICES	180.00	1900006221
District 4	1000050	MARLIN ALLEN	October 2007 Mileage Reimbursement	REVENUE		371.39
						00005722
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-GENERAL SERVICES	GEN SVCS: ADMINISTRATION	219.74	1900006008
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-GENERAL SERVICES	GEN SVCS: ADMINISTRATION	268.40	1900006023
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-REVENUE	REVENUE	18.94	1900006041
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-GENERAL SERVICES	GEN SVCS: ADMINISTRATION	235.22	1900006066
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-FAMILY COURT	FC CLERKS OFFICE	383.94	1900006089
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-GENERAL SERVICES	CO HOME: PLANT OPERATIONS	165.86	1900006311
District 4	1000249	GFOA	member dues for tracie g. hodge	BUDGET MANAGEMENT	145.00	1900006088
District 4	1001891	ALABAMA MEDICAID AGENCY	Overpayment Refund Gladys Oldham	CO HOME: BUSINESS OFFICE	1,546.72	1900006046
District 4	1002307	DARRICK WILLIAMS	October 2007 Mileage Reimbursement	REVENUE		155.52
						00005723
District 4	1002785	WILLIAM VOIGT	reimbursement for registration	SENIOR CITIZEN SERVICES	120.00	1900005337
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: VALLEY CREEK WWTP	359.26	1900005828
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES		610.69	1900005995
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	FINANCE SEWER SERVICES	99.47	1900006030
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: PACKAGE WWTP & PUMP STATIO	198.34	1900006038
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: SANITATION ADMINISTRATION	45.77	1900006045
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-COMMUNITY DEVELOPMENT	COMMUNITY DEVELOPMENT	30.00	1900006090
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-COMMUNITY DEVELOPMENT	COMM DEV HOME PROGRAM	10.10	1900006101
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: VILLAGE ELECTRICAL SHOP	252.40	1900006113
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	FINANCE SEWER SERVICES	163.22	1900006120
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: LEEDS WWTP	16.20	1900006121
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-COMMISSIONER CARNs	COMMISSIONER, DISTRICT 5	184.29	1900006126
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	20.00	1900006216
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: CAHABA RIVER WWTP	21.44	1900006219
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: CAHABA RIVER WWTP	15.36	1900006282
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: BARTON LAB	11.99	1900006307

District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: LEEDS WWTP	47.64	1900006309
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: PACKAGE WWTP & PUMP STATIO	81.151900006312	
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ECONOMIC DEVELOPMENT	ECON DEV WORKFORCE INVESTMENT	170.11	1900006320
District 5	1000194	GENERAL RETIREMENT SYS	For Barbara Salvagio Military Conversion from The	ES: SANITATION ADMINISTRATION		
						12
						,426.44
						19
District 5	1001482	CATHY HULSEY	Local Mileage for Cathy Hulsey for WIA Duties	ECON DEV WORKFORCE INVESTMENT	100.85	00006220
						19
District 5	1002197	THE BANK OF NEW YORK	Auction Fee - 2002-C-1-ABC&D extend Oct 2008	ES: SANITATION ADMINISTRATION		00006318
						37
						,380.00
						19
District 5	1019183	MATTHEW T ALPAUGH	TR REFUND FOR MATTHEW ALPAUGH	ES: SANITATION ADMINISTRATION	80.951900006337	00006308
Joint Responsibility	1000193	JEFFERSON CO TREASURER	PETTY CASH-SHERIFF'S DEPT	SHERIFF ENFORCE-BIRMINGHAM		
						15
						3.98
						19
Joint Responsibility	1000193	JEFFERSON CO TREASURER	PETTY CASH-SHERIFF'S DEPT	SHER CORRECT-BIRMINGHAM		00005977
						1,109.23
						19
Joint Responsibility	1000193	JEFFERSON CO TREASURER	PETTY CASH-SHERIFF'S DEPT	SHERIFF ENFORCE-BIRMINGHAM		00006040
						70.07
						19
Joint Responsibility	1000193	JEFFERSON CO TREASURER	PETTY CASH-SHERIFF'S DEPT	SHER CORRECT-BIRMINGHAM		00006291
						569.91
						19
Joint Responsibility	1000193	JEFFERSON CO TREASURER	PETTY CASH-SHERIFF'S DEPT	SHERIFF ENFORCE-BIRMINGHAM		00006304
						39.00
						19
Joint Responsibility	1000194	GENERAL RETIREMENT SYS	Military Conversion Payment - Alesia L. Hatten	PER BD WORKFORCE DEV & APPLICA		00006319
						2,575.34
						19
Joint Responsibility	1003512	ALICIA BUSTER	Travel for Alicia Buster for 08/22/2007	SHER ENFORCE-BESSEMER		00005979
						125.00
						19
Joint Responsibility	1018473	JEVELL GRAHAM	Assessor's reimburse-Jevell Graham-05/13-18/07	PER BD: TESTING		00006029
						133.92
						19
						00005711

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

REQUEST FOR CERTIFICATION

Family Court - Clerk's Office

Administrative Assistant I

Finance - Sewer Billing

Accounting Assistant I

Tax Assessor - Birmingham

Administrative Assistant III

Community Development

Administrative Assistant I

Auditor

General Services - Administration

Sr. Maintenance Repair Worker

Environmental Services - E&C - Inspection & Grouting

Sewer Video Supervisor

Cooper Green Mercy Hospital - Administration

Chief Executive Officer

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

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Community Development \$0

Delete an Administrative Assistant IV (Gr. 19) & an Administrative Intern (Gr. 12) and add an Administrative Assistant I (Gr. 10) & an Auditor (Gr. 21). Annual difference \$10,011.37. No Additional Funds Required.

2. Revenue \$251,657.14

Rollover unencumbered funds from FY07 to FY08 to cover the software maintenance and capital improvements items approved in FY07 but paid in FY08. No Additional Funds Required.

3. Board of Equalization \$105,000

Increase revenue and expenditures to cover the cost of replacement vehicles. This is 80% reimbursed by the State. No Additional Funds Required.

4. Board of Equalization \$633,917

Increase revenue and expenditures to cover the cost of vacant positions be filled. This is 80% reimbursed by the State. No Additional Funds Required.

5. Tax Assessor \$389,027

Increase revenue and expenditures to cover the salary expenses for FY08. This is 80% reimbursed by the State. No Additional Funds Required.

6. Tax Assessor \$25,500

Increase revenue and expenditures to cover the cost of a vehicle. This is 80% reimbursed by the State. No Additional Funds Required.

7. General Services \$192,510.60

Increase revenue and expenditures to record an insurance settlement and cover equipment repairs. No Additional Funds Required.

B. OTHER BUDGET TRANSACTIONS

8. Information Technology \$40,000

Shift funds to the correct general ledger accounts for routine operations. No Additional Funds Required.

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

Nov-27-2007-1485

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the 2007 Sanitary Sewer Repairs & Replacement, Contract 1, such certified bids having been open on Tuesday, October 30, 2007 and listed as follows:

<u>Contractor</u>	<u>Amount Bid</u>
1. Global Construction & Engineering, Inc.	\$ 512,364.91
2. Bama Utility Contractors, Inc.	\$ 546,589.00
3. Dixon & Murphy, Inc.	\$ 577,195.00
4. Onyx, Inc..	\$ 621,939.00
5.. Russo Corporation	\$ 644,343.70
6. DRM Utilities, LLC	\$ 694,507.00
7. Bartlett Contracting Company, Inc.	\$ 829,619.00

WHEREAS, after tabulation and certification by the Environmental Services staff, it has been recommended that the contract for the 2007 Sanitary Sewer Repairs & Replacements, Contract 1 be awarded to Global Construction & Engineering, Inc., in the amount of \$512,364.91.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President Bettye Fine Collins, be and he hereby is authorized, empowered and directed to execute the contract on behalf of Jefferson County, Alabama.

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

"Aye" Carns, Humphryes, Bowman, Collins and Smoot.

Nov-27-2007-1486

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Directors of Finance, Environmental Services and Cooper Green Mercy Hospital are hereby directed to submit to the Commission their respective responses to the Warren, Averett, Kimbrough & Marino, LLC Audited Financial Statement and Letter of Recommendations by January 31, 2008.

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

Nov-27-2007-1487

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that a Fire District Election called by the Probate Judge of Jefferson County, will be held on December 11, 2007, from 7:00 a.m. to 7:00 pm. This election is being called pursuant to a petition that was filed in Probate Court requesting a Fire District and Service Charge Election for certain portions of the Indian Ford community in Jefferson County, Alabama. The polling place for this election will be located at Sunrise Community Church, 3335 Morgan Road, Bessemer, Alabama 35022.

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

Nov-27-2007-1488

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that a Fire District Election called by the Probate Judge of Jefferson County, will held on December 11, 2007, from 7:00 a.m. to 7:00 p.m. This election is being called pursuant to a petition that was filed in Probate Court requesting a Fire District and Service Charge Election for certain portions of the Eastern Valley community in Jefferson County, Alabama. The polling place for this election will be located at Eastern Valley community Center, 840 Walnut Street, Bessemer, Alabama 35020.

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

Nov-27-2007-1489

BE IT RESOLVED AND ORDERED by the JEFFERSON COUNTY COMMISSION (the "Commission") as follows:

Section 1. The Commission hereby makes the following findings and determinations:

- (a) In connection with the issuance of its Sewer Revenue Refunding Warrants, Series 2002-C (the "Series 2002-C

Warrants") and to provide for the purchase in certain instances of Series 2002C Warrants tendered for purchase, the County, together with The Bank of New York, as trustee (the "Trustee"), and JPMorgan Chase Bank, as liquidity agent (the "Liquidity Agent"), entered into separate Standby Warrant Purchase Agreements dated as of October 1, 2002 (together, the "Standby Purchase Agreements"), with the following banks: Bank of America, N.A., The Bank of Nova Scotia, JPMorgan Chase Bank, Societe Generale, New York Branch, and Regions Bank (together, the "Liquidity Banks").

- (b) In order to confirm the extension of their terms and to provide for reductions in the fees payable by the County

thereunder, it is necessary and appropriate for the County to enter into amendments to the Standby Purchase Agreements.

Section 2. The County is hereby authorized to enter into separate First Amendments to the Standby Warrant Purchase Agreements

(together, the "Standby Purchase Agreement Amendments") with the Trustee, the Liquidity Agent and the respective Liquidity Banks. The Standby Purchase Agreement Amendments shall be in substantially the form presented to the meeting of the Commission at which this resolution is adopted, with such changes (if any) as shall be approved by the President of the Commission. The President of the Commission is hereby authorized and directed to execute and deliver the Standby Purchase Agreement Amendments in the name and on behalf of the County.

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

Nov-27-2007-1490

BE IT HEREBY RESOLVED by the Jefferson County Commission that the Finance Director is instructed to pay the following amounts to the appropriate municipalities for the road tax collected during the fiscal year ending September 30, 2007:

1000009	Adamsville	\$33,055.22
1000684	Argo	2,669.96
1000056	Bessemer	258,869.67
1007046	Birmingham	2,577,276.42
1000127	Brighton	9,567.74
1000124	Brookside	5,063.92
1000148	Cardiff	192.35
1002912	City of Center Point	90,538.04
1002509	Clay	77,708.31
1000168	County Line	286.46
1000214	Fairfield	63,064.42
1000229	Fultondale	58,994.35
1000233	Gardendale	133,847.18
1000253	Graysville	13,710.09
1002148	Helena	13,078.40
1000276	Homewood	511,438.08
1000277	Hoover	877,461.73
1000283	Hueytown	119,115.93
1000303	Irondale	159,445.01
1000330	Kimberly	16,334.21
	Lake View	774.69
1000340	Leeds	83,502.42
1000345	Lipscomb	7,429.89
1000363	Maytown	1,565.60
1000377	Midfield	34,764.87
1000388	Morris	16,143.46
1000385	Mountain Brook	543,681.55
1000393	Mulga	2,712.17
1000424	North Johns	389.14
10003728	Pinson	39,413.40
1000444	Pleasant Grove	68,015.75
1000508	Sumiton	155.04
1000509	Sylvan Springs	10,256.46
1000512	Tarrant	75,559.47
1000529	Trafford	2,258.38

1000527	Trussville	282,948.49
1000548	Vestavia	560,982.27
1000554	Warrior	21,988.92
1000561	West Jefferson	<u>1,923.38</u>

\$ 6,776,182.84

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

Nov-27-2007-1491

WHEREAS, by Resolution of December 6, 2005, the Commission resolved to name the proposed new Criminal Justice Center Facility in the new Bessemer Courthouse "The Private George Watson Criminal Justice Center"; and

WHEREAS, it was subsequently decided to house the civil justice facilities and other offices in the subject building thereby making the name "Criminal Justice Center" inappropriate; and

WHEREAS, the Commission has determined that the name "Jefferson County Bessemer Justice Center" appropriately describes the building and with an OFFICIAL DEDICATION of the building To The Memory Of PRIVATE GEORGE WATSON the intent and purpose of the Commission will be preserved.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Resolution of the Commission of December 6, 2005, naming the new Bessemer Justice Center Building is hereby amended by changing the name to "JEFFERSON COUNTY BESSEMER JUSTICE CENTER"; and

BE IT FURTHER RESOLVED that the Jefferson County Bessemer Justice Center Building is hereby officially dedicated TO THE MEMORY OF PRIVATE GEORGE WATSON; and

BE IT FURTHER RESOLVED that the attached exemplar of the Dedication Plaque Detail is hereby approved.

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

Nov-27-2007-1492

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Alabama Center for Law and Civic Education to provide the design and management of an on-site teen court sentencing program in the Bessemer Teen Court Division in the amount of \$18,000.

CONTRACT NO. 361-06

CONTRACT

THIS AGREEMENT entered into this 2nd day of July, 2007, by and between Jefferson County, Alabama, hereinafter called "the County", and Alabama Center for Law and Civic Education, hereinafter called "the Contractor". The effective date of this agreement shall be August 1, 2007.

WHEREAS, the County desires to contract for Teen Court services for the Bessemer Division of Teen Court through the Jefferson County Family Court, hereinafter called "the Family Court"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No. 361-06, dated August 24, 2006, the terms of which are included herein by reference. The Contractor shall provide the design and management of an outcome based, onsite Teen Court sentencing program for juveniles involved with the court system for the Bessemer Teen Court Division. The program should be based on the American Probation and Parole Association model for Teen Courts.

The program design should include: the development of a recruitment, screening, training and retention plan for both teen and adult volunteers; adequate staffing; linking services with Family Court staff; other funding sources for this project; and a sustainability plan.

Listed below is the profile of the court population to be served:

- Juveniles involved with the Court at pre-adjudication level
- First offenders with charges such as shoplifting, minor in possession of alcohol or marijuana, criminal trespass, harassment, assault, unlawful use of a motor vehicle and receiving stolen property
- Referred from Magistrates as a term of an Informal Adjustment Contract (diversion from court)
- Culturally diverse

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

4. **COMPENSATION:** The Contractor shall be compensated for services rendered at a cost not to exceed \$18,000.00 paid from grant funds provided by The Community Foundation of Greater Birmingham. Payment shall be made monthly upon submission of an approved invoice.

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

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

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

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

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

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

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

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

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

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

duly authorized representative.

CONTRACTOR	JEFFERSON COUNTY, ALABAMA
Janice A. Bedford, Director	Bettye Fine Collins, President
Ala. Center for Law & Civic Education	Jefferson County Commission

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

Nov-27-2007-1493

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Avalon Language Services, Inc. to provide language interpretation and translation services on an as-needed basis for Jefferson County Family Court in the amount of \$1,000.

CONTRACT NO. 137-07

CONTRACT FOR LANGUAGE SERVICES

THIS AGREEMENT entered into this 6th day of September, 2007 by and between Jefferson County, Alabama, hereinafter called "the County", and the Avalon Language Services called "the Contractor". The effective date of this agreement shall be October 1, 2007.

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

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Request for Proposal (RFP) No.137-07, the terms of which are included herein by reference. The Contractor shall perform all necessary language services provided under this Contract as required by the Family Court on an as needed basis. The Contractor shall provide professional language to clients with limited English proficiency whose primary language is Spanish, Quiche or another Mayan language, Contractor to also provide translation services for documents using proofreaders from several countries to ensure documents use common language between all Spanish speakers.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall begin providing professional language services immediately after the effective date of this contract. The initial end date of this Contract shall be September 30, 2008. However, the contract may be extended, at the County's option, for two (2) additional one-year periods, not to exceed three (3) years.
4. **COMPENSATION:** The Contractor shall be compensated as follows:
 - Document & Web Content Translation (Spanish) \$0.14 per source word
 - Over the Phone Interpreting (Spanish) 24 x 7 x 365 = \$1.09 per minute. All other languages \$1.39 per minute
 - On Site Interpreting (Spanish) \$74.00 per hour (2 hour Minimum)
 - Travel & per diem expenses, if required, are billed separately as pass through items

Contractor shall be paid upon submission of an invoice for payment listing services provided, date and time of service payable within 30 days after receipt of invoice.

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

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

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

8. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the

County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

9. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract.

Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

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

11. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such 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.

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

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

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

CONTRACTOR:	JEFFERSON COUNTY, ALABAMA
Leonard L. Schoelkoph, Chairman & CEO	Bettye Fine Collins, President
Avalon Language Services	Jefferson County Commission

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

Nov-27-2007-1494

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Birmingham Regional Paratransit Consortium d/b/a Clastran to provide transportation services to eligible senior citizens in the amount of \$650,000.

CONTRACT NO. 049-08

AGREEMENT

This Agreement entered into this 11th day of September, 2007, between Jefferson County, Alabama through the Office of Senior Citizens Services (OSCS), hereinafter referred to as the "Agency" and Birmingham Regional Paratransit Consortium (d/b/a Clastran), hereinafter referred to as "Clastran". The terms of this agreement shall be in effect from October 1, 2007 through September 30, 2008, subject to the approval of the Alabama Department of Transportation.

WHEREAS, the U.S. Department of Transportation authorizes funds under Section 5310 of the Federal Transit Act Amendments of 1991 for elderly and disabled transportation that meet the Para transit eligibility requirements of the Americans with Disability Act (ADA) as contained in Federal Regulations 49 CFR, Part 37, Subpart F, Part 123 OR meet the eligibility requirements of an 'older individual' as described in Part 38, Section 102 of the Older Americans Act of 1965; and

WHEREAS, the U.S. Department of Transportation authorizes funds under Section 5311 of the Federal Transit Act Amendments of 1991 for public transportation, which includes residents of Jefferson County who live in Non-Urbanized areas determined through the decennial U.S. Census; and

WHEREAS, the State of Alabama, acting by and through the Alabama Department of Transportation, is the recipient for the Section 5310 and 5311 funds for capital, operating and administration public transportation costs; and

WHEREAS, Clastran has been designated to be the local implementing agency to provide specialized Para transit transportation service and/or equipment and the management and operation thereof in Jefferson County; and

WHEREAS, Clastran is authorized by the Alabama State Department of Transportation to enter into service contracts for the provision of Para transit services to eligible persons receiving human and/or social services; and

WHEREAS, the Agency provides human and/or social services to residents of Jefferson County that meet the eligibility requirements for transportation provided under Section 5310 and 5311 of the Federal Transit Act Amendments of 1991.

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF SERVICES: The Agency shall provide the following:

SENIOR CENTER TRANSPORTATION

Clastran agrees to provide a minimum of 150,000 trips for the Agency's senior centers (congregate meals sites). The Agency will be billed at a rate of \$19.00 per hour.

This Agreement shall remain in effect through the duration of the period specified. Either party to this agreement shall have the right to terminate this agreement with thirty (30) days written notice, provided by certified mail. Clastran shall be entitled to and shall receive any and all compensation for un-reimbursed eligible expenses incurred prior to the date of termination. The Alabama Department of Transportation retains jurisdiction over all contracts and agreements involving FTA 5310 and 5311 funds and must approve all agreements and/or contracts and must be notified of termination of all agreements and/or contracts.

2. COMPENSATION: Clastran shall be compensated for services at the annual rate of \$650,000.00 per year as shown on the Budget Sheet attached to this Contract.

3. INDEPENDENT CONTRACTOR: Clastran acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Clastran is obligated for all applicable federal, state and local taxes, etc.

4. 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.

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

6. TERMINATION OF CONTRACT: This Agreement shall remain in effect through the duration of the period specified. Either party to this agreement shall have the right to terminate this agreement with thirty (30) days written notice, provided by certified mail. Clastran shall be entitled to and shall receive any and all compensation for un-reimbursed eligible expenses incurred prior to the date of termination.

The Alabama Department of Transportation retains jurisdiction over all contracts and agreements involving FTA 5310 and 5311 funds and must approve all agreements.

7. INSURANCE: Clastran will maintain such insurance as will protect it and the County from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured including a thirty (30) day written cancellation notice. Insurance coverage shall also include professional liability insurance.

8. LIABILITY: Clastran 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. Clastran 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 Clastran, its agents, subcontractors or employees under this Contract.

9. 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.

10. COUNTY FUNDS PAID: Clastran and the Clastran 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.

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

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

JEFFERSON COUNTY, ALABAMA

AGENCY

Bettye Fine Collins, President

Jim Byram, Chairman of the Board

Jefferson County Commission

Birmingham Regional Paratransit Consortium

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

Nov-27-2007-1495

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and with Oxford Healthcare, Inc. to provide personal care services to frail, older adults in the amount of \$44,168.

CONTRACT No. 030-08

PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 29th day of August, 2007 by and between Jefferson County, Alabama, hereinafter called "the County", and, Oxford HealthCare, Inc., 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 Office of Senior Citizens Services, hereinafter called "the Office"; and

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

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

1. **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 under this Contract as required by the Office. The Contractor shall provide personal care services to those older frail adults residing in Jefferson County per the Program Component description listed below:

PROGRAM COMPONENT

HOME MANAGER PROGRAM

Through this contract, Statewide Healthcare Services, Inc. d/b/a Oxford Healthcare, shall provide personal care services to frail older adults in Jefferson County. In addition, homemaker services will be made available to those older adults receiving personal care through this contract if deemed necessary to ensure a safe, clean environment.

Referrals for this service(s) shall be made by the case management staff at OSCS or their designated Case Management Provider. Priority will be given to older adults living alone, receiving no other services and/or having limited social and financial support systems. While there will be no set income guidelines or maximum income amount, priority will be given to those in the greatest economic need who are ineligible financially for services provided through the Medicaid Wavier Program.

Statewide Healthcare Services, Inc. d/b/a Oxford Healthcare with funds made available through this contract, shall provide a maximum of 3395 (283) units of personal care and housekeeping services during this contract period to a minimum of 25 frail older

adults. The type service(s) and the frequency will be determined by the case management staff at OCS or their designated case management provider.

Personal Care (1 Hour)

Providing personal assistance, standby assistance, supervision or cues for persons with the inability to perform one or more of the following activities of daily living: ADL's: eating, dressing, bathing, toileting, transferring in and out of bed/chair or walking.

Homemaker (1 Hour)

Providing assistance to persons with the inability to perform one or more of the following instrumental activities of daily living: IADL's: preparing meals, shopping for personal items, managing money, using the telephone or doing light housework.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional services to the Office at any time after the effective date of this Contract. This contract will be effective October 1, 2007 and end September 30, 2008. However, contract may be extended, at the County's option, for two (2) additional one (1) year periods, not to exceed three full years provided that funds are available. Provided, also, that the County may cancel upon 30 days written notice to the Contractor.

4. COMPENSATION: The Contractor shall be compensated for services at the annual rate of \$44,168.00 per year. The Contractor shall submit to the Office monthly the Employee Individual Report for completion of work performed.

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 all applicable federal, state and local taxes, etc. except for FICA taxes and Worker's Compensation which is part of the budget component shown on Attachment I.

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

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

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

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

CONTRACTOR

Bettye Fine Collins, President

Ron Ford, Chief Operating Officer

Jefferson County Commission

Oxford Healthcare, Inc.

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

Nov-27-2007-1496

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Legal Services Alabama to provide legal services to older adults residing Jefferson County as referred by the Office of Senior Citizen Services in the amount of \$105,466 annually.

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

Nov-27-2007-1497

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Jefferson County Council on Aging to provide a financial management program entitled The Gabriel Program for older, vulnerable adults residing in Jefferson County in the amount of \$50,263 annually.

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

Nov-27-2007-1498

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Jefferson County Council on Aging to provide qualified staff to teach ceramics at various senior centers in Jefferson County in the amount of \$20,608.25 - federal funds.

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

Nov-27-2007-1499

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Alabama Aegis to perform geriatric case management services through the Office of Senior Citizen Services to older adults residing in Jefferson County in the amount of \$176,125.

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

Nov-27-2007-1500

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Alzheimer's of Central Alabama to work as an advocate to improve the quality of life for families dealing with Alzheimer's disease and other related disorders in the amount of \$134,198.75.

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

Nov-27-2007-1501

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Continuous Care to provide personal care and homemaking/housekeeping services through the Office of Senior Citizen Services to frail, older adults residing in Jefferson County in the amount of \$41,934.

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

Nov-27-2007-1502

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and BBB Educational Foundation Central Alabama, Inc. to provide a Program Director to expand consumer awareness and increase the level of protection for older adults in the amount of \$40,000.

CONTRACT N0.019-08

PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 23rd day of August, 2007 by and between Jefferson County, Alabama, hereinafter called "the County", and, the BBB Educational Foundation Central Alabama, Inc., 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 Office of Senior Citizens Services, hereinafter called "the Office"; and

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

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

1. EMPLOYMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor shall perform all necessary professional services under this Contract as required by the Office. Using funds provided by the County, the Contractor shall provide a qualified person to fill the position of Program Director. The program director will be employed to significantly expand consumer awareness and increase the level of protection for older adults residing in Jefferson County. Specific duties are listed on the Program Component, Attachment 1, hereby referenced and made a part of this Contract.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional services to the Office at any time after the effective date of this Contract. This contract will be effective October 1, 2007 and end September 30, 2008. However, contract may be extended, at the County's option and the Commission's approval, for two (2) additional one (1) year periods, not to exceed three full years provided that funds are available. Provided, also, that the County may cancel upon 30 days written notice to the Contractor.
4. COMPENSATION: The Contractor shall be compensated for services at the annual rate of \$40,000.00 per year as shown on the Budget sheet listed in the Program Component Attachment. The Contractor shall submit to the Office monthly the Employee Individual

Report for completion of work performed.

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 all applicable federal, state and local taxes, etc. except for FICA taxes and Worker's Compensation which is part of the budget component shown on Attachment I.

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 for damages sustained by virtue of a breach by the Contractor.

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

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

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

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

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

CONTRACTOR: JEFFERSON COUNTY, ALABAMA

David C. Smitherman Bettye Fine Collins, President

BBB Educational Foundation Central Alabama, Inc. Jefferson County Commission

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

Nov-27-2007-1503

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Physicians Medical Center Carraway Fitness to provide fifteen exercise/fitness classes to multiple senior centers each week for 48 weeks in the amount of \$50,400.

CONTRACT N0. 044-08

PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of October, 2004 by and between Jefferson County, Alabama, hereinafter called "the County", and, Physicians Medical Center Carraway Fitness, 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 Office of Senior Citizens Services, hereinafter called "the Office"; and

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

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

1. **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 under this Contract as required by the Office. The Contractor shall provide fifteen (15) exercise/fitness classes each week for 48 weeks to the participants listed on the Program Component Attachment hereby referenced and made a part of this Contract. Specific fitness/exercise requirements, to be provided by the Contractor, are listed on the Program Component
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional services to the Office at any time after the effective date of this Contract. This contract will be effective October 1, 2007 and end September 30, 2008. However, contract may be extended, at the County's option, for two (2) additional one (1) year periods, not to exceed three full years provided that funds are available. Provided, also, that either Party may cancel upon 30 days written notice to the other Party.
4. **COMPENSATION:** The Contractor shall be compensated for services at the annual rate of \$50,400.00 per year as shown on the Budget sheet attached to this Contract. The Contractor shall submit to the Office monthly the Employee Individual Report (Exhibit II) for completion of work
6. **NONDISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
7. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department will information required for Form 1099 reporting and other pertinent data required by law.
8. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
9. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
10. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
11. **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.
12. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

CONTRACTOR:

Robert E. Berstein, President & CEO
Physicians Medical Center Carraway Fitness

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President
Jefferson County Commission

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

"Aye" Humphryes, Carns, Bowman, Collins and Smoot.

Nov-27-2007-1504

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Youth "In" Aging to provide a Health and Wellness Coordinator to monitor health promotion contracts with Carraway Fitness, Smart Moves and the senior centers in the amount of \$116,521.18.

CONTRACT NO. 029-08

PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 29th day of August, 2007 by and between Jefferson County, Alabama, hereinafter called "the County", and, Youth "In" Aging, Inc., 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 Office of Senior Citizens Services, hereinafter called "the Office"; and

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

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

1. **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 under this Contract as required by the Office. The Contractor shall provide a qualified person to fill the position of a Health and Wellness Coordinator. This person will serve in an administrative capacity as a health and wellness educator, as a monitor for the health promotion contracts held by the Office with Carraway Fitness and Smart Moves and also monitor the senior centers for the OSCS as requested. Specific duties are listed on the Program Component Attachment, hereby referenced and made a part of this Contract.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional services to the Office at any time after the effective date of this Contract. This contract will be effective October 1, 2007 and end September 30, 2008. However, contract may be extended, at the County's option, for two (2) additional one (1) year periods, not to exceed three full years provided that funds are available. Provided, also, that the County may cancel upon 30 days written notice to the Contractor.
4. **COMPENSATION:** The Contractor shall be compensated for services at the annual rate of \$116,521.85 per year as shown on the Budget sheet listed in the Program Component Attachment. The Contractor shall submit to the Office monthly the Employee Individual Report for completion of work performed.
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 all applicable federal, state and local taxes, etc. except for FICA taxes and Worker's Compensation which is part of the budget component shown on Attachment I..
6. **NONDISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
7. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department will information required for Form 1099 reporting and other pertinent data required by law.
8. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
9. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
10. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an

amended agreement will be executed.

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

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

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

CONTRACTOR:	JEFFERSON COUNTY, ALABAMA
Antonio Williams, Executive Director	Bettye Fine Collins, President
Youth "In" Aging	Jefferson County Commission

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

Nov-27-2007-1505

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Jefferson County Council on Aging to provide case management services for older individuals in Jefferson County in the amount fo \$730,165.

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

Nov-27-2007-1506

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Collat Jewish Family Services to coordinate the Alabama Cares Program for non-dementia clients and their caregivers in the amount of \$161,186.50.

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

Nov-27-2007-1507

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Jefferson County Council on Aging to provide a System Manager to provide supervision and oversight of the computer system at Office of Senior Citizen Services in the amount of \$50,263.

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

Nov-27-2007-1508

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 Graysville to provide funding for the Senior Citizen Center for older residents residing in Graysville and the surrounding areas of Jefferson County in the amount of \$9,865 - federal funds.

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

Nov-27-2007-1509

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 Ensley area of Jefferson County and the surrounding areas in the amount of \$13,632 - federal funds.

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

Nov-27-2007-1510

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 Western Area Family YMCA to provide funding for the Senior Citizen Center for older residents residing in western area of Jefferson County in the amount of \$11,475 - federal funds.

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

Nov-27-2007-1511

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 Hooper City/Collegville area of Jefferson County and the surrounding areas in the amount of \$13,286 - federal funds.

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

Nov-27-2007-1512

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 New Hope Baptist Church to provide funding for the Senior Citizen Center for older residents residing in the South Avondale 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, Bowman, Collins and Smoot.

Nov-27-2007-1513

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 New Hope Baptist Church to provide funding for the Senior Citizen Center for older residents residing in the West End area and the surrounding areas of Jefferson County in the amount of \$10,351 - federal funds.

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

Nov-27-2007-1514

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 Fairfield to provide funding for the Senior Citizen Center for older residents residing in Fairfield and the surrounding areas of Jefferson County in the amount of \$10,900 - federal funds.

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

Nov-27-2007-1515

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Vivian Miles to perform the duties of Social Services Assistant for the Office of Senior Citizen Services in the amount of \$8,604.75

CONTRACT NO. 045-08

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this 4th day of September, 2007 by and between Jefferson County, Alabama, hereinafter called "the County", and, Vivian Miles, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 200.

WHEREAS, the County desires to contract for professional services for the Office of Senior Citizens Services, hereinafter called "the Office"; and

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

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

1. 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 under this Contract as required by the

Office. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the duties of a Social Services Assistant as described below:

- Using a tracking system, monitor units of service provided by each service provider to ensure that the units are staying within the contracted amount;
- Set up case records for each client being referred for services to any social services provided and maintain files to ensure that accurate information is maintained;
- Be knowledgeable of programs offered by OSCS to answer incoming calls to the social services department and have the ability to take referrals for services;
- Prepare monthly/quarterly report as requested by OSCS Social Services Coordinator;
- Assist the OSCS Social Services Coordinator in monitoring social services contract to ensure that the service providers are providing quality services within the established guidelines to the target population;
- Attend meetings as requested by the OSCS Social Services Coordinator and others duties related to the provision of social services to frail older adults in Jefferson County.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional services to the Office at any time after the effective date of this Contract. This contract will be effective October 1, 2007 and end September 30, 2008. However, contract may be extended, at the County's option, for two (2) additional one (1) year periods, not to exceed three full years provided that funds are available. Provided, also, that the County may cancel upon 30 days written notice to the Contractor.

4. **COMPENSATION:** The Contractor shall be compensated for services at the annual rate of \$8,604.75 per annum. The Contractor shall submit to the Office monthly the Employee Individual Report for completion of work performed.

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

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

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

8. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the

County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

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

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

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

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

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

CONTRACTOR: JEFFERSON COUNTY, ALABAMA
Vivian Miles Bettye Fine Collins, President
Jefferson County Commission

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

Nov-27-2007-1516

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute renewal of the agreement between Jefferson County, Alabama and Jefferson County Council on Aging for information and assistant services at Office of Senior Citizen Services for FY07-08 in the amount of \$72,491.

Mr. George Graham
Executive Director
Jefferson County Council on Aging
3712 4th Avenue South
Birmingham, Alabama 35222
Re: Contract Renewal

Dear Mr. Graham:

Jefferson County would like to renew its "Information and Assistance Services" contract with you for the period from October 1, 2007 through September 30, 2008. Please refer to our Request for Proposal No. 318-03, dated August 7, 2003 and our contract to you OCS 1 dated October 1 2006 and your response and approval thereon.

If this is acceptable, please complete the response form below and return to my attention at the address shown above. I would appreciate your response as soon as possible.

Sincerely,
Kenneth Williams
Principal Buyer

Response:

We will Will not extend the above referenced contract.

Authorized Signature _____

Name of Your Company Jefferson County Council on Aging

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

Nov-27-2007-1517

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute renewal of the agreement between Jefferson County, Alabama and Senior Citizen Services of Alabama, Inc. for State Health Insurance Program Administrator services in the amount of \$37,491.

Melanie Jones Gamble
Senior Citizens Counseling Services of Alabama, Inc.
2601 Highland Avenue South
Birmingham, AL. 35205
Re: Contract Renewal

Dear Ms. Gamble:

Jefferson County would like to renew its "STATE HEALTH INSURANCE PROGRAM /SENIOR MEDICARE PATROL PROJECT SHIP" contract with you for the period from October 1, 2007 through March 31, 2008. Please refer to our Request for

Proposal No. 150-07, dated March 14, 2007 and our contract to you #150-07 dated April 1, 2007 and your response and approval thereon.

If this is acceptable, please complete the response form below and return to my attention at the address shown above. I would appreciate your response as soon as possible.

Sincerely,

Kenneth Williams

Principal Buyer

Response:

We will Will not extend the above reference contract.

Authorized Signature

Melanie Gamble

Senior Citizens Counseling Services of Alabama, Inc.

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

Nov-27-2007-1518

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Robinson-Adams Insurance to provide consulting services related to Quality Assessment and Assurance (QAA) and risk management of the Jefferson Rehabilitation and Health Center in the amount of \$35,000.

CONTRACT NO. JRHC-03

PROFESSIONAL SERVICES CONTRACT

WHEREAS, Jefferson County, Alabama, as a function of county government, operating the Jefferson Rehabilitation and Health Center and

WHEREAS, Jefferson County, Alabama d/b/a Jefferson Rehabilitation and Health Center (hereinafter referred to as the "Center"), desires to contract for services; and

WHEREAS, THE UNDERSIGNED, Health Care Risk Management Services, A Division of RobinsonAdams Insurance (hereinafter referred to as the "Contractor"), desires to furnish services to the Center.

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

1. COPE OF SERVICES: The Center desires consulting services related to Quality Assessment and Assurance (QAA) and Risk Management. The Center desires the Contractor to evaluate the Center's current QAA systems and to make recommendations for improvement to promote a more efficient delivery of patient care, in accordance with accepted professional standards and practices. To achieve this, the Contractor agrees to provide the following services to the Center:

A. Assist the facility in their improvement and monitoring of a QAA system or process. Contractor will review, draft or make recommendations concerning the QAA plan, program, monitoring tools and reports to assist the Center in identifying and addressing quality issues and implementing corrective action plans, as necessary.

B. Assist the Center in adapting the QAA plan and tools to meet each need.

C. Assist in conducting InService education in the facility in areas identified for nursing service, and other related services.

D. Review and assist in the development, if needed, of Center's policies and procedures.

E. Provide a risk management/quality assurance review of medical records and facility systems and make recommendations regarding compliance with the standards of licensing, accreditation, and certification agencies. This review may include a sampling of the following items:

- Medical record documentation
- Physician's orders, MAR's, ADL's, nurses notes and other department notes
- Interdisciplinary progress notes and assessments
- Care plans, MDS, raps and triggers
- In-house analysis of medical records
- Review the last survey and POC and see if deficiencies have been addressed
- Review the Center's incident/accident/unusual occurrence reports and systems for trending and analysis of incident reports
- Review medical records of residents identified in the QI Summary with high totals or are Sentinel events
- Review records to determine if the appropriate medical information remains on the record after record reduction

- Conduct a "MOCK" survey, if needed, and include a tour of the facility with the staff
- Train staff, as needed, on above systems and procedures

Medical record reviews may include a random sampling of medical records on each unit of the facility. These medical records reviews are not intended to assure accuracy and completeness of each record within the facility but to determine if there are appropriate processes and systems and if they are being followed and/or to determine, if new policies, procedures or educational training is needed.

F. After each visit, the Contractor will provide to the QAA Committee a report that identifies the scope of services rendered and any recommendations.

2. TERM OF WORK: This contract will be effective October 1, 2007 and end September 30, 2008. However, contract may be extended, at the County's option, for two (2) additional one (1) year periods, not to exceed three full years unless Contractor provides County written

notice of its intent not to extend at least thirty (30) days prior to the date on which the extension would otherwise begin. Provided, also, that the County may cancel upon 30 days written notice to the Contractor with compensation prorated to date of termination.

3. RATE OF PAY: Contractor will be compensated at the rate of \$35,000.00 annually for consultation services based on the services in this Contract. Compensation will be billed in 12 equal installments. County will pay Contractor within thirty (30) days after receipt of bill.

4. OTHER BENEFITS AND COMPENSATION: None

5. WORKER'S COMPENSATION, FICA TAXES, OCCUPATIONAL TAXES, ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and, as such, the Contractor is obligated for Worker's compensation, FICA taxes, occupational taxes, all applicable federal, state and local taxes, etc., and that the County will not be obligated for same under this contract.

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

7. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law. In addition, Contractor shall agree that he/it understands and complies with all the provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and that he/it has in place operating procedures which reflect HIPAA compliance.

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

9. HOLD HARMLESS AND INDEMNIFICATION: The Contractor hereby agrees to indemnify, defend and hold the Center, its officers, employees, and agents harmless from and indemnify each against any and all claims, actions, damages, suits, proceedings judgments, liabilities and associated costs for bodily injury, death or property damage resulting from the negligent or willful acts or omissions of the Contractor, its officers, employees and agents.

10. INSURANCE: Contractor will maintain such insurance as will protect it and the County from claim under Worker's Compensation Acts to the Contractor's employees or consultants, and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and Contractor shall provide Jefferson County a Certificate of Insurance including a thirty (30) day written cancellation notice. Insurance coverage shall also include professional liability insurance.

11. 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 neither 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, employee or parties in interest has in any way colluded, conspired, connived, with any member of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

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

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

CONTRACTOR

William S. Dodson, Jr., President

Robinson-Adams Insurance

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

COOPER GREEN MERCY HOSPITAL GOVERNING BODY

Nov-27-2007-1519

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Temporary Nursing Renewal Agreement between Jefferson County, Alabama and Secure Optimal Staffing to provide temporary nursing personnel on an as-needed basis for FY07-08.

TEMPORARY NURSING RENEWAL AGREEMENT

This Temporary Nursing Renewal Agreement between the Jefferson County Commission, through the Jefferson Health System including Cooper Green Mercy Hospital and Jefferson Health Clinics and the Jefferson Rehabilitation and Health Center, and Secure Optimal Staffing, Inc., renews the term of the Temporary Nursing Agreement dated December 1, 2006, and approved by the Jefferson County Commission on 2-27-07, MB 153, Page(s) 103-105, for an additional 12 months from October 1, 2007 through September 30, 2008, at the same rate of compensation as agreed upon in the original Agreement.

IN WITNESS WHEREOF, the Parties have executed this agreement the 30th day of October, 2007.

JEFFERSON COUNTY COMMISSION

Betty Fine Collins, President

STAFFING AGENCY

Its:

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

Nov-27-2007-1520

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Temporary Nursing Renewal Agreement between Jefferson County, Alabama and Medical Staffing Network to provide temporary nursing personnel on an as-needed basis for FY07-08.

TEMPORARY NURSING RENEWAL AGREEMENT

This Temporary Nursing Renewal Agreement between the Jefferson County Commission, through the Jefferson Health System including Cooper Green Mercy Hospital and Jefferson Health Clinics and the Jefferson Rehabilitation and Health Center, and Medical Staffing Network, renews the term of the Temporary Nursing Agreement dated December 1, 2006, and approved by the Jefferson County Commission on 1-9-07, MB 152, Page(s) 510-512, for an additional 12 months from October 1, 2007 through September 30, 2008, at the same rate of compensation as agreed upon in the original Agreement.

IN WITNESS WHEREOF, the Parties have executed this agreement the 1st day of October, 2007.

JEFFERSON COUNTY COMMISSION

Bettye Fine Collins, President

STAFFING AGENCY

Its: Regional Director

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

Nov-27-2007-1521

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Temporary Nursing Renewal Agreement between Jefferson County, Alabama and Global Diagnostic Services, Inc. to provide temporary nursing personnel on an as-needed basis for FY07-08.

TEMPORARY NURSING RENEWAL AGREEMENT

This Temporary Nursing Renewal Agreement between the Jefferson County Commission, through the Jefferson Health System including Cooper Green Mercy Hospital and Jefferson Health Clinics and the Jefferson Rehabilitation and Health Center, and Global Diagnostic Services, Inc., renews the term of the Temporary Nursing Agreement dated December 1, 2006, and approved by the Jefferson County Commission on 1-16-07, MB 152, Page(s) 534-535, for an additional 12 months from October 1, 2007 through September 30, 2008, at the same rate of compensation as agreed upon in the original Agreement.

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

JEFFERSON COUNTY COMMISSION

Bettye Fine Collins, President

STAFFING AGENCY

Its: CEO

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

Nov-27-2007-1522

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Temporary Nursing Renewal Agreement between Jefferson County, Alabama and NurseFinders, Inc. to provide temporary nursing personnel on an as-needed basis for FY07-08.

TEMPORARY NURSING RENEWAL AGREEMENT

This Temporary Nursing Renewal Agreement between the Jefferson County Commission, through the Jefferson Health System including Cooper Green Mercy Hospital and Jefferson Health Clinics and the Jefferson Rehabilitation and Health Center, and NurseFinders, Inc., renews the term of the Temporary Nursing Agreement dated December 1, 2006, and approved by the Jefferson County Commission on 1-23-07, MB 152, Page(s) 560-561, for an additional 12 months from October 1, 2007 through September 30, 2008, at the same rate of compensation as agreed upon in the original Agreement.

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

JEFFERSON COUNTY COMMISSION

Bettye Fine Collins, President

STAFFING AGENCY

Its: Area Vice President

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

Nov-27-2007-1523

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Temporary Nursing Renewal Agreement between Jefferson County, Alabama and Persona Health Services to provide temporary nursing personnel on an as-needed basis for FY07-08.

TEMPORARY NURSING RENEWAL AGREEMENT

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

IN WITNESS WHEREOF, the Parties have executed this agreement the 26th day of October, 2007.

JEFFERSON COUNTY COMMISSION

Bettye Fine Collins, President

STAFFING AGENCY

Its: CEO/President

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

Nov-27-2007-1524

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Temporary Nursing Renewal Agreement between Jefferson County, Alabama and Medical People Healthcare Services, Inc. to provide temporary nursing personnel on an as-needed basis for FY07-08.

TEMPORARY NURSING RENEWAL AGREEMENT

This Temporary Nursing Renewal Agreement between the Jefferson County Commission, through the Jefferson Health System including Cooper Green Mercy Hospital and Jefferson Health Clinics and the Jefferson Rehabilitation and Health Center, and Medical People Healthcare Services, Inc., renews the term of the Temporary Nursing Agreement dated December 1, 2006, and approved by the Jefferson County Commission on 1-9-07, MB 152, Page(s) 513-515, for an additional 12 months from October 1, 2007 through September 30, 2008, at the same rate of compensation as agreed upon in the original Agreement.

IU WITNESS WHEREOF, the Parties have executed this agreement the 29th day of October, 2007.

JEFFERSON COUNTY COMMISSION

Bettye Fine Collins, President

STAFFING AGENCY

Its: VP

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

Nov-27-2007-1525

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Temporary Nursing Renewal Agreement between Jefferson County, Alabama and Augmentation, Inc. to provide temporary nursing personnel on an as-needed basis for FY07-08.

TEMPORARY NURSING RENEWAL AGREEMENT

This Temporary Nursing Renewal Agreement between the Jefferson County Commission, through the Jefferson Health System including Cooper Green Mercy Hospital and Jefferson Health Clinics and the Jefferson Rehabilitation and Health Center, and Augmentation, Inc., renews the term of the Temporary Nursing Agreement dated December 1, 2006, and approved by the Jefferson County Commission on 1-9-07, MB 152, Page(s) 512-513, for an additional 12 months from October 1, 2007 through September 30, 2008, at the same rate of compensation as agreed upon in the original Agreement.

IN WITNESS WHEREOF, the Parties have executed this agreement the 24th day of October, 2007.

JEFFERSON COUNTY COMMISSION

Bettye Fine Collins, President

Jeanne Freeman, Executive Director

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

Nov-27-2007-1526

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Care Professional Services to provide personnel to the Cooper Green Mercy Hospital's Credit and Collections Department for collections of patients whose accounts are in arrears.

CONTRACT NO. 247-06A

CREDIT AND COLLECTIONS SERVICES CONTRACT

THIS AGREEMENT entered into this 25th day of June, 2007, by and between Jefferson County, Alabama, hereinafter called "the County", and Care Professional Services, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2007.

WHEREAS, the County desires to contract for credit and collections services for Cooper Green Mercy Hospital, hereinafter called "the Hospital"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No. 247-06, dated May 18, 2006, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by the Hospital. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the operation of the Hospital's Credit and Collections Department. Contractor shall provide a minimum of two (2) full time people to work in the Hospital's Credit and Collections Department to perform the following duties and responsibilities:
 - Make and receive collection telephone calls
 - Mail collection bills and letters including statements to insured patients (except for Medicare and Medicaid)
 - For self pay patients referred from the Clinic(s), ancillary areas or Same Day Surgery preop, collect deposit and/or make payment arrangements for the balance
 - For returned mail, call patient and research for correct address
 - Research requests from patients and/or insurance companies for itemized bill and mail bills as requested. Forward the received information to the Insurance Department if an insurance claim is needed and/or indigent care writeoff needs to be reversed
 - Make collection telephone calls and mail letters to attorneys and patients for possible litigation accounts. Mail itemized bills to attorneys when requested or subpoenaed, but Contractor will not appear in court on behalf of the County or Hospital.

- For self pay patients referred from the Clinic, collect deposit and make payment arrangements for balance
- Collect returned checks
- Staff credit and collections with at least one person
- Provide weekly and monthly reports of collection activities
- Send statements, appointment letters and other patient mailings using format and wording requested by the Hospital
- At least one staff person on or off site must be able to speak Spanish
- Set up the indigent classification and writeoff accounts to the patient's co-pay based on eligibility information received from the Enrollment Department.
- The Hospital may recall account(s) at any time

The Contractor shall share the internal responsibilities with another Contractor and the work arrangement shall be divided alphabetically. For instance, one Contractor shall work all the accounts with last names that begin with the letters A - M and the other Contractor shall work all the accounts with last names that begin with the letters N - Z.

If the account cannot be handled internally, then the account must be turned over to the Contractor to perform outside collection activities. The Contractor shall work all the outside accounts with the letters assigned to the other Contractor. For instance, if Contractor is working all the internal accounts that begin with A - M, he must assign the outside collections to the other Contractor and likewise if the other Contractor is working accounts with last names that begin with N - Z then the other Contractor must work those accounts.

3. **AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional credit & collection services to the Hospital at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2008. However, Contract may be renewed at the County's option and approval of the Jefferson County Commission for two additional one year periods not to exceed three (3) full years.

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

INTERNAL COLLECTIONS:

Price: 23.2% of the sums collected

Mail Price: 19.2 cents and cost of postage

Years 2 & 3 no increase except in the event of postage increase

OUTSIDE COLLECTIONS:

Price per Collection: 29% of sums collected

Price per Collection Including Legal Fees: 35% of the sums collected plus court cost

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

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

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

8. **COMPLIANCE WITH LAWS:** Contractor agrees to comply with all applicable federal, state and local laws and regulations. These laws include, but are not limited to, the Federal Fair Debt Collection Practices (FDCPA), Truth and Lending Act, State and Federal Bankruptcy law Contractor agrees to obtain and pay all permits, notify proper authorities for inspections and furnish any certificates required for the work.

9. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law. Furthermore, Contractor must understand and adhere to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 and sign a Business Associate Agreement with the Hospital.

10. **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 and shall be cause for termination. Upon such termination, the County shall have the right to immediately terminate the contract and withhold payments that are in excess of fair compensation for work completed. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Bidder Should funding for this contact be discontinued, the County shall have the right to terminate the

contract upon written notice to the Bidder.

NOTICES:

Notices to Jefferson County Commission shall be sent to:

Jefferson County Purchasing Department
Room 830 County Courthouse
716 Richard Arrington Jr. Blvd. North
Birmingham, Alabama 35203

11. **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.

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

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

14. **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

15. **REFUND IN THE EVENT OF BREACH:** Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination.

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

CONTRACTOR	JEFFERSON COUNTY, ALABAMA
Jerry Arnold, President	Bettye Fine Collins, President
Care Professional Services	Jefferson County Commission

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

Nov-27-2007-1527

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Universal Fidelity , LP to provide personnel to the Cooper Green Mercy Hospital's Credit and Collections Department for collections of patients whose accounts are in arrears

CONTRACT NO. 247-06

CREDIT AND COLLECTIONS SERVICES CONTRACT

THIS AGREEMENT entered into this 25th day of June, 2007, by and between Jefferson County, Alabama, hereinafter called "the County", and Universal Fidelity LP, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2007.

WHEREAS, the County desires to contract for credit and collections services for Cooper Green Mercy Hospital, hereinafter called "the Hospital"; and

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

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

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

2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No.247-06, dated May 18, 2006, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by the Hospital. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the operation of the Hospital's Credit and Collections Department. Contractor shall provide a minimum of two (2) full time people to work in the Hospital's Credit and Collections Department to perform the following duties and responsibilities:

- Make and receive collection telephone calls
- Mail collection bills and letters including statements to insured patients (except for Medicare and Medicaid)
- For self pay patients referred from the Clinic(s), ancillary areas or Same Day Surgery preop, collect deposit and/or make payment arrangements for the balance
- For returned mail, call patient and research for correct address
- Research requests from patients and/or insurance companies for itemized bill and mail bills as requested. Forward the received information to the Insurance Department if an insurance claim is needed and/or indigent care writeoff needs to be reversed
- Make collection telephone calls and mail letters to attorneys and patients for possible litigation accounts. Mail itemized bills to attorneys when requested. Comply with subpoena requests and appear in court when requested
- For self pay patients referred from the Clinic, collect deposit and make payment arrangements for balance
- Collect returned checks
- Staff credit and collections with at least two full time staff
- Provide weekly and monthly reports of collection activities
- Send statements, appointment letters and other patient mailings using format and wording requested by the Hospital
- At least one staff person on or off site must be able to speak Spanish
- Set up the indigent classification and writeoff accounts to the patient's copay based on eligibility information received from the Enrollment Department.
- The Hospital may recall account(s) at any time except if there is pending payment or post dated check for payment

The Contractor shall share the internal responsibilities with another Contractor and the work arrangement shall be divided alphabetically. For instance, one Contractor shall work all the accounts with last names that begin with the letters A - M and the other Contractor shall work all the accounts with last names that begin with the letters N - Z.

If the account cannot be handled internally and no payment or promise of payment within ninety (90) days, then the account must be turned over to the Contractor to perform outside collection activities. The Contractor shall work all the outside accounts with the letters assigned to the other Contractor. For instance, if Contractor is working all the internal accounts that begin with A - M, he must assign the outside collections to the other Contractor and likewise if the other Contractor is working accounts with last names that begin with N - Z then the other Contractor must work those accounts.

Contractor shall perform the following outside collection duties and responsibilities:

- Hospital will strive to place accounts with collectors within 90 days of service. Collector will attempt to contact debtor within seven (7) days from receipt of account. Contractor will make reasonable efforts to collect accounts. Contractor will not be required to expend collection efforts on accounts of less than \$25.00
- If no collection is made, no fee will be charged. If a debt is canceled or returned at the request of the Hospital, no fee will be charged. All uncollected accounts will be returned to the Hospital after nine months. All collection activity will cease at that time. In the event of cancellation of contract by either party, all collection activity will cease unless Hospital gives written consent to continue collection efforts.
- Accounts may not be assigned or otherwise be permitted to be allowed outside the immediate facilities of the Contractor without the written consent of the Hospital.
- Contractor will not use threats, intimidation or harassment of debtors in collection attempts
- Contractor must be able to receive and accept accounts by electronic transmission formatted data from the Hospital's Meditech Information System. Any cost for connections must be borne by the Contractor.
- Contractor may not charge interest on accounts
- Legal action may be initiated only on consent of Hospital .
- Contractor will provide a monthly electronic list of collections and accounts returned
- Contractor must be familiar with and observe Medicare regulations concerning collections

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional credit & collection services to the Hospital at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2008. However, Contract may be renewed at the County's option and approval of the Jefferson

County Commission for two additional one year periods not to exceed three (3) full years.

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

INTERNAL COLLECTIONS:

Price: 8.5% of the sums collected except for payments received from Medicare or Medicaid

Mail Price: Mail preparation as noted in the RFP is included in the above contingent fee

Years 2 & 3 no increase except in the event of postage increase if increase in postage costs, the rate may increase to the extent necessary to reimburse for the increase in postage.

OUTSIDE COLLECTIONS:

Price per Collection: 22% of sums collected

Price per Collection Including Legal Fees: 32% of the sums collected

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. **COMPLIANCE WITH LAWS:** Contractor agrees to comply with all applicable federal, state and local laws and regulations. These laws include, but are not limited to, the Federal Fair Debt Collection Practices (FDCPA), Truth and Lending Act, State and Federal Bankruptcy law. Contractor agrees to obtain and pay all permits, notify proper authorities for inspections and furnish any certificates required for the work.

9. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law. Furthermore, Contractor must understand and adhere to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 and sign a Business Associate Agreement with the Hospital.

10. **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 and shall be cause for termination after failure of Contractor to cure such breach for 15 days after notice and demand to cure. Upon such termination, the County shall have the right to immediately terminate the contract and payment shall be due to Contractor only on account of payments received by the County on account of services tendered by Contractor on account hereof. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Bidder

Should funding for this contract be discontinued, the County shall have the right to terminate the contract upon written notice to the Bidder.

NOTICES:

Notices to Jefferson County Commission shall be sent to: Jefferson County Purchasing Department Room 830 County Courthouse 716 Richard Arrington Jr. Blvd. North Birmingham, Alabama 35203

Notices to Universal Fidelity, LP shall be sent to: Universal Fidelity LP Attn: Mr. John L. Jackson, EVP 1445 Langdam Creek Drive Houston, Texas 77084

11. **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.

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

13. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this

contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date.

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

14. 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.

15. REFUND IN THE EVENT OF BREACH: Any violation of the certification asset forth in paragraph above shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination for breach of said certification, Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

CONTRACTOR
Michael R. Gottlieb, VP Marketing
Universal Fidelity LP

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

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

Nov-27-2007-1528

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Armstrong and Associates to perform outside collections of delinquent patient accounts at Cooper Green Mercy Hospital.

CONTRACT NO. 247-06B

CREDIT AND COLLECTIONS SERVICES CONTRACT

THIS AGREEMENT entered into this 25th day of June, 2007, by and between Jefferson County, Alabama, hereinafter called "the County", and Armstrong and Associates, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2007.

WHEREAS, the County desires to contract for collections services for Cooper Green Mercy Hospital, hereinafter called "the Hospital"; and

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

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

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

2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No. 247-06, dated May 18, 2006, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by the Hospital. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the outside collections of delinquent patient accounts turned over to them by the Hospital's Credit and Collections Department as outlined below.

The Contractor shall share the internal responsibilities with another Contractor and the work arrangement shall be divided alphabetically. For instance, one Contractor shall work all the accounts with last names that begin with the letters A - M and the other Contractor shall work all the accounts with last names that begin with the letters N - Z.

If the account cannot be handled internally, then the account must be turned over to the Contractor to perform outside collection

activities. The Contractor shall work all the outside accounts with the letters assigned to the other Contractor. For instance, if Contractor is working all the internal accounts that begin with A - M, he must assign the outside collections to the other Contractor and likewise if the other Contractor is working accounts with last names that begin with N - Z then the other Contractor must work those accounts.

Contractor shall perform the following outside collection duties and responsibilities

- Hospital will strive to place accounts with collectors within 90 days of service. Collector will contact debtor within seven (7) days from receipt of account. Contractor will make reasonable efforts to collect accounts. Contractor will not be required to expend collection efforts on accounts of less than \$25.00
- If no collection is made, no fee will be charged. If a debt is canceled or returned at the request of the Hospital, no fee will be charged. All uncollected accounts will be returned to the Hospital after nine months. All collection activity will cease at that time. In the event of cancellation of contract by either party, all collection activity will cease unless Hospital gives written consent to continue collection efforts.
- Accounts may not be assigned or otherwise be permitted to be allowed outside the immediate facilities of the Contractor without the written consent of the Hospital.
- Contractor will not use threats, intimidation or harassment of debtors in collection attempts
- Contractor must be able to receive and accept accounts by electronic transmission formatted data from the Hospital's Meditech Information System. Any cost for connections must be borne by the Contractor.
- Contractor may not charge interest on accounts
- Legal action may be initiated only on consent of Hospital
- Contractor will provide a monthly electronic list of collections and accounts returned
- Contractor must be familiar with and observe Medicare regulations concerning collections

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional credit & collection services to the Hospital at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2008. However, Contract may be renewed at the County's option and approval of the Jefferson

County Commission for two additional one year periods not to exceed three (3) full years.

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

OUTSIDE COLLECTIONS:

Price per Collection: 29% of sums collected

Price per Collection Including Legal Fees: 35% of the sums collected plus court cost

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

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

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

8. **COMPLIANCE WITH LAWS:** Contractor agrees to comply with all applicable federal, state and local laws and regulations. These laws include, but are not limited to, the Federal Fair Debt Collection Practices (FDCPA), Truth and Lending Act, State and Federal Bankruptcy law. Contractor agrees to obtain and pay all permits, notify proper authorities for inspections and furnish any certificates required for the work.

9. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law. Furthermore, Contractor must understand and adhere to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 and sign a Business Associate Agreement with the Hospital.

10. **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 and shall be cause for termination after failure of Contractor to cure such breach for 15 days after notice and demand to cure. Upon such termination, the County shall have the right to immediately terminate the contract and payment shall be due to Contractor only on account of payments received by the County on account of services tendered by Contractor on account hereof. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Bidder

Should funding for this contact be discontinued, the County shall have the right to terminate the contract upon written notice to the Bidder.

NOTICES:

Notices to Jefferson County Commission shall be sent to: Jefferson County Purchasing Department Room 830 County Courthouse 716 Richard Arrington Jr. Blvd. North Birmingham, Alabama 35203

11. **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.

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

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

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

14. **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.

15. **REFUND IN THE EVENT OF BREACH:** Any violation of the certification asset forth in paragraph above shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination for breach of said certification, Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

CONTRACTOR

Jerry Arnold

Armstrong and Associates

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

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

Nov-27-2007-1529

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Virginia College for Cooper Green Mercy Hospital to provide clinical education for Surgical Technician students.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Ahmed Farah, M.D. to provide vascular surgery services in the amount of \$100,000.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into dated this day of , by Jefferson County Commission, Alabama d/b/a Cooper Green Mercy Hospital ("Hospital"), and Ahmed Farah, M.D. ("Physician").

RECITALS

THIS PROFESSIONAL SERVICES AGREEMENT is made with reference to the following facts:

- A. Hospital is a general acute care hospital located at 1515 Sixth Avenue, in Birmingham, Alabama.
- B. Physician is a Medical Doctor licensed to practice medicine in the State of Alabama.
- C. Hospital and Physician desire to enter into this Agreement in order to provide a full statement of their respective rights and responsibilities in connection with the provision of professional medical services during the term of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, covenants, conditions and promises herein contained, the parties do hereby agree as follows:

Section. 1 Obligations and Services to be Provided by Physician

A. Physician shall at all times maintain a current license to practice medicine in the State of Alabama, as well as any and all other licenses, permits, certifications, etc. required by any and all other regulatory bodies or entities.

B. Physician shall at all times be a participating provider in good standing in the Medicare and Medicaid programs. Physician warrants that he is not excluded from any health care program and is not currently under investigation or subject to any proceeding which could lead to exclusion. Physician agrees to notify Hospital in writing within 15 days of receiving notice of any investigational proceedings or other action by a regulatory authority which results in or could lead to the exclusion of the Physician from any Federal health care program

C. Physician agrees to provide professional medical services on an outpatient basis for patients presenting or diagnosed with vascular related symptoms or diseases. These services shall be provided at one or more of Hospitals onsite or community clinics, and shall be provided at set times and dates as mutually agreed upon by Hospital and Physician. Physician shall not bill or seek reimbursement of any type from patients classified by Hospital as indigent. Physician further agrees to provide these professional services at no cost to Hospital, and that Physician will not bill or seek reimbursement from the Hospital for these services. Physician shall be responsible to bill and collect for all professional services performed for all other patients.

D. Physician agrees to provide professional surgical services to patients requiring such services at Cooper Green Mercy Hospital. Hospital shall reimburse physician at the then prevailing Medicaid fee schedule (not to exceed \$100,000 annually) for professional surgical services provided to patients classified as indigent by Hospital. Physician shall submit an invoice monthly for those indigent patients that received professional surgical services for that month. Such invoice shall contain, at a minimum, sufficient demographic information to identify the patient(s) that received services, and specific CPT and other codes or information necessary to identify the surgical procedure(s) performed for each indigent patient. Physician shall not bill or seek reimbursement of any type from patients classified by Hospital as indigent. Physician shall be responsible to bill and collect for all surgical services performed for all other patients.

E. The completion of such reports and records as may be required by regulatory bodies, whether public or private. The completion of such reports and records as may reasonably be required by the Hospital or Medical Staff.

F. Assurance that appropriate medical record entries are made concerning all services performed for professional services within such time limits as are required by Hospital or Medical Staff policies.

Section. 2 Obligations and Services to be Provided by Hospital

Hospital shall, at its sole cost and expense, furnish and maintain the following for the support and operation of said Services:

A. All equipment, supplies, instruments, and nonphysician personnel necessary to provide surgical services within the hospital consistent with current accepted medical and surgical practices.

B. All equipment, supplies, instruments and nonphysician personnel necessary to provide outpatient services at the Hospital's onsite and community clinics consistent with current accepted medical practice.

C. All repairs, maintenance, and service of equipment and facilities.

Section 3. Insurance and Indemnification

A. Insurance

(1) Physician shall, at its sole cost and expense, procure and maintain, throughout the term hereof a policy or policies of professional liability insurance from an insurance carrier authorized to sell liability insurance policies of this nature in this state, rated at

least B+ rating in Best's Insurance Guide, or its equivalent, and with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, which policy shall cover Physician and any employees or sub Physicians of Physician who may perform services hereunder. Physician shall cause to be issued to Hospital, by said insurance carrier, certificates of insurance evidencing that the foregoing covenants of this Agreement have been complied with and stating that said insurance carrier shall provide thirty (30) calendar days prior written notice to Hospital of any cancellation or material modification of the policy or coverage described herein.

B. Indemnification

(1) To the extent allowed by law, Physician shall indemnify and hold Hospital and its employees, agents and servants free and harmless from all liability, judgments, costs, damages, claims or demands, including reasonable attorney's fees, arising out of Physician's failure to comply with or perform Physician's contractual and professional obligations under this Agreement or any other act or omission of Physician, its employees or agents or physicians scheduled by Physician arising under this Agreement. In the event Hospital shall be made a party to any suit or other legal or administrative proceeding in connection with Physician's use or operation of the Service other than a suit or proceeding resulting from the commission of a tortuous act by Hospital, its employees, agents or servants, Physician shall, at Hospital's request, defend Hospital and its employees, agents and servants therefrom.

(2) To the extent allowed by law, Hospital shall indemnify and hold Physician and its employees, agents and servants free and harmless of and from all liability, judgments, costs, damages, claims or demands, including reasonable attorney's fees, arising out of Hospital's failure to comply with or perform Hospital's obligations under this Agreement or any other act or omission of Hospital, its employees, agents or servants. In the event Physician shall be made a party to any suit or other legal or administrative proceeding in connection with Hospital's services, other than a suit or proceeding resulting from the commission of a tortuous act by Physician or its employees, agents or servants, Hospital shall, at Physician's request, defend Physician and its employees, agents and servants therefrom.

Section 4. Medical Staff Membership

Physician shall be a member of the Medical Staff of Hospital, and shall have all of the privileges and be subject to all of the responsibilities and duties of Medical Staff membership and subject to the professional supervision of the Executive Committee of the Medical Staff of Hospital. Physician acknowledges and agrees that the performance of professional and surgical services and care by Physician shall at all times be conditioned and contingent upon Physician's continued maintenance in good standing of his license to practice medicine in the State of Alabama, and continued qualification and membership on the Medical Staff of Hospital.

Section 5. Compliance with Laws

Physician shall at all times strictly comply with all of the terms and provisions of the Alabama Medical Practice Act and other applicable laws, and to the extent not inconsistent therewith, in accordance with the rules and regulations of the Alabama State Department of Public Health, the Hospital Medical Staff Bylaws, standards issued by the Joint Commission of Health Care Organizations, all state and federal laws and regulations, including compliance with HIPAA legislation and this Agreement.

Section 6. Professional Service Standards

All professional services to be provided by Physician shall be consistent with the facilities available and the standards of medical practice and professional duties as communicated by the Executive Committee of the Medical Staff of Hospital. Physician hereby represents and warrants that said Physician will perform all professional services hereunder in a competent, efficient and satisfactory manner.

Section 7. Fees and Charges

Physician shall maintain a schedule of fees for professional medical services rendered by Physician in the Anesthesiology Service of Hospital. Said fees shall be in general accordance with customary fees for comparable services in the community.

Section 8. General Billing Procedure

A. Physician shall have the right to bill, collect, and retain the allocable professional component charge to Medicare, Medicaid, or other insurance plans or programs, and all said collections shall belong to Physician. For patients deemed eligible for subsidized services (indigent patients) through the Hospital's system of care, no bills shall be sent.

B. It is agreed by the Hospital that it will provide the Physician with a legible copy of the necessary records which will include proper patient addresses and other billing information. If such billing information is deficient, the Hospital will cooperate with Physician's billing agent to establish the appropriate information on any hospital medical record. The expense of preparation of such copies shall be the obligation of the Hospital.

C. Subject to Section 8(A), Physician shall bill patients separately for Physician's professional medical services which are personally rendered for individual patients by Physician. Hospital shall bill patients separately for Hospital's component for services rendered.

D. Physician shall bill and collect for professional services in compliance with applicable law, customary professional practices and the Medicare and Medicaid Programs, and other third party programs, whether public or private. Physician may accept Medicare assignment as that term is understood in the healthcare industry. Physician shall, or shall cause its billing company to actively seek

reimbursement, compensation and all types of funding that may be available from local, state and federal agencies and all other sources, whether public or private.

E. All revenues from Physician's professional medical services at Hospital shall be the sole property of Physician.

Section 9. Independent Physician

Physician, in practicing the profession of medicine, shall be an independent Physician to Hospital. Hospital shall neither have nor exercise any control or direction over the methods by which Physician, its employees, or physicians, shall perform their work or work functions. Hospital shall not in any manner be answerable or accountable for any violations or city, county, or state ordinances or law or for any injury, loss or damage, incurred or arising from acts or failures to act of Physician, its employees or agents or any physicians scheduled by Physician. Physician hereby covenants and agrees to protect, indemnify, defend and hold harmless Hospital, its legal representatives, employees, agents, successors and assigns, and each of them, from and against any and all loss and damage or expense so incurred, together with reasonable attorney fees. Physician shall, at its sole cost and expense, carry all worker's compensation insurance required under Alabama law for Physician, its employees and all physicians scheduled by Physician. Physician shall provide Hospital, at Hospital's request, with certificates or other evidence satisfactory to Hospital that Physician has complied with such requirements. Physician hereby acknowledges and agrees that neither Physician, nor its employees, nor any physician scheduled by Physician, shall have any claim under this Agreement or otherwise against Hospital for salary, vacation pay, sick leave, retirement, benefits, social security, worker's compensation, disability, employees insurance benefits or any other employee benefits of any kind or nature. Physician shall provide written notice, in a form satisfactory to Hospital, to all of Physician's employees and to all physicians scheduled by Physician to provide services within Hospital that such persons are independent Physicians of Physician and that no employment relationship exists between such persons and Hospital.

Section 10. Term

This Agreement shall commence as of July 01, 2007, and shall continue for a period of three (3) years unless the Agreement is earlier terminated with or without causes as hereinafter provided.

Section 11. Termination

A. Without Cause.

Notwithstanding Section 10 above, either party hereto shall have the right to terminate this Agreement without cause at any time by giving written notice of termination to the other party. Termination shall be effective automatically upon the expiration of thirty (30) calendar days after the giving of such notice of termination.

B. With Cause

(1) Either party hereto shall have the right to terminate this Agreement in the event of a material breach or default hereunder by the other party which breach has not been cured within 30 days of written notice from the other party of such material breach.

C. New Law.

In the event there are changes effective in the Alabama Medical Assistance Program (Medicaid), Title XVIII of the Federal Social Security Act (Medicare), or in the interpretation or application thereof or substantial changes under public or private health and/or hospital care insurance programs or policies which may have an adverse effect on the operations of Hospital, Hospital may elect to terminate this Agreement upon thirty (30) calendar days written notice. Hospital shall indicate the basis upon which it is determined that such an adverse effect would occur on its operation will result. In any case where such notice is provided, both parties shall negotiate in good faith thirty (30) calendar days in an effort to develop a revised Agreement, which, to the extent reasonable practicable under the circumstances, will adequately protect the interest of both parties in light of the governmental program or private insurance policy changes which constitute the basis for the termination.

Section 12. Amendments

Except as set forth herein, no representations, promises, warranties or guarantees, oral or written, expressed or implied in fact to law, have been made by either party concerning the transaction herein. No modification or alteration of this Agreement shall be valid and/or binding unless endorsed hereon and executed by all parties hereto.

Section 13. Conflicts of Interest

Each party shall inform the other of any arrangements which may present a conflict of interest (as defined in the conflict of interest policy attached hereto) or materially interfere in such party's performance of its duties under this Agreement. In the event a party pursues conduct that does, in fact, constitute a conflict of interest or which materially interferes with (or is reasonably anticipated to interfere with) such party's performance under this Agreement, the other party may exercise its rights and privileges.

Section 14. Confidentiality

Both parties understand and shall follow all applicable laws, regulations, rules, etc. that deal with or address confidentiality and privacy as it relates to their respective duties and obligations under this agreement. In recognition of such, both parties hereby acknowledge that they have signed and executed a Business Associate Agreement with each other in order to address these confidentiality and privacy issues and requirements.

Section 14. Notices

All notices required to be given hereunder shall be in writing and sufficient if personally delivered or sent by Certified or registered mail, return receipt requested, postage prepaid, addressed to the last known address of the party to whom such notice is to be given.

Hospital: Cooper Green Mercy Hospital
1515 6th Avenue South
Birmingham, Alabama 35233

Physician: Ahmed Farah, M.D.
1060 Fairfax Park
Suite B
Tuscaloosa, Alabama 35406
(334) 758-6471

Notice shall be deemed given on the date of personal delivery or if by mail, upon deposit in the United States mail in accordance with this paragraph.

Section 15. Reimbursement

A. Physician agrees, in connection with the subject matter of this Agreement, to cooperate fully with Hospital by, among other things, maintaining and making available all necessary records, in order to assure that Hospital will be able to meet all requirements for participation and payment associated with public or private third party payment programs including, but not limited to, matters covered by Section 18614 (v) (1) (1) of the Social Security Act.

B. For the purpose of implementing Section 1861 (v) (1) (1) of the Social Security Act, as amended, and any regulations promulgated pursuant thereto, Physician agrees to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement.

(i) "Until the expiration of four years after the furnishing of such services pursuant to such contract, (Physician) shall make

available, upon written request to the Secretary or upon request to the Comptroller General, or any of their duly authorized representatives, the contract, and books, documents and records of such costs, and"

(ii) "If (Physician) carries out any of the duties of the contract through a subcontract with a value of cost of \$10,000.00 or more over a twelvemonth period, with a related organization, such as subcontract shall contain a clause to the effect that until the expiration of four years after the furnishings of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs."

C. If Physician is requested to disclose books, documents, or record pursuant to this provision for purpose of an audit, Physician shall notify Hospital of the nature and scope of such request and Physician shall make available, upon written request of Hospital, all such books, documents, or records, during business hours of Physician.

D. Physician shall indemnify and hold Hospital harmless in the event that any amount or reimbursement is denied or disallowed because of failure of Physician or any subPhysician of Physician to comply with its obligations to maintain and make available books, documents, or records. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties, legal costs, and an attorney fee.

Section 13. Governing Law

The validity, interpretation, and performance of this Agreement shall be governed by construed in accordance with the laws of the State of Alabama. Furthermore, the parties agree that a court of competent jurisdiction shall have the power to interpret this Agreement in a manner consistent with the intent of the parties as reflected herein and to the maximum extent allowed under the applicable law.

Section 14. Severability

The provisions of this Agreement shall be deemed severable and if any portion shall be held illegal, or unenforceable for an reason, the remainder of this Agreement shall be effective and binding upon the parties.

Section 15. Assistance and Litigation

Physician shall make itself, and any physicians that provide service under this Agreement, available to Hospital to testify as expert witnesses, or otherwise, in the event of litigation being brought against Hospital, its directors, officers or employees based upon a claim of negligence, malpractice or any other cause of action, except where Physician is a named adverse party.

Section 16. Waiver of Provisions

Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.

Section 17. Force Majeure

Neither party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from Acts of God, civil or military authority acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes, or other work interruptions by Hospital's employees or any similar or dissimilar cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

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

HOSPITAL:

JEFFERSON COUNTY COMMISSION, ALABAMA d/b/a Cooper Green Mercy Hospital

Betty Fine Collins, President

Jefferson County Commission

PHYSICIAN:

Ahmed Farah, MD.

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

Nov-27-2007-1531

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute The Prescription Savings for Health Care Facilities Agreement between Jefferson County, Alabama and AstraZeneca for participation in their patient assistance program which provides for free replacement of qualified drugs from the manufacturer if the patient does not have insurance coverage.

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

Nov-27-2007-1532

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Caremark for participation in their network of prescription drug benefit program including Medicare Part D Prescription Drug Plan.

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

Nov-27-2007-1533

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Rx Solutions, Inc, d/b/a Prescriptions Solutions for participation in the United Healthcare sponsored Medicare Part D Prescription Drug Plans.

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

"Aye" Humphryes, Carns, Bowman, Collins and Smoot.

Nov-27-2007-1534

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Renewal Agreement between Jefferson County, Alabama and Dr. Nancy Bowling Marshall to perform speech therapy services to the Rehabilitation Department at Cooper Green Mercy Hospital for FY07-08 in the amount of \$35,000.

SPEECH THERAPIST RENEWAL AGREEMENT

This Speech Therapist Renewal Agreement between the Jefferson County Commission through Cooper Green Mercy Hospital and Nancy Bowling Marshall, renews the term of the Speech Therapist Agreement dated September 19, 2005, and approved by the Jefferson County Commission on 9-27-05, MB 149, Page(s) 259-261, for an additional 12 months from September 19, 2007 through September 18, 2008, at the same rate of compensation as agreed upon in the original Agreement.

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

JEFFERSON COUNTY COMMISSION

Bettye Fine Collins, President

SPEECH THERAPIST

Nancy Bowling Marshall

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

Nov-27-2007-1535

WHEREAS, the Jefferson County Commission contracts with Blue Cross and Blue Shield of Alabama ("BCBSA") to serve as its "Claims Coordinator" with respect to its group health plan; and

WHEREAS, the Jefferson County Commission agrees that the "Claims Coordinator" should assist with certain matters relating to claims.

NOW, THEREFORE, BE IT RESOLVED, THAT THE JEFFERSON COUNTY hereby authorizes BCBSA to reconcile County group health plan benefit payments with Medicare benefit payments.

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

Nov-27-2007-1536

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Joe McConnell to serve on the McAdory Fire District Board of Trustee, beginning upon approval and ending December 31, 2011.

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

Nov-27-2007-1537

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation below the following

transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: E. Wane Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: November 20, 2007
Purpose: Payment for Acquired Right-of-Way 0.14 acres (more or less)
Topics VII Site 6 Project No. STPBH-9802(75) Tract No. 3
Chalkville Road @ Green Drive
Site Address: 116 Woodland Circle
Agent: Kathy Harmon
Price: \$5,180.00
Pay to the order of: Joseph K. and Mary Jane Tolbert
Mailing Address: 116 Woodland Circle
Trussville, AL 35173

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center 5100000000 - Functional Area
THRO 0 WBS C.961.D
Check Delivery Code 41

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

Resolution to increase the Sheriff's fleet by providing fifteen units due to increase in personnel was carried over for one week.

Nov-27-2007-1538

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

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

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

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

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

Z-2007-095 Ronny Head, owner. Change of zoning on Parcel ID# 11-07-2-0-14.004 in Section 7 Twp 16 Range 1 East from A-1 (Agriculture) to C-P (Preferred Commercial) for a professional office building. (Case Only: 7145 Happy Hollow Road, Trussville, AL 35173) (TRUSSVILLE) (1 Acre M/L)

RESTRICTIVE COVENANT: Reversionary clause.

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that Z-07-095 be approved. Voting "Aye" Humphryes, Smoot, Bowman, Carns and Collins.

Nov-20-2007-1539

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the FY2007-2008 hearing and cut-off dates for the Planning and Zoning Commission and the Board of Zoning Adjustments, be and hereby is approved.

LAND DEVELOPMENT DATES
FOR THE 2007-2008 FISCAL YEAR

OCTOBER 9	CUT-OFF FOR NOVEMBER REZONING & SUBDIVISIONS (2007)	
OCTOBER 11	PLANNING AND ZONING HEARING	
OCTOBER 16	COUNTY COMMISSION ZONING HEARING	
OCTOBER 22	BOARD OF ZONING ADJUSTMENT HEARING	
OCTOBER 23	COUNTY COMMISSION ZONING HEARING	
OCTOBER 24	CUTOFF NOVEMBER BOARD OF ZONING ADJUSTMENT	
NOVEMBER 6	CUT-OFF FOR DECEMBER REZONING & SUBDIVISIONS	
NOVEMBER 8	PLANNING AND ZONING HEARING	
NOVEMBER 20	COUNTY COMMISSION ZONING HEARING	
NOVEMBER 19	CUTOFF DECEMBER BOARD OF ZONING ADJUSTMENT	(Due to December holiday schedule)
NOVEMBER 26	BOARD OF ZONING ADJUSTMENT HEARING	
NOVEMBER 27	COUNTY COMMISSION ZONING HEARING	
DECEMBER 11	COUNTY COMMISSION ZONING HEARING (2 nd Tuesday)	
DECEMBER 11	CUTOFF FOR JANUARY REZONING & SUBDIVISIONS	
DECEMBER 13	PLANNING AND ZONING HEARING	
DECEMBER 17	(3RD Monday) BOARD OF ZONING ADJUSTMENT HEARING	
DECEMBER 18	COUNTY COMMISSION ZONING HEARING	
DECEMBER 19	CUT-OFF FOR JANUARY BOARD OF ZONING ADJUSTMENT	
JANUARY 8	CUT-OFF FOR FEBRUARY REZONING & SUBDIVISIONS (2008)	
JANUARY 10	PLANNING AND ZONING HEARING	
JANUARY 15	COUNTY COMMISSION ZONING HEARING	
JANUARY 22	COUNTY COMMISSION ZONING HEARING	
JANUARY 28	BOARD OF ZONING ADJUSTMENT HEARING	
JANUARY 30	CUT-OFF FEBRUARY BOARD OF ZONING ADJUSTMENT	
FEBRUARY 12	CUT-OFF FOR MARCH REZONING & SUBDIVISIONS	
FEBRUARY 14	PLANNING AND ZONING HEARING	
FEBRUARY 19	COUNTY COMMISSION ZONING HEARING	
FEBRUARY 25	BOARD OF ZONING ADJUSTMENT HEARING	
FEBRUARY 26	COUNTY COMMISSION ZONING HEARING	
FEBRUARY 27	CUT-OFF FOR MARCH BOARD OF ZONING ADJUSTMENT	
MARCH 11	CUT-OFF FOR APRIL REZONING & SUBDIVISIONS	
MARCH 13	PLANNING AND ZONING HEARING	
MARCH 18	COUNTY COMMISSION ZONING HEARING	
MARCH 24	BOARD OF ZONING ADJUSTMENT HEARING	
MARCH 25	COUNTY COMMISSION ZONING HEARING	
MARCH 26	CUT-OFF FOR APRIL BOARD OF ZONING ADJUSTMENT	
APRIL 8	CUT-OFF FOR MAY REZONING & SUBDIVISIONS (2008)	
APRIL 10	PLANNING AND ZONING HEARING	
APRIL 15	COUNTY COMMISSION ZONING HEARING	
APRIL 22	COUNTY COMMISSION ZONING HEARING	
APRIL 28	BOARD OF ZONING ADJUSTMENT HEARING	
APRIL, 30	CUT-OFF FOR MAY BOARD OF ZONING ADJUSTMENT	
MAY 6	CUT-OFF FOR JUNE REZONING & SUBDIVISIONS	
MAY 8	PLANNING AND ZONING HEARING	
MAY 20	COUNTY COMMISSION ZONING HEARING	
MAY 27	COUNTY COMMISSION ZONING HEARING	
MAY 27*	(*TUESDAY) BOARD OF ZONING ADJUSTMENT HEARING	
MAY 28	CUT-OFF FOR JUNE BOARD OF ZONING ADJUSTMENT	
JUNE 10	CUT-OFF FOR JULY REZONING & SUBDIVISIONS	
JUNE 12	PLANNING AND ZONING HEARING	
JUNE 17	COUNTY COMMISSION ZONING HEARING	
JUNE 23	BOARD OF ZONING ADJUSTMENT HEARING	

JUNE 24	COUNTY COMMISSION ZONING HEARING
JUNE 25	CUT-OFF FOR JULY BOARD OF ZONING ADJUSTMENT
JULY 10	PLANNING AND ZONING HEARING
JULY 15	CUT-OFF FOR AUGUST REZONING & SUBDIVISIONS
JULY 15	COUNTY COMMISSION ZONING HEARING
JULY 22	COUNTY COMMISSION ZONING HEARING
JULY 28	BOARD OF ZONING ADJUSTMENT HEARING
JULY 30	CUT-OFF FOR AUGUST BOARD OF ZONING ADJUSTMENT
AUGUST 12	CUT-OFF FOR SEPTEMBER REZONING & SUBDIVISIONS
AUGUST 14	PLANNING AND ZONING HEARING
AUGUST 19	COUNTY COMMISSION ZONING HEARING
AUGUST 25	BOARD OF ZONING ADJUSTMENT HEARING
AUGUST 26	COUNTY COMMISSION ZONING HEARING
AUGUST 27	CUT-OFF FOR SEPTEMBER BOARD OF ZONING ADJUSTMENT
SEPTEMBER 9	CUT-OFF FOR OCTOBER REZONING & SUBDIVISIONS
SEPTEMBER 11	PLANNING AND ZONING HEARING submit calendar for approval
SEPTEMBER 16	COUNTY COMMISSION ZONING HEARING
SEPTEMBER 22	BOARD OF ZONING ADJUSTMENT HEARING
SEPTEMBER 23	COUNTY COMMISSION ZONING HEARING
SEPTEMBER 24	CUT-OFF FOR OCTOBER BOARD OF ZONING ADJUSTMENT

(Dates are subject to change, by adoption of the 2007-2008 calendar, pending establishment of the 20082009 holidays by the Jefferson County Commission.)

OCTOBER 9	PLANNING AND ZONING HEARING
OCTOBER 14	CUT-OFF FOR NOVEMBER REZONING & SUBDIVISIONS
OCTOBER 21	COUNTY COMMISSION ZONING HEARING
OCTOBER 27	BOARD OF ZONING ADJUSTMENT HEARING
OCTOBER 28	COUNTY COMMISSION ZONING HEARING
OCTOBER 29	CUT-OFF FOR NOVEMBER BOARD OF ZONING ADJUSTMENT
NOVEMBER 11	CUT-OFF FOR DECEMBER REZONING & SUBS
NOVEMBER 13	PLANNING AND ZONING HEARING
NOVEMBER 18	COUNTY COMMISSION ZONING HEARING
NOVEMBER 24	BOARD OF ZONING ADJUSTMENT HEARING
NOVEMBER 25	COUNTY COMMISSION ZONING HEARING
NOVEMBER 26	CUT-OFF DECEMBER BOARD OF ZONING ADJUSTMENT
DECEMBER 9	CUT-OFF FOR JANUARY REZONING & SUBDIVISIONS
DECEMBER 11	PLANNING AND ZONING HEARING
DECEMBER 16	COUNTY COMMISSION ZONING HEARING ONLY ONE HEARING
DECEMBER 18	CUTOFF JANUARY BOARD OF ZONING ADJUSTMENT
DECEMBER 22	BOARD OF ZONING ADJUSTMENT HEARING

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

Nov-27-2007-1540

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of BOBBY G. HUMPHRYES as its representative on the Jefferson County Emergency Management Agency ("EMA") Council.

Grant funding from Alabama Department of Homeland Security for the following:

- (a) 2007 Metropolitan Medical Response (MMRS) equipment - \$245,238.25
- (b) 2007 State Homeland Security Local (SHL) equipment - \$70,000
- (c) 2007 Law Enforcement Terrorism (LET) equipment - \$200,000
- (d) 2007 CERT - Citizen Corp Program (CCL) equipment - \$35,000

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

Nov-27-2007-1541

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 _____ authorizing the use of Geographical Information Systems digital products and services in accordance with the approved County GIS fee schedule.

HULL & ASSOCIATES STEPHEN M. MORDECAL AL SEIER
BIRMINGHAM REGIONAL PLANNING COMMISSION OF GREATER BIRMINGHAM
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:

GIS 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

Jefferson County Commission

Shelia Smoot, Commissioner

Technology and Land Development

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

Nov-27-2007-1542

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 Tracie A. Todd 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.

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	Tracie A. Todd, 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 10th 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 Tracie A. Todd, Deputy District Attorney

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

Nov-27-2007-1543

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama, Arthur Green, Jr., District Attorney, Bessemer Division of Jefferson County, Alabama and the Bessemer Cut-Off Advocacy Center, Inc. in the amount of \$75,000 - funds provided by the Bessemer District Attorney's office.

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), Arthur Green, Jr., District Attorney, Bessemer Division of Jefferson County, Alabama and the Bessemer Cut-Off Advocacy Center, Inc.(hereinafter called the "Contractees").

WITNESSETH:

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

WHEREAS, the County recognizes that organizations providing counseling services for abused children as resources of the County ; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2008.
2. The County shall pay to the Contractee a lump sum payment of \$75,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. \$45.00 - Provide salary and benefits for the Prevention Education Program Coordinator who provides safety and reporting education to children in schools and to the community.
 - b. \$20,000 - Provide counseling session need for victims of child abuse.
 - c. \$10,000 - Purchase of tapes and accessories used to record forensic interviews to provide recordings that may be used

in court.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2008 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope of Work of this agreement.
7. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President
Jefferson County Commission
DISTRICT ATTORNEY - BESSEMER DIVISION OF JEFFERSON COUNTY
Arthur Green, Jr., District Attorney
THE BESSEMER CUT-OFF ADVOCACY CENTER, INC.
Arthur Green, Jr., President
Board of Directors

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

Nov-27-2007-1544

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to acknowledge the agreement between Mike Hale, as Sheriff of Jefferson County, Alabama and Charlie D. Waldrep and such law firm in which he may be a partner or shareholder for legal services.

This agreement, entered into on this 1st day of October, 2007, by and between Mike Hale, as Sheriff of Jefferson County, Alabama (hereinafter called "Sheriff"), Charlie D. Waldrep and such law firm in which he may be a partner or shareholder (hereinafter called "Attorneys").

WITNESSETH:

WHEREAS Sheriff desires to employ Attorneys to furnish legal services for the Sheriff, and Attorneys desire to furnish such legal services for the Sheriff; and

WHEREAS Sheriff and Attorneys desire to enter into a written agreement relative to the furnishing of said legal services,

NOW THEREFORE, in consideration of the premises, Sheriff and Attorneys do hereby agree as follows:

1. Sheriff does hereby employ Attorneys to furnish legal services for Sheriff for the term beginning October 1, 2007, and ending on September 30, 2008; provided, however, that either party may terminate by thirty (30) days' written notice to the other party.

2. The Sheriff shall cause the Comptroller of Jefferson County, Alabama, to pay to Attorneys for their legal services as provided in this Agreement, the sum of \$12,000.00 per month during the period of this contract. This \$12,000.00 per month shall cover all non-litigation services rendered by Attorneys. The \$12,000 per month legal services fee is the base monthly charge for Non-litigation services. Excess Non-litigation services shall be billed at the rate illustrated in item (3) below. Non-litigation services are all services rendered by Attorneys for the Sheriff that occur (1) prior to an Equal Employment Opportunity Commission (hereinafter "EEOC") charge being filed and/or prior to any administrative appeal; (2) prior to an actual law suit being filed in a non-personnel related matter as described in the preceding clause; and (3) all "out-of-pocket" expenses incurred by Attorneys related to Non-litigation services described in this paragraph. Non-litigation services shall include, but not be limited to, opinion letters, contract negotiations, teleconferences, meetings, training, and consultations.

3. Litigation services shall include all services rendered by Attorneys (1) subsequent to an EEOC charge being filed and/or subsequent to an administrative appeal; and (2) any lawsuit being filed against the Office of the Sheriff or any employees of same; and (3) all "out-of-pocket" expenses incurred by Attorneys related to litigation services described in this paragraph. Attorneys shall be compensated on an hourly basis for Litigation services and for out-of-pocket litigation expenses. Due to the range of experience of the Attorneys that shall provide legal services to the Sheriff, the Parties hereto recognize that Attorneys' customary rates range from \$325.00 to \$125.00 per hour. All litigation matters shall be billed at a blended rate of \$175.00 per hour. Attorneys shall use paralegals to provide legal services whenever same is appropriate and paralegals shall bill at the rate of \$85.00 per hour. Out-of-pocket litigation expenses include but are not limited to: deposition cost, travel expenses, court reporters, copy and shipping costs, expert and consultant expenses, case expenses, and other related litigation expenses of the specific matter.

4. At the end of each month during the period of this contract, Attorneys shall provide the Sheriff with the total hours expended for that month and a summary of the litigation expenses. The hours shall be itemized to show litigation hours and non-litigation hours.

5. Attorneys recognize that representation of the Sheriff may also involve representation of various employees of the Sheriff's Office. However, no such representation of a Sheriff's Office employee shall be required where said representation would conflict with representation or interest of the Sheriff or the Office of the Sheriff.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals on the day of, 2007.

MIKE HALE, SHERIFF

JEFFERSON COUNTY, ALABAMA

CHARLIE WALDREP

WALDREP STEWART & KENDRICK, LLC.

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

Nov-27-2007-1545

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Charles Amison in the amount of Eight Thousand Five Hundred Eighty Two and 18/100 (\$8,582.18) 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 Charles Amison in the amount of \$8,582.18 and forward it to the County Attorney for disbursement.

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

Nov-27-2007-1546

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the attached Second Amendment to real Estate Purchase Agreement and Assignment document regarding the real estate contract for purchase of the Bee Partners, LLC property allowing the Freshwater Land Trust to purchase the greenway property for completion of the SEP.

SECOND AMENDMENT

TO

REAL ESTATE PURCHASE AGREEMENT AND ASSIGNMENT

THIS SECOND AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT AND ASSIGNMENT (this "Second Amendment") is entered into as of the _ day of 2007, by and among BEE PARTNERS, LLC, an Alabama limited liability company (the "Seller"), JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "County") and FRESHWATER LAND TRUST f/k/a Black Warrior-Cahaba Rivers Land Trust, an Alabama nonprofit corporation (the "Land Trust").

RECITALS:

WHEREAS, Seller and the Land Trust executed that certain Real Estate Purchase Agreement dated April 9, 2006, and that certain First Amendment to Real Estate Purchase Agreement dated December 15, 2006, a copy of each of which is attached hereto as Exhibit "A" (as amended from time to time, including by this Second Amendment, the "Agreement"), for the purchase and sale of four parcels (Parcels I, II, III and IV) of real property located in Jefferson County, Alabama;

WHEREAS, pursuant to the terms of the Agreement, the Land Trust assigned all of its right, title and interest as "Buyer" under the Agreement to the County by that certain Assignment dated December 29, 2006, a copy of which is attached hereto as Exhibit "B";

WHEREAS, pursuant to the Agreement, Seller conveyed Parcels III and IV to the County on January 31, 2007;

WHEREAS, the Agreement provides for the Closing of Parcels I and II (the "Remaining Parcels") to occur before December 31, 2007, pursuant to the terms and conditions of the Agreement;

WHEREAS, Seller and the County desire to amend the Agreement to allow the County to assign to the Land Trust all of the County's rights, title and interest in the Agreement, solely as such rights, title and interest relate to the Remaining Parcels; and

WHEREAS, the County desires to assign all of its rights, title and interest in the Agreement as to the Remaining Parcels to the

Land Trust, and the Land Trust desires to accept such assignment from the County.

NOW, THEREFORE, in consideration of the mutual agreements herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. Article IX, Section 9.2 of the Agreement is hereby deleted in its entirety and the following is substituted therefor:
"9.2 Assignment: The Agreement and the rights, duties and obligations herein contained may be assigned, in whole or in part, by Buyer to the Freshwater Land Trust upon Seller's written consent. "
2. The County hereby assigns to the Land Trust all of its right, title and interest as "Buyer" under the terms of the Agreement and all benefits conferred thereby or existing thereunder with respect to the Remaining Parcels.
3. The Land Trust hereby agrees to assume all liabilities, duties and obligations of the County as Buyer under the Agreement, solely as those liabilities, duties and obligations relate to the Remaining Parcels.
4. Seller hereby consents to the assignment by the County of all of its rights, duties and obligations under the Agreement to the Land Trust with respect to the Remaining Parcels.
5. The County hereby agrees that it retains responsibility for all liabilities, duties and obligations as Buyer under the Agreement with respect to Parcels III and IV.
6. The County shall indemnify and hold harmless the Land Trust from and against any claim, liability, suit, cost or other obligation incurred or arising out of the County's rights, liabilities and duties as Buyer under the Agreement with respect to Parcels III and IV.
7. The Land Trust shall indemnify and hold harmless the County from and against any claim, liability, suit, cost or other obligation incurred or arising from and after the date hereof from the rights, liabilities and duties assumed by the Land Trust as Buyer under the Agreement with respect to the Remaining Parcels.
8. This Second Amendment may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be deemed an original and all of which will constitute one and the same Second Amendment.
9. All terms and conditions in the Agreement shall remain in full force and effect as modified herein. Except as otherwise expressly provided for herein, capitalized terms not otherwise specifically defined in this Second Amendment shall have the same meanings given to such terms in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

BEE PARTNERS, LLC, an Alabama limited liability company

DONALD L. BLUMENTHAL

Its: Manager

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama

Bettye Fine Collins

Its: President

FRESHWATER LAND TRUST, f/k/a the Black WarriorCahaba Rivers Land Trust, an Alabama nonprofit corporation

Its:

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

Nov-27-2007-1547

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Eagle Forum of Alabama Education Foundation (hereinafter called the "Contractee").

W I T N E S S E T H:

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

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

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to assist in the

development and promotion of said County resources.

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2008.
2. The County shall pay to the Contractee a lump sum payment of \$10,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Conduct the Eagle Forum of Alabama Education Foundation Leadership Conference scheduled for February 11-23, 2008 at the Birmingham Marriott. The program (not yet finalized) will address climate change, judicial policy, English and American literature, recommended lists for junior high students, immigration policy and religion as it impacts culture.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2008 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope of Work of this agreement.
7. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Eagle Forum of Alabama Education Foundation

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

Nov-27-2007-1548

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

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

W I T N E S S E T H:

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

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2008 upon completion and execution of this contract.
2. The County shall pay to the Contractee a lump sum payment of \$5,125.00 upon completion and execution of this contract.
3. The Contractee shall provide the following services:
 - a. In consideration for Contractee performing a Greenway clean-up on October 1 thru October 22, 2007, including tree removal and brush cleanup.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2008 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope of Work of this agreement.
7. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

Town of Brookside

Roger McCondichie, Mayor

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

Nov-27-2007-1549

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Amendment to Agreement between

Jefferson County, Alabama and The Board of Trustees of the University of Alabama for The University of Alabama at Birmingham be and hereby is approved.

AMENDMENT TO AGREEMENT

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

The Agreement by and between Jefferson County, Alabama and The Board of Trustees of the University of Alabama for The University of Alabama at Birmingham approved by the Jefferson County Commission on July 17, 2007, (Minute Book: 154; Page: 65) is hereby amended as follows:

Amend Paragraph 1 as follows:

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

Amend Paragraph 4 as follows:

"The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by March 31, 2008 whichever shall first occur."

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

Jefferson County, Alabama

Bettye Fine Collins, President

Jefferson County Commission

The Board of Trustees of the University of Alabama for The University of Alabama at Birmingham

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

Commissioner Collins stated that the meeting of the Jefferson County Commission would recess for five minutes to be reconvened for hearing of rezoning cases.

The Commission reconvened with the following members present:

District 1 George Bowman

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

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

Nov-27-2007-1550

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

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

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

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

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

Z-2007-021 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; 2. 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 Humphries seconded by Commissioner Bowman that Z-07-021 be approved subject to filing of covenants. Voting "Aye" Humphries, Bowman and Collins.

Z-2007-106 Jack Cagle, Jr., owner. Change of zoning on Parcel ID# 21-26-1-0-13 in Section 26 Twp 17 Range 4 West from C-5 (Adult Entertainment) to C-1 (Commercial) for an armored truck business. (Case Only: 860 Minor Parkway, Birmingham, AL 35224) (MINOR) (0.3 Acres M/L)

Motion was made by Commissioner Humphries seconded by Commissioner Bowman that Z-07-106 be approved. Voting "Aye" Humphries, Bowman and Collins.

Z-2007-104 Robert L. Diveley, Jr, owner. Change of zoning on Parcel ID# 43-1-2-6-22, Lot 4, Survey of C.W. Rockett Subdivision in Section 1 Twp 20 Range 5 West from C-1 (Commercial) & A-1 (Agriculture) to I-1 (Industrial) for an office and RV storage area. (Case Only: 6036 Old Tuscaloosa Highway, McCalla, AL 35111) (McCALLA) (3.4 Acres M/L)

Extended the current C-1 (Commercial) zoning an additional 100 feet into the property.

Restrictive Covenant: 1. The property owner will pave the driveway from the edge of pavement (Old Tuscaloosa Highway) to the right-of-way line.

Motion was made by Commissioner Humphries seconded by Commissioner Bowman that Z-07-104 be approved subject to filing of covenants. Voting "Aye" Humphries, Bowman and Collins

Commissioner Smoot came into Commission Chambers.

Z-2007-105 Joan Morgan, owner; Larry Gilbert, agent. Change of zoning on Parcel ID# 6-8-0-0-part of 53 in Section 8 Twp 15 Range 4 West from A-1 (Agriculture) to INSTITUTIONAL-1 for a church. (Case Only: 4881 Warrior Jasper Road, Dora, AL 35062) (BAGLEY) (7 Acres M/L)

Rezoning to be CONTINGENT on the applicant's submission of a preliminary drainage study, and approval thereof by the Department of Roads & Transportation, documenting that the post-development run-off of this property shall not exceed its pre-development run-off.

Motion was made by Commissioner Humphries seconded by Commissioner Bowman that Z-07-105 be carried over to the December 18, 2007 rezoning hearing. Voting "Aye" Humphries, Bowman, Collins and Smoot.

Z-2007-108 Richard Wright, owner; Jeremy Wright, agent. Change of zoning on Parcel ID# 43-3-4-0-1.001 in Section 3 Twp 20 Range 5 West from C-1 (Commercial) with covenants to C-1 (Commercial) with amended covenants for compliance of a detached utility building. (Case Only: 6021 McAshan Drive, McCalla, AL 35111) (MCCALLA) (1 Acre M/L)

Restrictive Covenant: 1. This zoning is limited to a model home/sales office for a construction business [ADD] and one detached utility/storage building only; and, 2. The property owner shall pave the driveway from the edge of pavement (McAshan Drive) to the right-of-way line.

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-108 be approved subject to filing of covenants. Voting "Aye" Humphries, Smoot, Bowman and Collins.

Z-2007-109 W.T. McCormick, owner. Change of zoning on Parcel ID # 14-4-3-2-9 in Section 4 Twp 16 Range 3 West from A-1 (Agriculture) to R-7 (Planned Unit Development) for a planned single family residential development. (Case Only: 830 Rosemary Lane, Mount Olive, AL 35117) (MOUNT OLIVE) (19 Acres M/L)

Rezoning to be CONTINGENT on submission of a traffic study focusing on Rosemary Lane and the intersection at Mount Olive Road, said study to be approved by the Department of Roads & Transportation.

Restrictive Covenant: The development of this property shall conform to the same requirements applicable to the existing (1st Sector) of the development on Rosemary Lane, including the minimum standards for house size, construction materials, etc.

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-109 be approved subject to filing of

covenants. Voting "Aye" Humphryes, Smoot, Bowman and Collins.

Thereupon the Commission Meeting was adjourned to meet Tuesday, December 4, 2007, at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk