

STATE OF ALABAMA)

JEFFERSON COUNTY) December 26, 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 3 Bobby Humphries

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Carns seconded by Commissioner Humphries that the Minutes of December 18, 2007, be approved. Voting "Aye" Carns, Humphries, Bowman and Collins.

STAFF DEVELOPMENT

Multiple Staff Development

General Services/2 Participants

Jeffrey S. Smith	Louisville, Kentucky	\$1,864.94
Ricky Hill	Election Center 2008 Special Workshop February 13-17, 2008	\$1,664.94

Individual Staff Development

Travis A. Hulsey	Revenue	Mobile, Alabama GFOA Conference January 28-20, 2008	\$619.72
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Linda Wyman	Tax Assessor	Auburn, Alabama Alabama Certified Mapper Examination March 16-18, 2008	\$424.59
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Motion was made by Commissioner Humphries seconded by Commissioner Carns that the Staff Development be approved. Voting "Aye" Humphries, Carns, Bowman and Collins.

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

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

1. GENERAL SERVICE ADMINISTRATION FROM MANTEK, BIRMINGHAM, AL, FOR MB 1000 BROMINE CHLORINE. SAP PURCHASE ORDER# 2000011173 \$11,600.00 TOTAL REFERENCE BID# 337-06
2. GENERAL SERVICE PRINTING XEROX CORPORATION, DALLAS, TX, FOR LEASE: XEROX CREO COMPUTER / COPIER. S,,O PURCHASE ORDER# 2000007822 \$13,540.44 TOTAL REFERENCE BID# 51-03
3. ROADS & TRANSPORTATION BRIDGE DIVISION FROM HANSON PIPE & PRODUCTS, BIRMINGHAM, AL, FOR 80 EACH 8' X 4X 4' CONCRETE BOX CULVERTS. SAP PURCHASE ORDER# 700000477 \$92,800.00 TOTAL REFERENCE BID# 55-08
4. ROADS & TRANSPORTATION FLEET MANAGEMENT FROM ALTEC INDUSTRIES, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS TO PURCHASE ORDER FOR ADDITIONAL REPAIRS NEEDED TO AERIAL TRUCK. SAP PURCHASE ORDER# 2000007843 \$4,800.93 TOTAL
5. EMERGENCY MANAGEMENT AGENCY FROM ALABAMA DEPARTMENT OF ECONOMIC & COMMUNITY AFFAIRS, MONTGOMERY, AL, TO PURCHASE SURPLUS PROPERTY CONSISTING OF ONE 6000 LB AND ONE 4000 LB HYSTER FORKLIFT. SAP PURCHASE ORDER# 2000011172 \$6,000.00 TOTAL
6. COOPER GREEN MERCY HOSPITAL (PALLIATIVE CARE) FROM SHARINA PERSON, BIRMINGHAM, AL, FOR

- CONSULTING SERVICES. REFERENCE BID# RWJF GRANT \$2,540.68 TOTAL
7. BIRMINGHAM & BESSEMER JAILS, YOUTH DETENTION FROM SHOE CORPORATION, BIRMINGHAM, AL, FOR SHOWER SHOES. SAP PURCHASE ORDER# 2000009876 \$5,000.00 TOTAL REFERENCE BID# 56-08
 8. COOPER GREEN MERCY HOSPITAL (LAB) FROM BECKMAN COULTER CAPITAL, PHILADELPHIA, PA, FOR HEMATOLOGY EQUIPMENT LEASING FOR THE PERIOD OF 10/1/07 9/30/08. SAP PURCHASE ORDER# 2000011091
\$56,000.00 TOTAL REFERENCE BID# 113-05
 9. COOPER GREEN MERCY HOSPITAL (AMBULATORY CLINIC) FROM RURAL METRO AMBULANCE SERVICE, BESSEMER, AL, FOR AMBULANCE SERVICE FOR THE PERIOD OF 10/1/07 9/30/08.
SAP PURCHASE ORDER# 2000010623 \$75,000.00 TOTAL REFERENCE BID# 325-07
 10. ROADS & TRANSPORTATION HIGHWAY MAINTENANCE KETONA FROM HELENA CHEMICAL, SELMA, AL, FOR CONTRACT FOR HERBICIDE FOR THE PERIOD OF 10/1/07 9/30/08. SAP PURCHASE ORDER# 2000011390
\$50,000.00 TOTAL REFERENCE BID# 302-06
 11. INFORMATION TECHNOLOGY SERVICES FROM EMC CORPORATION, BIRMINGHAM, AL, FOR ANNUAL MAINTENANCE FOR EMC SOFTWARE AND HARDWARE FOR THE PERIOD OF 10/1/07 9/30/08.
SAP PURCHASE ORDER# 2000011369 \$115,625.32 TOTAL REFERENCE BID# 387-06
 12. GENERAL SERVICE (CENTRAL LAUNDRY) FROM TEXCHINE INC., MARIETTA, GA, FOR TERMINAL FOR DRYER.
SAP PURCHASE ORDER# 2000011360 \$5,325.04 TOTAL
 13. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM STRYKER ORTHOPEDIC, CHICAGO, IL, FOR ORTHOPEDIC EQUIPMENT FOR S. POOLE ORDERED BY SURGERY. SAP PURCHASE ORDER# 2000011324
\$7,460.00 TOTAL
 14. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM ZIMMER USA, ATLANTA, GA, FOR TOTAL KNEE REPLACEMENT, V. HARRISON ORDERED BY SURGERY. SAP PURCHASE ORDER# 2000011325
\$6,838.50 TOTAL
 15. OFFICE OF ECONOMIC DEVELOPMENT FROM VIRGINIA COLLEGE, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY FOR TUITION AND OTHER FEES FOR DISLOCATED WORKER PARTICIPANTS THROUGH THE WIA PROGRAM. SAP PURCHASE ORDER# 2000008690 \$6,000.00
TOTAL
 16. COOPER GREEN MERCY HOSPITAL FROM UAHSF, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR RADIOLOGY READING. SAP PURCHASE ORDER# 2000002334
\$75,000.00 TOTAL CONTRACT APPROVED BY THE COMMISSION ON 11/21/06 IN MINUTE BOOK 152.
 17. COOPER GREEN MERCY HOSPITAL (PHARMACY) FROM MALLINCRODT / COVIDIEN, CHARLOTTE, NC, FOR CONTRAST MEDIA FOR THE PERIOD OF 10/1/07 9/30/08. SAP PURCHASE ORDER# 2000011406
\$100,000.00 TOTAL REFERENCE BID# 21-07
 18. COOPER GREEN MERCY HOSPITAL FROM PROVISION HEALTHCARE, IRMO, SC, TO CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR MEDICAID ELIGIBLE PATIENTS. SAP PURCHASE ORDER# 2000003734 \$8,500.00 TOTAL CONTRACT APPROVED BY COMMISSION ON 11/21/06 IN MINUTE BOOK 152.
 19. COOPER GREEN MERCY HOSPITAL FROM CARE PROFESSIONALS, MOBILE, AL, TO CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CREDIT & COLLECTIONS. SAP PURCHASE ORDER# 2000010614
\$8,500.00 TOTAL CONTRACT APPROVED BY COMMISSION ON 11/27/07 IN MINUTE BOOK 155 PAGES 31-33.
 20. GENERAL SERVICES FROM ATLANTA BUILDING MAINTENANCE, ALPHARETTA, GA, FOR JANITORIAL SERVICES.
SAP PURCHASE ORDER# 2000010977 \$70,000.00 TOTAL REFERENCE BID# 96-07
CONTRACT APPROVED BY THE COMMISSION ON 3/13/07 IN MINTUE BOOK 15 PAGES 173 - 174.
 21. COOPER GREEN MERCY HOSPITAL (PHARMACY) FROM VIASYS, CHICAGO, IL, FOR VMAX 22 ENCORE MAINTENANCE FOR THE PERIOD OF 10/ 1/07 - 9/30/08. SAP PURCHASE ORDER# 2000011432
\$8,000.00 TOTAL REFERENCE BID# 321-07
 22. COOPER GREEN MERCY HOSPITAL (PALLATIVE CARE) FROM JEROAN ALLISON, M.D., BIRMINGHAM, AL, FOR CONSULTING SERVICES. REFERENCE BID# RWJF GRANT \$7,500.00 TOTAL
 23. JEFFERSON COUNTY PERSONNEL BOARD FROM EXPRESS PRINT, BIRMINGHAM, AL, FOR 240,000 ZFOLD

PRESSURE SEAL FORMS. SAP PURCHASE ORDER# 2000011213 \$7,176.00 TOTAL

24. COOPER GREEN MERCY HOSPITAL FROM HEALTH REVENUE INTEGRITY SERVICES, WESTLAKE, OH, TO CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CHARGEMASTER IMPLEMENTATION SERVICES.

SAP PURCHASE ORDER# 2000002240 \$7,366.60 TOTAL

AMENDMENT APPROVED BY THE COMMISSION ON 3/27/07 IN MINUTE BOOK 153 PAGES 258 - 259.

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

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
12/26/2007

Profit Center	Vend #	Name	Text	Business Area	Amount	Doc No
District 3	1003391	NATIONAL SAFETY COUNCIL	Flagger Re-certification for Carol Thomas/Mike Jones	R&T: ADMINISTRATION	50.00	1900007316
District 3	1004617	BHAM BUSINESS JOURNAL	Business Journal 3 Year Subscription for EWS	R&T: ADMINISTRATION	174.40	1900007315
District 4	1000104	REGIONAL PLANNING COMMISSION	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	6,456.94	1900007018
District 4	1000104	REGIONAL PLANNING COMMISSION	VOLUNTARY AIR QUALITY	FINANCE ADMINISTRATION	8,087.95	1900007019
District 4	1000516	BRUCE THOMPSON	Travel Reimbursement-Bruce Thompson	REVENUE	229.90	1900006808
District 4	1001243	ALABAMA HOSPITAL ASSOC	Billing for meal reservations Birmingham Regional	CGH: ADMINISTRATION		39.24
			1900006994			
District 4	1001506	AMERICAN SOCIETY ON AGING	ASA FY 2008 Membership	SENIOR CITIZEN SERVICES	395.00	1900006759
District 4	1001573	NATIONAL ASSOCIATION OF	FY 2008 member dues for N4A	SENIOR CITIZEN SERVICES	140.00	1900006758
District 4	1001666	NAPH	Dues for membership - NAPH (2008)	CGH: ADMINISTRATION	43,000.00	1900006876
District 5	1005975	GARDNER BUILDERS INC	Refund of Sewer Impact Fees 22 Fixtures	ES: SANITATION ADMIN	5,155.00	1900007063
District 5	1019571	CRAFT & ASSOCIATES INC	Refund of Sewer Impact Permit	ES: SANITATION ADMIN	5,548.75	1900007320
Joint Responsibility	1000194	GENERAL RETIREMENT SYSTEM	Military Conversion. Gen Retirement Anthony Wlms.	SHER CORRECT-BIRMINGHAM	11,796.66	1900007180
Joint Responsibility	1000194	GENERAL RETIREMENT SYSTEM	military conversion for Monica Rice	PROBATE COURT	6,207.06	1900007180
Joint Responsibility	1002342	AGATHA WINDSOR	Assessor's reimbursement-Agatha Windsor	PER BD: TESTING		185.00
						1900007183
Joint Responsibility	1018494	ISA GREENE	Assessor's reimbursement-Isa Greene	PER BD: TESTING		185.001900007185
Joint Responsibility	1018496	ANTHONY SOCARRAS	Assessor's reimbursement-Anthony Socarras	PER BD: TESTING		150.00
			1900007182			
Joint Responsibility	1018498	JAMES DUNLAP	Assessor's reimbursement-James Dunlap	PER BD: TESTING		125.00
						1900007184
Joint Responsibility	1018501	PAUL DILLENDER	Assessor's reimbursement-Paul Dillender	PER BD: TESTING		500.44
						1900007189
Joint Responsibility	1018503	JOHN MCCALL	Assessor's reimbursement-John McCall	PER BD: TESTING		195.48
						1900007187
Joint Responsibility	1018504	PAUL TAYLOR	Assessor's reimbursement-Paul Taylor	PER BD: TESTING		267.56
						1900007190
Joint Responsibility	1019429	MARK HOWE	Assessor's reimbursement-Mark Howe	PER BD: TESTING		204.00
						1900007073
Joint Responsibility	1019430	MICHAEL LEE	Assessor's reimbursement-Michael Lee	PER BD: TESTING		495.47
						1900007074
Joint Responsibility	1019431	BYRON LEWIS	Assessor's reimbursement-Byron Lewis	PER BD: TESTING		150.00
						1900007075
Joint Responsibility	1019432	NOEL LOPEZ	Assessor's reimbursement-Noel Lopez	PER BD: TESTING		185.64
						1900007076
Joint Responsibility	1019433	REGINALD LOTT	Assessor's reimbursement-Reginald Lott	PER BD: TESTING		150.00
						1900007077
Joint Responsibility	1019434	SELVAIN MCQUEEN	Assessor's reimbursement-Selvain McQueen	PER BD: TESTING		249.34
						1900007078
Joint Responsibility	1019435	JERRY MONTGOMERY	Assessor's reimbursement-Jerry Montgomery	PER BD: TESTING		150.00
						1900007079
Joint Responsibility	1019436	BRUCE MULRINE	Assessor's reimbursement-Bruce Mulrine	PER BD: TESTING		213.00
						1900007084
Joint Responsibility	1019437	GREG POST	Assessor's reimbursement-Greg Post	PER BD: TESTING		150.00
						1900007090
Joint Responsibility	1019438	TOM POZZA	Assessor's reimbursement-Tom Pozza	PER BD: TESTING		150.00
						1900007095
Joint Responsibility	1019439	BRIAN RUSSELL	Assessor's reimbursement-Brian Russell	PER BD: TESTING		234.00
						1900007096
Joint Responsibility	1019440	DAVID SEDBERRY	Assessor's reimbursement-David Sederry	PER BD: TESTING		150.00
						1900007099
Joint Responsibility	1019441	RICHARD SPEER	Assessor's reimbursement-Richard Speer	PER BD: TESTING		235.56
						1900007102
Joint Responsibility	1019442	ALEX THOMPSON	Assessor's reimbursement-Alex Thompson	PER BD: TESTING		150.00
						1900007103
Joint Responsibility	1019443	WAN CAROLOS THORPE	Assessor's reimbursement-Wan Carlos Thorpe	PER BD: TESTING		150.00
						1900007107
Joint Responsibility	1019444	BRIAN TWINING	Assessor's reimbursement-Brian Twining	PER BD: TESTING		220.06
						1900007179
Joint Responsibility	1019445	SHAWNE WADDY	Assessor's reimbursement-Shawne Waddy	PER BD: TESTING		150.00
						1900007181

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

REQUEST FOR CERTIFICATION

Tax Assessor - Birmingham
 Administrative Assistant II
 Tax Collector - Bessemer
 Administrative Assistant II

Treasurer

Accounting Assistant II

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

Accounting Assistant II

Roads & Transportation - Highway Maint. - Ketchikan Division

Administrative Assistant III

Landscape Crew Leader - 2 positions

Environmental Services - Village Creek Electrical Shop

Electrician

Environmental Services - Package Plants & Pump Stations

Laborer III

Cooper Green Mercy Hospital - Emergency Room

Patient Care Technician

Cooper Green Mercy Hospital - Laboratory

Medical Laboratory Technician - 2 positions

Motion was made by Commissioner Humphries seconded by Commissioner Carns, that the Request for Certification be approved.

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

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Roads & Transportation \$0

Delete a Construction Equipment Operator (Gr. 17) and add an Accounting Assistant II (Gr. 16). Annual savings \$1,713. No Additional Funds Required.

2. Roads & Transportation \$0

Delete two Assistant Herbicide Applicator (Gr. 13) positions and a Construction Equipment Operator (Gr. 17) and add two Landscape Crew Leaders (Gr. 18). Annual savings \$31,412. No Additional Funds Required.

3. Roads & Transportation \$0

Shift an Administrative Assistant III (Gr. 16) position within the division. No Additional Funds Required.

4. Tax Collector - Bessemer \$0

Delete a Data Records Clerk (Gr. 12) and an Administrative Assistant I (Gr. 10) position and add an Administrative Assistant II (Gr. 13). Annual savings \$8,239. No Additional Funds Required.

B. OTHER BUDGET TRANSACTIONS

5. Roads & Transportation \$2,600

Shift funds and add purchasing memorandum to purchase a laptop computer and to cover other expenses for the fiscal year. No Additional Funds Required.

6. Finance \$23,400

Shift funds and add purchasing memorandum to purchase three computers and to cover other expenses for the fiscal year. No Additional Funds Required.

Motion was made by Commissioner Carns seconded by Commissioner Humphries that the Budget Amendments be approved.

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

Dec-26-2007-1643

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Cooper Green Mercy Hospital Advisory Board Minutes of October 25, 2007, be and hereby is approved.

ADVISORY BOARD MINUTES

October 25, 2007

1. The MRI will be installed and operational by February, 2008.
2. Dr. Hullett was inducted into the Southern Rural Black Women's Hall of Fame.
3. A group from Cooper Green visited the VA Hospital in Tuscaloosa to look at their electronic medical records software.
4. Five Joint Commission Readiness teams have been formed to perform mock survey inspections throughout the facility.
5. Chris Hartsell will resign his position as Director of Outpatient Care.
6. A new clinical service for followup clinic for PICC lines has been established.
7. A Credentialing Resource Committee has been established to meet Joint Commission requirements to ensure that the setting and available resources for all procedures are appropriate.
8. The Annual Medical Staff meeting is Thursday, November 1 at 5:30PM.
9. In the month of September, two nurses were hired; in the process of hiring 5 student nurses.
10. The new ER Physician Group, 4MDC, officially started October 1.
11. Patient Satisfaction Survey Summary data will be reported on a monthly basis. The 3 month data presented, showed that patients surveyed are fairly satisfied with our services.

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

Dec-26-2007-1644

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Health Care Information System Software Agreement between Jefferson County, Alabama and Medical Information Technology, Inc. (Meditech) to provide implementation services for converting/upgrading radiology module software with Magic ITS, as well as training and education of Cooper Green Mercy Hospital personnel in the amount of \$40,000.

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

Dec-26-2007-1645

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Health Care Information System Software Agreement between Jefferson County, Alabama and Medical Information Technology, Inc. (Meditech) to provide implementation services for archiving/scanning software, as well as training and education of Cooper Green Mercy Hospital personnel in the amount of \$58,200.

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

Dec-26-2007-1646

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and State of Alabama Department of Human Resources to provide mother and alleged father with resources to establish paternity. This is a revenue generating agreement (not to exceed \$12,000)

CONTRACT BETWEEN ALABAMA DEPARTMENT OF HUMAN RESOURCES

AND COOPER GREEN HOSPITAL

Contract Number: 900

This CONTRACT is entered into by the STATE OF ALABAMA, DEPARTMENT OF HUMAN RESOURCES, hereinafter referred to as the Department and COOPER GREEN HOSPITAL, hereinafter referred to as the Hospital (Federal ID# 63-6001579), a private health care facility in Jefferson County, Alabama which is licensed to provide obstetric services.

The purpose of this CONTRACT is to comply with Alabama State Law (Act No. 97-447) and Federal Regulations which require that all unwed parents be given an opportunity, at the time of their child's birth, to voluntarily acknowledge paternity in a simple, civil process. The duties and responsibilities, as defined by Alabama Law, of the Alabama Department of Human Resources and all hospitals who are licensed to provide obstetric services in Alabama are hereby agreed to as outlined below:

I. The Department of Human Resources agrees to:

A. Provide to the Hospital, without cost, written materials about paternity establishment, the forms necessary to voluntarily acknowledge paternity, and a written description of the rights and responsibilities of acknowledging paternity.

B. Provide training, guidance, and written instructions regarding voluntary acknowledgment of paternity, as necessary to operate the hospital-based program.

C. Provide payment of \$20.00 to the Hospital for each case in which paternity of a child is acknowledged by the completion of a Paternity Affidavit by both parents while the mother and child remain in the Hospital immediately following the birth of the child. The total amount of this CONTRACT shall not exceed \$12000.

D. Assess the Hospital's In-Hospital Paternity Program on at least an annual basis.

E. Provide additional training and support services to the Hospital if the annual assessment reveals the need for such services.

II. The Hospital agrees to:

A. Provide to both the mother and alleged father, if he is present in the Hospital, written materials about paternity establishment, the forms necessary to voluntarily acknowledge paternity, a written description of the rights and responsibilities of acknowledging paternity, and the opportunity to speak with a trained person, either by telephone or in person, who can clarify information and answer questions about paternity establishment.

B. Provide the mother and the alleged father, if he is present, the opportunity to voluntarily acknowledge paternity by completing a Paternity Affidavit while the mother and the child remain in the Hospital immediately following the birth of the child.

C. Provide a Notary Public, at no cost to the parents, who will notarize the signatures of both parents on the Paternity Affidavit form.

D. Forward completed original Paternity Affidavits to the Center for Health Statistics and provide a copy of the Paternity Affidavit to both the mother and the father.

E. Submit Billing Statements in a timely manner to the Department with attached copies of the completed Paternity Affidavits. All invoices for a given fiscal year must be received no later than 30 days past the end of that fiscal year. The State's fiscal year ends 9/30 of each year.

F. Refer parents who need further paternity establishment services to the local County Department of Human Resources.

Whereas both the Department and the Hospital are HIPAA covered entities, each party certifies to the other that they will fully comply with all HIPAA requirements in accordance with 45 C.F.R. Parts 160 and 164.

This CONTRACT shall remain in effect until December 31, 2009 without the need for renewal as long as all parties to the CONTRACT are satisfied that the duties and responsibilities contained herein are being honored as agreed upon. The beginning date of this CONTRACT is January 1, 2008 and the ending date is December 31, 2009. The CONTRACT may be terminated by the Department or the Hospital upon thirty (30) days written notice if either Party fails to provide the services specified above. Nonavailability of funds, either State or Federal, to DHR at any time shall cause the CONTRACT to become void and unenforceable and no liquidated damages shall accrue to the State as a result. The State shall not incur liability beyond payment for services provided prior to the time funds became unavailable.

This CONTRACT is subject to termination in the event that funds should not be appropriated for the continued payment of the CONTRACT in subsequent fiscal years.

In the event of proration of the fund from which payment under the CONTRACT is to be made, the CONTRACT will be subject to termination.

It is understood that the employees of the Hospital are not employees of the Department pursuant to this CONTRACT and will not be subject to, nor entitled to benefits of, the state merit system law.

No amendment to this CONTRACT shall be effective unless it is in writing signed by both parties.

It is understood that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this CONTRACT shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this CONTRACT, be enacted, then that conflicting provision in the CONTRACT shall be deemed null

and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of the CONTRACT shall be limited to the filing of a claim with the Board of Adjustment of the State of Alabama.

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

The Hospital agrees that in the performance of the duties pursuant to this CONTRACT that there shall be no discrimination on the basis of race, color, sex, age or national origin including, but not limited to discrimination prohibited by Title VI of the Civil Rights Act of 1964, as amended or by the Age Discrimination Act of 1974; as amended, or by any applicable Department of Health and Human Services Legislation.

The Hospital agrees that in the performance of this CONTRACT there shall be no discrimination against any otherwise qualified handicapped applicant for or recipient of aid, benefits, or services, or any employee or other person on the basis of physical or mental handicap, in accordance with the Rehabilitation Act of 1973 as amended, the Americans With Disabilities Act or any applicable Department of Health and Human Services regulations.

The CONTRACTOR acknowledges, understands and agrees that this CONTRACT is not effective until it has received all requisite state government approvals, and the Hospital shall not begin performing work under this CONTRACT until notified to do so by the Department. The Hospital is not entitled to compensation for work performed prior to the effective date of the CONTRACT or the extension.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed by their officials thereunto duly authorized.

FOR THE DEPARTMENT:

Page Walley, Commissioner

Alabama Department of Human Resources

APPROVED AS TO PROGRAM CONTENT:

Faye Nelson, Director

Child Support Enforcement Division State of Alabama

FOR THE HOSPITAL:

Betty Fine Collins

President, Jefferson County Commission

APPROVED:

Bob Riley, Governor

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

Dec-26-2007-1647

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the Board of Trustees of the University of Alabama for the University of Alabama Hospital, The Health Care Authority for UAB Highlands, an Affiliate of UAB Health System d/b/a UAB Highlands and the University of Alabama Health Services Foundation, P.C. for referred in-patient and out-patient services to be performed at UAB facilities that are not provided at CGMH for FY07-08 in the amount of \$2,600,000.

2007-2008 PREFERRED PROVIDER AGREEMENT

Cooper Green Hospital

This is an Agreement between the Board of Trustees of the University of Alabama for the University of Alabama Hospital, The Health Care Authority for UAB Highlands, an Affiliate of UAB Health System DBA UAB Highlands (HOSPITAL) and the University of Alabama Health Services Foundation, P.C. (FOUNDATION) and The Jefferson County Commission d/b/a The Cooper Green Hospital (COUNTY).

I. RECITALS

1.1 COUNTY is duly licensed to do business in the State of Alabama and seeks to make quality health services available to its BENEFICIARIES

1.2 HOSPITAL is an acute care general hospital, duly licensed by the State of Alabama and accredited by the Joint Commission on the Accreditation of Healthcare Organizations.

1.3 FOUNDATION is a notforprofit professional corporation incorporated under the laws of the State of Alabama. The

FOUNDATION employs physicians who work in the HOSPITAL and are also members of the regular or parttime faculty of the School of Medicine or the School of Dentistry of the University of Alabama.

1.4 The HOSPITAL and FOUNDATION desire to contract with COUNTY in order to provide services to COUNTY'S BENEFICIARIES in a costeffective manner.

II. DEFINITIONS

2.1 COVERED SERVICES means those HOSPITAL and FOUNDATION SERVICES, not provided by COOPER GREEN HOSPITAL and its' medical staff, that will be provided to BENEFICIARIES at HOSPITAL, UAB Spain Rehabilitation Hospital, UAB Center for Psychiatric Medicine, The Kirklin Clinic, and other clinics of HOSPITAL and FOUNDATION located in HOSPITAL and FOUNDATION facilities. HOSPITAL and FOUNDATION will not be required to provide COVERED SERVICES to any BENEFICIARY that are not offered by HOSPITAL and FOUNDATION. COVERED SERVICES do not include HOSPITAL and FOUNDATION facilities, equipment, professional or technical services provided at COOPER GREEN HOSPITAL or other sites operated by COUNTY and provided under affiliation agreements between COOPER GREEN HOSPITAL or JEFFERSON CLINIC, P.C. and HOSPITAL or FOUNDATION. These contracts and agreements include but are not limited to the list shown as Attachment B. Obstetrical services are specifically excluded from this contract and no other wording or construction contained herein is intended to alter this exclusion.

2.2 BENEFICIARY means:

1. Indigent Jefferson County residents who are referred to HOSPITAL and FOUNDATION by COUNTY and its' medical staff and whose health care benefits are underwritten and administered by COUNTY.

2.3 PREPAYMENT is the prepaid reimbursement for COVERED SERVICES for the twelve month term of this Agreement. The PREPAYMENT will be paid by COUNTY on a quarterly basis with the first payment to be made in November 2006, or after all necessary approvals by both parties. This agreement is for a twelve month term, and the quarters will be defined as follows:

First Quarter will be October, November, and December 2007

Second Quarter will be January, February, and March 2008

Third Quarter will be April, May, and June, 2008

Fourth Quarter will be July, August, and September 2008.

The PREPAYMENT will be paid quarterly by COUNTY in two separate checks: one payable to the HOSPITAL and the other payable to the FOUNDATION. The initial PREPAYMENT will be a prospective payment based on actual BENEFICIARY utilization from the first six (6) months of the previous year's Agreement (October 1, 2006 through March 31, 2007). The PREPAYMENT for the initial term is shown on Attachment A and will be calculated in the same manner as subsequent prepayments as detailed in Notes on Attachment A.

2.4 REIMBURSEMENT: Reimbursement for covered services will be based on 32% of billed charges for FOUNDATION services and Medicaid Inpatient Per Diem rates and Medicaid Outpatient Fee Schedule for HOSPITAL Services. For Inpatient services the Medicaid Per Diem will be "Case Mix" weighted. The initial case mix weighting factor will be based on the previous contract period. The HOSPITAL will compute its overall Medicaid Inpatient case mix, excluding maternity obstetrical patients, solid organ and bone marrow transplants based on the most recently published CMS Medicare DRG relative weights. The COUNTY will compute its case mix based on BENEFICIARIES referred and admitted to HOSPITAL. The case mix weighted Per Diem will be calculated as follows:

HOSPITAL's Medicaid Per Diem	\$1,539.47
HOSPITAL's Medicaid Case Mix	1.798926306
COUNTY BENEFICIARY's Case Mix	2.397959184
Case Mix Weighted Per Diem (1539.4711.798926306x2.397959184) =	\$2,052.10

The case mix weighting factor for the first 6 months will be based on patient utilization experience from October 1, 2006 through March 31, 2007 of last year's Agreement using the same method described above and the first 6 months will be paid on this basis. The HOSPITAL's case mix weighting factor will be adjusted on April 1, 2008 based on the first 6 months utilization (October 1, 2007 through March 31, 2008) under this Agreement and the last 6 months (April 1, 2008 through September 30, 2008) HOSPITAL reimbursement will be based on the updated case mix weighting factor.

For Hospital Outpatient services reimbursement will be based on the Medicaid Fee Schedule. The calendar year inpatient daylimited Medicaid per diem and physician visit limitations do not apply to this Agreement. HOSPITAL and FOUNDATION will be reimbursed for each inpatient day for each patient covered under this Agreement. The calendar year outpatient visit limitation does not apply to this Agreement. HOSPITAL and FOUNDATION will be reimbursed for each inpatient and outpatient encounter for patients covered under this Agreement. Furthermore, the calculation for reimbursement for each physician within a specialty (such as Cardiology or RadOnc) will be determined by the services rendered by each individual physician to each individual patient covered under this Agreement.

2.5 Reconciliation and Adjustments: HOSPITAL and COUNTY will reconcile BENEFICIARIES referred to HOSPITAL and

FOUNDATION and billings received from HOSPITAL and FOUNDATION on a monthly basis. This monthly Reconciliation is to be completed 5 days prior to the end of the month following the month to be reconciled. Any adjustment required by the Reconciliation will be reflected in the next Quarterly Payment using the time frames defining Payment Quarters in Section 2.3 above. Adjustment includes reimbursement HOSPITAL and FOUNDATION may have received from any other third party payor for treatment of Beneficiaries treated by HOSPITAL and FOUNDATION under this Agreement. If such third party reimbursement should occur, HOSPITAL and FOUNDATION agree to credit same to COUNTY during the month following discovery of such reimbursement.

2.6 BENEFICIARY Referral Process & Reimbursement: Prior to a COUNTY BENEFICIARY referral to HOSPITAL and/or FOUNDATION for services not provided by Cooper Green Hospital, the HOSPITAL and/or FOUNDATION place of service to which the BENEFICIARY is being referred will receive an Authorization For Payment For Services form with unique treatment authorization Control Number from Cooper Green Hospital via fax which indicates:

- 1.) the BENEFICIARY is sponsored by COUNTY, and
- 2.) coverage for the physician visit or visits or HOSPITAL admission and that HOSPITAL and FOUNDATION will be reimbursed under the provisions of this Agreement.

2.7 Inpatient Treatment Length of Stay Procedure: For COUNTY sponsored inpatient BENEFICIARIES whose inpatient Length of Stay exceeds 7 days, HOSPITAL and/or FOUNDATION shall notify Cooper Green Hospital. Cooper Green Hospital shall issue written approval and an Authorization For Payment For Services form with unique treatment authorization Control Number. This Authorization For Payment For Services form with unique treatment authorization Control Number will be in addition to the Authorization For Payment For Services form and unique treatment authorization Control Number for the BENEFICIARY'S initial referral to HOSPITAL and FOUNDATION. If the Authorization For Payment For Services form with unique treatment authorization Control Number is not obtained by HOSPITAL and FOUNDATION for the inpatient treatment in excess of 7 days, COUNTY shall not be responsible to reimburse HOSPITAL and FOUNDATION for services rendered beyond the initial, approved 7 day inpatient stay.

2.8 Post Inpatient Discharge BENEFICIARY Referral to Cooper Green Hospital: At BENEFICIARY discharge for any inpatient treatment, the BENEFICIARY shall be referred to Cooper Green Hospital for all followup diagnostic tests and/or procedures. In the event the BENEFICIARY requires diagnostic tests and/or procedures that Cooper Green Hospital does not provide and HOSPITAL and/or FOUNDATION does provide, the BENEFICIARY will be referred to HOSPITAL and/or FOUNDATION. This referral shall be preceded by a new Authorization For Payment For Services form and unique treatment authorization Control Number and faxed to the HOSPITAL and/or FOUNDATION place of service. If the Authorization For Payment For Services form with unique treatment authorization Control Number is not obtained by HOSPITAL and/or FOUNDATION for the post discharge follow up diagnostic tests and/or procedures, COUNTY shall not be responsible to reimburse HOSPITAL and/or FOUNDATION for services rendered.

III. TERM AND TERMINATION

3.1 This agreement shall become effective for twelve(12) months beginning October 1, 2007 and ending September 30, 2008.

3.2 The terms of this Agreement shall apply to COVERED SERVICES that commence on or after the effective date of this Agreement.

3.3 This Agreement may be renewed for renewal terms of twelve (12) months upon the mutual written agreement of the parties, such agreement to be executed not later than thirty (30) days prior to the expiration of the then current term.

3.4 Either party reserves the right to terminate this agreement upon 30 days written notice with or without cause except that such termination can only occur effective the last day of any month.

IV. RESPONSIBILITIES OF HOSPITAL AND FOUNDATION

4.1 HOSPITAL and FOUNDATION will provide COVERED SERVICES to BENEFICIARIES in the same manner as those services are provided to all other HOSPITAL and/or FOUNDATION clinic patients and HOSPITAL and FOUNDATION shall not discriminate against any BENEFICIARIES in the provision of COVERED SERVICES.

4.2 HOSPITAL represents to COUNTY that at the time this Agreement is entered into, it possesses all licenses required by law to operate as a hospital in the State of Alabama; that it has been certified as meeting the Hospital Conditions of Participation for the Medicare program (Title XVIII of the Social Security Act of 1982, as amended); and that it is accredited by the Joint Commission on Accreditation of Healthcare Organizations. HOSPITAL agrees to maintain in good standing all such licenses, certification and accreditation during such period of time as this Agreement is in effect and COUNTY reserves the right to terminate this Agreement immediately upon notice in writing to HOSPITAL if HOSPITAL fails to do so. Upon request, HOSPITAL agrees to furnish COUNTY with successive copies of Joint Commission on Accreditation of Healthcare Organizations certificates when they are received by HOSPITAL.

4.3 HOSPITAL and FOUNDATION agree to update and submit to COUNTY, upon request, a roster of active physicians on staff with admitting privileges at HOSPITAL.

4.4 HOSPITAL and FOUNDATION agree that, upon termination of this Agreement for any reason, they will continue to provide

COVERED SERVICES for specific conditions for which BENEFICIARY was an inpatient at the time of such termination, until such patient is appropriately discharged from the HOSPITAL.

4.5 Subject to compliance with Article XI, HOSPITAL and FOUNDATION shall maintain for at least seven (7) years, or longer periods required by law, all records relating to COVERED SERVICES and shall make such records available for inspection and audit upon reasonable prior notice by COUNTY, the applicable PAYOR or governmental authorities having jurisdiction. Such access to records shall continue for a period of seven (7) years following termination or expiration of this agreement.

4.6 Upon written request and subject to any required patient consent, HOSPITAL and FOUNDATION agree to transfer a copy of the medical records of any BENEFICIARIES as requested subject to reimbursement of the maximum charge as set for in section 12216.1 of the Code of Alabama, which states that reasonable costs of reproducing copies of written or typed documents, or report shall not be more than one dollar (\$1.00) for each page of the first 25 pages, not more than 50 cents (\$.50) for each page in excess of 25 pages, and a search fee of five dollars (\$5.00). If the medical records are mailed to the person making the request, reasonable costs shall include the actual costs of mailing the medical records.

4.7 Notification: HOSPITAL and FOUNDATION will make best effort to immediately notify COUNTY of any sanctions or exclusions by any governmental agency against any individual or entity that provides services to COUNTY-referred patients under this Agreement. Failure to comply with this provision could result in forfeiture of any and all monies due for services provided by above referenced individual or entity from the date of the sanction/exclusion forward.

V. RESPONSIBILITIES OF COUNTY

5.1 COUNTY agrees to pay HOSPITAL and FOUNDATION in accordance with the provisions of Article VII.

5.2 COUNTY agrees to notify HOSPITAL and FOUNDATION at least thirty (30) days prior to (1) any reduction of COOPER GREEN HOSPITAL's staffed beds as compared to the staffed beds at the beginning of any twelve month term or (2) any elimination or phase out of a service specialty at COOPER GREEN such as Ob/Gyn, as compared to the service specialties at the beginning of any twelve month term.

VI. MARKETING, ADVERTISING AND PUBLICITY

6.1 None of the parties shall use either of the parties names, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without prior written notice from that party.

VII. PAYMENT AND BILLING

7.1 COUNTY shall arrange to pay HOSPITAL and FOUNDATION for the services specified in this Agreement at the amount specified in Attachment A which is hereby incorporated into this Agreement for all purposes.

7.2 HOSPITAL and FOUNDATION shall not bill BENEFICIARIES for the difference between the payments agreed to in this Agreement and HOSPITAL's and FOUNDATION's standard billed charges for COVERED SERVICES.

VIII. LIABILITY AND INSURANCE

8.1 HOSPITAL and FOUNDATION shall maintain a hospital and physician and patient relationship with all BENEFICIARIES receiving HOSPITAL and FOUNDATION services. COUNTY and HOSPITAL and FOUNDATION are each independent entities. Nothing in this Agreement shall be construed or be deemed to create a relationship of employee and employer or principal and agent or any relationship other than that of independent parties working with each other solely for the purpose of carrying out the provisions of this Agreement.

8.2 HOSPITAL and FOUNDATION and COUNTY at their sole expense, agree to maintain adequate insurance, or, in lieu of purchasing such coverage, HOSPITAL and FOUNDATION and COUNTY shall be selfinsured for professional liability and comprehensive general liability, and such other insurance, as shall be reasonably adequate to insure HOSPITAL and FOUNDATION and COUNTY and their employees against any event or loss which may impair the ability of HOSPITAL and FOUNDATION and COUNTY to fulfill their obligations as outlined in this Agreement.

IX. GENERAL PROVISIONS

9.1 Scope of Agreement; Governing Law; Amendment; Waiver

This Agreement, together with Attachment A and Attachment B, contains the entire Agreement between COUNTY and HOSPITAL and FOUNDATION. It shall be construed and governed in accordance with the laws of the State of Alabama. This Agreement may not be modified or amended except by mutual consent in writing by the duly authorized representatives of COUNTY and HOSPITAL and FOUNDATION. Waiver or breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.

9.2 Assignment and Subcontracting

No assignment or subcontracting of the rights, duties or obligations of this Agreement shall be made by any party without the express written approval of a duly authorized representative of the other parties.

9.3 Attorney's Fees

In the event that either COUNTY or HOSPITAL and FOUNDATION institutes any action or suit, to enforce the provisions of

this Agreement, the prevailing party shall recover costs and reasonable attorney's fees.

9.4 Confidentiality/Records Maintenance

COUNTY and HOSPITAL and FOUNDATION agree to keep confidential and to take all reasonable precautions to prevent the unauthorized disclosure of any and all records of the other party required to be prepared and/or maintained by this Agreement.

9.5 Bankruptcy and Insolvency

In the event that any party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to any proceedings under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then, at the option of the other party, this Agreement shall terminate immediately and be of no further force and effect.

9.6 Notices

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage prepaid, and shall be sent by certified mail, return receipt requested, to COUNTY and to HOSPITAL and FOUNDATION at the addresses below:

To COUNTY: Sandral Hullett, M.D.

Cooper Green Hospital
151 6TH Avenue South
Birmingham, AL 35233-1687

To HOSPITAL:

Pam Faust
Manager of Managed Care
UA Hospital
Liberty National Building
Suite 1500
Birmingham, AL 35294-2010

Henrietta Horton
Contract Administrator
UAB Managed Care Contracting
Bldg. 500, Suite 506
500 22nd St. So.
Birmingham, AL 35233

Robert H. Cofield, Dr. P.H.
AVP & COO
UAB Highlands
1201 11th Ave. So.
Birmingham, AL 35205

To FOUNDATION:

Patricia Pritchett
General Counsel
University of Alabama
Health Services Foundation, P.C.
Bldg 500, Suite 504
500 22nd St. So.
Birmingham, AL 35233

9.7 Authorization

Section 3.1 of this Agreement notwithstanding, this Agreement shall not be effective or binding on the parties hereto until executed by the properly authorized representatives of the COUNTY, HOSPITAL and FOUNDATION. The COUNTY, HOSPITAL and FOUNDATION each represent and warrant to the other parties that if necessary this Agreement has been properly approved by the governing board or body of the respective organization. Notwithstanding the execution by any other signatures on behalf of the HOSPITAL or the FOUNDATION, this Agreement shall not be binding on the HOSPITAL or the FOUNDATION until executed by the appropriately authorized person and approved by the HOSPITAL's and the FOUNDATION's respective Executive Officers.

9.8 Title Not to Affect Interpretation

The paragraph and subparagraph headings in the Agreement are for convenience only, and they form no part of this Agreement and shall not affect its' interpretation.

9.9 HIPAA

Regardless of any contrary provision(s) hereof, this Agreement may be amended in writing by HOSPITAL, FOUNDATION or COUNTY as reasonably required for compliance with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104191 (referred to in this Section as "HIPAA"), with any and all applicable regulations issued in any form under HIPAA, and with any amendment(s) to HIPAA and/or said regulations. HOSPITAL, FOUNDATION or COUNTY promptly shall provide the other parties a copy of an amendment made pursuant to this Section, and said amendment shall be effective as of the dates specified therein, or if no such date is specified, as of the date required for compliance with both HIPAA and the regulations referred to above in this Section.

9.10 Indemnification

The parties to this Agreement agree that each is an independent entity and each shall bear the risk of loss or liability occasioned by the acts or omissions of their respective employees, agents, representatives, and/or assigns. Each party further agrees to maintain in force during the term of this Agreement insurance or selfinsurance coverage insuring against losses and liabilities occasioned by the acts or omissions of their respective employees, agents, representatives, and/or assigns.

In witness whereof, COUNTY and HOSPITAL and FOUNDATION have executed this Agreement through a duly authorized

officer as of the date noted below.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA FOR THE

COUNTY

UNIVERSITY OF ALABAMA HOSPITAL

Bettye Fine Collins, President

David Hoidal

Jefferson County Commission

CEO UAB Health System

Michael R. Waldrum, M.D. (DATE)

COO - The University of Alabama Hospital

UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION, P.C.

Reid F. Jones

Executive Vice President - UAB Highlands

UAB HIGHLANDS

Robert H. Cofield, Dr. P.H. (DATE)

AVP & COO, UAB Highlands

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

Dec-26-2007-1648

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Retina Specialist of Alabama to provide retina testing services referred by CGMH for FY07-08 in the amount of \$10,000.

RETINA TESTING SERVICES RENEWAL AGREEMENT

This Retina Testing Services Renewal Agreement between the Jefferson County Commission, as the owner of Cooper Green Mercy Hospital, and the Retina Specialists of Alabama, LLC, renews the term of the Retina Testing Services Agreement dated December 1, 2006, and approved by the Jefferson County Commission on 3-13-07, MB 153, Page(s) 186-187, for an additional 12 months from October 1, 2007 through September 30, 2008, at the same rate of compensation as the original agreement.

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

JEFFERSON COUNTY COMMISSION

Bettye Fine Collins, President

RETINA SPECIALISTS OF ALABAMA, LLC

BY:

Its:

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

Dec-26-2007-1649

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Subaward Agreement between Jefferson County, Alabama and The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham to provide consulting, intellectual and data analysis services to fulfill the requirements of the Robert Wood Johnson Foundation Grant award for the CSI: Birmingham Grant in the amount of \$39,576.

Subaward Agreement

Institution/Organization ("Cooper Green ")

Institution/Organization ("COLLABORATOR")

Name: Cooper Green Hospital

Name: The Board of Trustees of the University of Alabama

Address: 1515 6th Avenue South, Room 325

for the University of Alabama at Birmingham

Birmingham, AL 35223

1530 3rd Avenue South
Medical Towers 502
Birmingham, AL 35294-4410

Prime Award No.
59741

EIN No.:
Subaward No.
NA

Awarding Agency
Robert Wood Johnson Foundation

CFDA No.
NA

Subaward Period of Performance	Amount Funded this Action	Est. Total (if incrementally funded)
December 1, 2006 thru November 30, 2008	\$39,576	NA

Project Title

CSI: Birmingham - A Culturally Sensitive Intervention Using Multi-Media Technology to Achieve Hypertension Control for Low-Income, Low-Literacy African Americans in Birmingham, Alabama.

Reporting Requirements (Check here if applicable: ___ See Attachment 4)

Addendum to the Subaward Agreement

Duties to be performed:

Dr. Sharina Person (PhD. Biostatistics) Associate Professor of Medicine and Biostatistics is Deputy Director for the CARDIA Coordinating Center and principle senior biostatistician for the UAB Division of Preventive Medicine Data Information and Statistics Core (DISC). She is the Director of the Center for Outcomes and Effectiveness Research and Education (COERE)'s Statistical Design and Analysis Unit and serves as the Statistician for the Center for Education and Research on Therapeutics of Musculoskeletal Disorders (CERTs). Dr. Person lugs expertise in statistical design and methodology. the application of various statistical modeling techniques and experience in Largescale collaborative research and the conduct of coordinating centers. She currently serves as the lead biostatistician on several large federallyfunded research grants including Deep South Partnership for Prevention of CVD Disparities (NHLBI)_ Promoting Cervical Cancer Prevention in Latina Inuiigrants (NCI). Internet Intervention for Improving Rural Diabetes (NIDDK). and Enhancing Parenting Skills Among HIV+ Mothers (NIMH) for the COERE and other UAB Centers. As Deputy Director of the CARDIA Coordinating Center. in addition to being involved iii the successfijl daytoday operations of the center she directly oversees all data management and statistical computing functions including data entry, quality control, statistical reviews. manuscript and data verifications as well as statistical analyses. She has coauthored numerous collaborative papers and will provide senior statistical expertise quid oversee all statistical. data management and quality assurance operations for the project.

Maribel Salas, MD, PhD. Dr. Salas will work with Dr. Allison in program design and evaluation and devote approximately 2.5% effort to this project. In particular, Dr. Salas brings expertise in measuring and improving hypertension medication adherence. Together. Drs. Salas and Allison have directed many of the scientific and logistical issues for the TRUST project and are now proposing to extend their joint efforts to CSI: Birmingham. In addition, Dr. Salas is an investigator for the UAB CARDIA study, and, as such, had gained considerable experience in implementing standardized protocols for blood pressure measurement.

Cheryl Holt, PhD. Dr. Holt will serve a consultant and will devote a minimum of fifty two hours annually to the project. As a clinical psychologist and researcher, Dr. Holt has particular expertise in developing and evaluating interventions to promote positive change in patient health behavior. Dr. Holt's expertise will prove invaluable in developing and refining the intervention. Dr. Holt's has also enhanced CSI: Birmingham by providing a robust set of mediating measurement tools, by which intervention uptake by participants may be ascertained. In addition, Dr Holt has expertise in psychometrics and patient survey.

Maria Pisu, PhD. Dr. Pisu directs the Economic Evaluation Unit of the UAB COERE. She will serve as a consultant, leading the economic evaluation and will devote a minimum of fifty two hours annually to the project. Dr. Pisu has designed the protocols for collection of cost data and will assist the team with implementing these protocols.

The total compensation will be \$39,576 over a two year period. UAB can allocate these funds as necessary.

The suggested allocation by UAB is as follows

Personnel:	Year One	\$16,751	Year Two	\$17,308	Total for two years	\$34,059
Other Costs:	Year One	\$917	Year Two	\$360	Total for two years	\$1,277
Indirect Costs	Year One	\$2,120	Year Two	\$2,120	Total for two years	\$4,240

To be billed monthly for services rendered to date.

By an Authorized Official of COOPER GREEN:

By an Authorized Official of COLLABORATOR:

Jane Fant, AVP for Sponsored Research

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

Dec-26-2007-1650

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and University of Alabama Health Services Foundation, PC - Dept. of Clinical Immunology and Rheumatology to provide physician diagnoses and treatment of patients at Cooper Green Mercy Hospital Rheumatology Clinic for FY07-08 in the amount of \$46,831.20.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made as of this 1st day of October, 2007, by and between the University of Alabama Health Services Foundation, P.C., on behalf of the Department of Medicine, Division of Clinical Immunology and Rheumatology ("Foundation"), an Alabama professional corporation, and Jefferson County, Alabama d/b/a Cooper Green Hospital ("Clinic") to provide the herein described services for the period October 1, 2007 through September 30, 2008.

WITNESSETH

WHEREAS, Foundation has physicians licensed to practice medicine in the State of Alabama; and

WHEREAS, the Clinic has a need for Foundation coverage to fulfill its patient care obligations desires to so contract with the Foundation.

NOW, THEREFORE, in consideration of the prenuses and mutual covenants herein set forth, it is agreed as follows:

1. Responsibilities of Foundation.

(a) The Clinic hereby engages Foundation to provide professional services and Foundation hereby accepts such engagement on the terms and conditions set forth in this Agreement. Foundation shall provide the Clinic with documentation of all services rendered hereunder in a form agreeable to the parties.

(b) In order to facilitate the Foundation's achievement of its goals and objectives, the Clinic and Foundation shall coordinate their activities, and Foundation shall inform the Clinic of any extended periods (i.e., one week or more) during which Foundation will be unavailable due to vacation, professional meetings, or other personal or professional commitments.

(c) Foundation's rheumatologists, with appropriate privileges at Cooper Green Hospital will provide the professional services contemplated herein.

(d) Foundation shall submit to Clinic copies of physicians) State medical license, controlled substances registrations (State and Federal), Board certification, current professional liability certificate of coverage, and current curriculum vitae.

(e) Foundation shall establish the actual hours when and how often Foundation's physician(s) shall make use of Clinic facilities but physician(s) will be expected to conduct each week a onehalf day (4 hour) Rheumatology Clinic for patients of the Clinic for the purpose of diagnosis and treatment of patients.

2. Term of Service. The term of this Agreement shall be for a period of twelve (12) months conunencing October 1, 2007 and ending

September 30, 2008, unless earlier tenrrinated as otherwise set forth herein.

3. Representations and Warranties. Foundation represents and warrants to the Clinic, upon execution and throughout the term of this Agreement, as follows:

(a) Foundation is not bound by an agreement or arrangement which would preclude it from entering into, or from fully performing the services required under this Agreement;

(b) Foundation's physician(s)' license to practice medicine in the State of Alabama or in any other jurisdiction has never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way;

(c) Foundation's physician(s) medical staff privileges at any health care facility have never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary rietion, or made subject to terms of probation or any other restriction;

(d) Foundation shall perform the services required hereunder in accordance with all ,applicable federal, state, and local laws, rules and regulations.

4. Independent Contractor. In performing the services herein specified, Foundation is acting as an independent contractor, and shall not

be considered an employee of the Clinic. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Foundation shall be liable for his/her own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits.

5. Practice of Medicine. It is agreed and acknowledged by the parties that, as an independent contractor, Foundation's physician(s) retain the right to engage in the private practice of medicine, and nothing in this Agreement shall be interpreted as limiting or restricting that right in any way. All medical care rendered by Foundation in performance of this Agreement shall be performed within the sole and independent judgment and discretion of the Foundation, subject only to appropriate laws, regulations, Medical Staff bylaws and the Clinic policies and procedures. All medical records, including all patient notes, reports, interpretations, consultations and other related information, are the sole property of the Clinic. Foundation shall be entitled to have access to such records during the term of this Agreement for the purpose of defending any threatened or pending litigation or threatened or actual proceeding of an insurer, administrative agency or similar governmental body; provided, however, after termination of this Agreement, Foundation shall only have access to such records pursuant to written patient authorization for defense purposes.

6. Compensation.

(a) Rate. For services provided to Paragraph 1(a) of this Agreement, on the tenth of each month the Clinic shall pay Foundation the sum of Nine Hundred FortyFive and 63/100 Dollars (\$945.63) per fourhour session. The maximum payable under this Agreement shall be Fortysix Thousand, Eight Hundred Thirtyone and 20/100 Dollars (\$46,831.20). Clinic should send the monthly payment to: Department of Medicine/ Rhemnatology, THT 417, Birmingham, Alabama 35294-0006.

(b) Clinic Services. The Clinic shall provide Foundation, while on duty, an appropriate area or space to be used for performance of duties under this Agreement, as required. The Clinic shall also provide Foundation with support services necessary to perform the duties required of Foundation under this Agreement.

7. Billing. Foundation shall not separately bill any patient or third-party payor for any services rendered pursuant to this Agreement. The compensation set forth herein shall be considered full payment to Foundation for all services rendered to patients under this Agreement. As a condition of this Agreement, Foundation hereby assigns to the Clinic any and all of Foundation's rights to bill and collect

for such services and appoints the Clinic as attorneyin fact for all matters relating to the billing and collection of such fees. Foundation agrees to cooperate with the Clinic in its billing efforts, including signing any documents necessary to authorize the Clinic to bill payors directly, and assisting with appeals to claim denials by thirdparty payors. Foundation's physician(s) will facilitate Clinic's obtaining a separate provider number so that activities performed by the physicians) can be billed by and for the Clinic.

8. Non-Discriminatory Policy. Both parties agree that all services rendered under this contract will be rendered without regard to race,

creed, color, sex, national origin, or handicap of resident and/or other staff involved.

9. Statement of Interest. The parties hereto agree that nepotism does not exist between either the Foundation or any member of the Jefferson County Con unission or the Chief Executive Office of the Clinic, nor are the parties hereto receiving pecuniary benefits other than those identified in the Agreement, and that there exists no conflict of interest or relationship between the parties hereto.

10. Confidentiality; Employees.

(a) Patient Information. Foundation shall not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the Clinic in writing, any patient or medical record information regarding Clinic patients, and Foundation shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the Clinic and Medical Staff, regarding the confidentiality of such information.

(b) Remedies. The parties agree that a breach or threatened breach of this Section 10 will cause irreparable harm to the Clinic for which monetary remedies alone are inadequate to compensate the Clinic. Foundation hereby agrees that these provisions shall be enforceable by injunction or other equitable processes in addition to any other legal remedies available, plus recovery by the Clinic of its reasonable attorneys fees and expenses incurred in enforcing these provisions. In the event that this Section 10 caruiot be given full effect as written, Foundation and the Clinic hereby agree and request that a court or arbitrator of competent jurisdiction modify, reduce, or otherwise reform this Section in such a fashion as to carry out the parties intent to grant the Clinic the maximum allowable protection consistent with applicable laws and facts.

11. Insurance. Foundation shall secure and maintain at all times during the term of this Agreement, professional or personal liability insurance in an amount of not less than \$1 million per occurrence/\$3 million arurual aggregate. Such insurance shall not be cancelable or coverage levels reduced except upon thirty (30) days prior written notice to the Foundation. Foundation shall provide the Clinic with a certificate evidencing such insurance coverage. Foundation agrees to notify the Clinic immediately of any material change in any insurance policy required to be maintained hereunder.

12. Access to Records. As an independent contractor of the Clinic, Foundation shall, in accordance with 42 U.S.C. § 1395x(v)(1)(I) and 42 C.F.R. Part 420, Subpart D § 420.300 et. sec., until the expiration of four (4) years of Medicare reimbursable services pursuant to this Agreement, upon proper written request, allow the Comptroller General of the United States, the Secretary of Health and Human Services, and their duly authorized representatives access to this Agreement and to Foundation's books, documents and records necessary to certify the nature and extent of costs of Medicare reimbursable services, provided under this Agreement. In accordance with such laws

and regulations, if Medicare reimbursable services provided by Foundation under this Agreement are carried out by means of a subcontract with an organization related to Foundation, and such related organization provides the services at a value or cost of \$10,000 or more over a twelve (12) month period, then the subcontract between Foundation and the related organization shall contain a clause comparable to the clause specified in the preceding sentence.

13. Termination.

(a) Termination Without Cause. After the conclusion of the Initial Term hereunder, either party may terminate this Agreement without cause by giving the other party at least ninety (90) days prior written notice.

(b) Termination for Breach. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for thirty (30) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

(c) Immediate Termination. This Agreement shall terminate immediately upon the occurrence of any the following events:

(i) the denial, suspension, revocation, termination, restriction, relinquishment, or lapse of Foundation's medical staff privileges at a hospital, or of Foundation's license to practice medicine in the State of Alabama or any other jurisdiction;

(ii) the termination, revocation, or restriction of Foundation physician(s) Drug Enforcement Agency number;

(iii) failure by Foundation to maintain the insurance required under Paragraph 9 of this Agreement;

(iv) exclusion from participation in the Medicare or Medicaid programs or other major thirdparty payer programs which is not corrected within thirty (30) days of the notice of exclusion; and

(v) Foundation's physician is convicted of a felony, theft or any crime involving moral turpitude or becomes addicted to, or excessively uses alcohol, drugs or other toxic or foreign agents which tend, in the reasonable judgment of the Foundation, to materially and adversely affect the performance of the duties and responsibilities to be performed by Foundation hereunder; provided, however, that the parties shall have the right to substitute an alternative physician as may be mutually agreed upon.

(d) Change in Law. Notwithstanding any other provision of this Agreement, if the governmental agencies (or their representatives) which administer Medicare and Medicaid programs, any other payer, or any other federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation, or if any court of competent jurisdiction renders any decision or issues any order, at any time while this Agreement is in effect, which prohibits, restricts, limits or in any way substantially changes the method or amount of reimbursement or payment for services rendered under this Agreement, or which otherwise significantly affects either party's rights or obligations hereunder, either party shall have the right within thirty (30) days after the change in law is issued to send written notice to the other party requesting that this Agreement be amended to the satisfaction of both parties to compensate for such prohibition, restriction, limitation or change. If a satisfactory compromise and amendment cannot be reached, this Agreement shall terminate as of midnight on the tenth (10th) day after said negotiations are terminated.

14. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

15. Amendments. This Agreement may not be amended or modified except by mutual written agreement.

16. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Alabama.

17. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

18. Referrals. The parties acknowledge and agree that none of the benefits granted foundation is conditioned on any requirement that he/she make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the Foundation. The parties further acknowledge that Foundation is not restricted from establishing staff privileges at any hospital, referring any service to, or otherwise generating any business for any other entity of his/her choosing.

19. Waiver. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

20. Notices. All notices hereunder by either party to the other shall be in writing and shall be deemed to have been served properly when delivered personally, or sent by registered mail, or when sent by overnight express, charges prepaid, addressed as follows:

to Foundation: University of Alabama Health Services Foundation, P.C.

Attention: General Counsel
500 22nd Street South, Suite 504
Birmingham, Alabama 35233

Copy to: Department of Medicine
Division of Clinical Immunology & Rheumatology
The University of Alabama at Birmingham
1825 University Blvd, SHEL 177D
Birmingham, Alabama 35294

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

or to such persons or places as either party may from time to time designate by written notice to the other.

21. Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement

22. Assignment: Binding Effect. This Agreement requires the personal services of the Foundation and any of his/her rights, duties or obligations under this Agreement shall not be assigned or transferred, in whole or in part, without the prior written consent of the Foundation. Any assignment or transfer by Foundation without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

23. No ThirdParty Beneficiaries. This Agreement is entered into for the benefit of the parties hereto and there shall be no third-party beneficiaries to this Agreement.

24. Severability.

(a) In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, this Agreement shall remain in full force and effect and enforceable in accordance with its terms disregarding such enforceable or invalid provision, except as provided below.

(b) In the event that a provision of this Agreement is rendered invalid or unenforceable as provided herein and its removal has the effect of materially altering the obligations or benefits to either party, the party so affected shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party provided that the party so affected exercises this right within thirty (30) days of the event giving rise to this Section 24(b).

25. Further Assurance. Foundation and the Clinic agree that each shall promptly and duly execute and deliver to the other such additional documents and assurances and take any and all other Fictions as either party may reasonably request in order to carry out the intent and purpose of this agreement.

26. Force Majeure. Neither party shall be liable or be deemed in breach of this Agreement for any failure or delay of performance which results directly or indirectly, from acts of God, civil or military authority, public disturbance, accidents, fires, or any other cause beyond the reasonable control of either party.

27. Miscellaneous.

(a) The parties acknowledge that the compensation contemplated herein is for direct professional services rendered and is not based upon the volume or value of referrals of any ancillary services that the physician may order.

(b) Verification and Audit. The Foundation shall have the right to, on an annual basis after the Clinic's fiscal year end, retain independent auditors to audit and verify Clinic's records upon which payments to the Foundation were based. The contract audit will be conducted at the Foundations expense.

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

UNIVERSITY OF ALABAMA HEALTH
SERVICES FOUNDATION, P.C.

Reid F. Jones
Executive Vice President
Edward Abraham, M.D.
Chairman
UAHSF Department of Medicine

ACKNOWLEDGED:

David Hoidal
CEO, UAB Health System

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President
Jefferson Count Commission
Robert H. Carter, M.D., Division Director
Division of Clinical Immunology and Rheumatology

Sandra Hullett, M.D., CEO, Medical Dir.
Cooper Green Hospital

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

Dec-26-2007-1651

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

between Jefferson County, Alabama and George Washington Carver High School for Cooper Green Mercy Hospital to provide clinical observational experiences for students.

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

Dec-26-2007-1652

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and South University for Cooper Green Mercy Hospital to provide clinical education for Physical Therapist Assistant students.

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

Dec-26-2007-1653

WHEREAS, the Consolidated Plan regulations at 24 CFR 91.520 require grantees to provide a summary of progress in carrying out the strategic plan and action plan components of the Consolidated Plan through Consolidated Annual Performance and Evaluation Reports; and

WHEREAS, the Annual Performance and Evaluation Report contains a summary of resources and programmatic accomplishments, the status of actions taken during the year to implement our overall strategy, and a self-evaluation of progress made during the past year; and

WHEREAS, Jefferson County is a recipient of CDBG, HOME, and ESG entitlement funds and has certified that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of such funds;

NOW THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President of the Commission, Bettye Fine Collins is authorized to sign the Consolidated Annual Performance and Evaluation Report [CAPER] for Program Year 2006.

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

Dec-26-2007-1654

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. STC-07, Amendment to Financial Assistance Award between Jefferson County, Alabama and U. S. Department of Commerce - Economic Development Administration which replaces the Revolving Loan Fund Standard Terms and Conditions, dated September, 2002, with the October 9, 2007 revision.

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

Dec-26-2007-1655

WHEREAS, the Product Review Committee (PRC) was originally established in 1995 by the Environmental Services Department (ESD) to advise the Department on sewer rehabilitation products; and

WHEREAS, the Jefferson County Commission adopted Resolutions in April and July, 2005 formally recognizing and restructuring the PRC; and

WHEREAS, the PRC has served an important role to the County throughout the sewer rehabilitation effort mandated in the federal consent decree; and

WHEREAS, the sewer rehabilitation work mandated in the federal consent decree has been completed; and

WHEREAS, sewer rehabilitation projects now being undertaken by the County are smaller in size and less frequent than during the consent decree program; and

WHEREAS, because the County is undertaking fewer sewer rehabilitation projects, the PRC is receiving fewer product applications of potential benefit to the County; and

WHEREAS, the extra County members of the PRC bear certain costs and expenses for participation and administrative time devoted to PRC tasks; and

WHEREAS the PRC members have collectively opined that the PRC could serve a continuing valuable service to the County but that the ongoing functions could be provided by a group of professionals smaller than the current twelve (12) members;

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that PRC Operating Guidelines as adopted by Commission Resolution on April 26, 2005 are revised and amended as described below and hereby approved:

1. Membership of the Product Review Committee (PRC) is reduced from twelve (12) to five (5) positions.
2. Positions 1 through 3 will be appointed by the Director of Environmental Services from ESD staff, with at least one (1) representative from the engineering staff and one (1) representative from a collection system operations division.
3. Position 4 will be appointed by the Commissioner of Environmental Services; shall be a representative of the consulting engineering community; shall have experience pertinent to the mission of the PRC; and shall be a registered Professional Engineer.
4. Position 5 will be appointed by the Greater Birmingham Home Builders Association (GBHBA); and shall have experience pertinent to the mission of the PRC.
5. For continuity on the PRC during this transition, current PRC member will be eligible for appointment to the restructured PRC.
6. All appointments will be subject to ratification by vote of the Jefferson County Commission.
7. Positions will be replaced on a staggered schedule; the initial term for Position 1 will expire on January 1, 2009; for Positions 2 and 5, on January 1, 2010; and for Positions 3 and 4, on January 1, 2011; thereafter, all terms will be nominally three (3) years, expiring on January 1 of the third year.
8. By October 1 preceding an upcoming term expiration, or pursuant to the resignation or removal of a member, the PRC will notify the appointing entity in writing requesting a replacement for a position opening; however, a member whose term has expired will be allowed to retain his or her position on an interim basis until the appointing entity makes a replacement appointment and until such appointment is ratified by vote of the Jefferson County Commission.
9. Members having completed a term of service are not eligible for reappointment to the position or appointment to another position; except that members appointed to complete the unexpired term of a member who has resigned or been removed will be eligible for appointment for a subsequent complete term.
10. PRC members will be reimbursed for reasonable travel expenses incurred in the process of evaluating product applications, in a manner consistent with that established for County employees.
11. As the PRC serves in an advisory role to the Commission, it follows that PRC approval of any product or process is not equivalent to Commission approval, as conflicts may exist with adopted County specifications. Only after PRC-approved products have been recognized in or incorporated into Commission-adopted specifications is a product or process considered to be accepted by the County.
12. All other provisions of the "PRC Operating Guidelines" as adopted by Commission RESOLUTION on April 26, 2005 and which are not affected by these revisions and amendments shall remain in effect.

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

AMENDMENT NO. 3 TO THE
JEFFERSON COUNTY COMMISSION
NOVEMBER 14, 2006
RESOLUTION OF ORGANIZATION

WHEREAS, Larry Langford, Commissioner District No. 1, resigned from the Jefferson County Commission on November 13, 2007; and

WHEREAS, George F. Bowman was duly appointed by the Governor of Alabama to fill the unexpired term of former Commissioner Langford and was sworn in and took office on November 21, 2007.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Jefferson County Commission November 14, 2006 Resolution of Organization is hereby further AMENDED as follows:

1. All references to the name of Larry Langford are hereby deleted.
2. The name of George F. Bowman is hereby substituted as the duly appointed Commissioner of District No. 1.
3. George F. Bowman is hereby designated as the Commissioner of the Department of Health and Human Services.
4. The Organization Chart (Exhibit A) to the Resolution of Organization as amended by Resolution August 21, 2007, at Minute Book 154, Page 204, is hereby further amended to designate George F. Bowman as the Commissioner of the Department of Health and Human Services.
5. The Office of Senior Citizen Services is moved from the Department of Finance and General Services to the Department of Health and Human Services.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Organization Chart as amended hereby is attached hereto as Exhibit A and is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that this Amendment shall become effective at 12:01 a.m., January 1, 2008.

There is attached hereto an Organization Chart (Exhibit A) identifying the respective offices, divisions and sections making up each Department.

Jefferson County Commission				
Comm. Collins	Comm. Humphries	Comm. Carns	Comm. Bowman	Comm. Smoot
<u>Finance and General Services</u>	<u>Roads & Transportation</u>	<u>Environmental Services</u>	<u>Health & Human Services</u>	<u>Information Technology</u>
Finance Department	Highway Administration	Environmental Services Administration	Jefferson Rehabilitation & Health Center	Information Technology
BMO	Highway Design	Sanitation Engineering &	Cooper Green Mercy Hospital	
Human Resources	Highway Right of Way	Construction	Coroner	
Family Court	Highway Engineering & Construction	Sewer Plants	Laundry	
General Services	Camp Bessemer	Labs	Office of Senior Citizen Services	
Building Services	Camp Ketona	Landfills		
Elections	Traffic Engineering	Sewer Billing		
Printing	Fleet Management	Board of Registrars		
Construction &	Land Development	Community & Economic Development		
Communications	Inspection Services	Workforce Development		
Minutes Clerk	EMA			
Public Information Officer				
Purchasing				
Revenue				
	<u>Joint Responsibility</u>			
	County Attorney		<u>Non-County/Non-Departmental</u>	
	Elected Department Heads and Officials		Law Library	
	Tax Assessor		Farm Agent	
	Assistant Tax Assessor		State Courts	
	Tax Collector		Pension Board	
	Assistant Tax Collector		Personnel Board	
	Probate Court		Board of Equalization	
	Treasurer		District Attorney	
	Deputy Treasurer		Bessemer District Attorney	
			Sheriff	

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

WHEREAS Jerry Harrison desires to serve on the Jefferson County Board of Zoning Adjustments.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Jerry Harrison is hereby appointed to serve on the Jefferson County Board of Zoning Adjustment for the period of three years effective January, 2008 through December, 2010.

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

Dec-26-2007-1658

WHEREAS, the implementation of the SAP ERP 2005 Software has been completed to include all deliverables as provided by the subject agreement; and

WHEREAS, the ERP Core Team accepted said deliverables and recommended the system "go-live" on July 16, 2007. and now recommends that the applicable Performance Bond be released.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the ERP Core Team the Performance Bond of BearingPoint, Inc. regarding RFP No. 23305 is hereby RELEASED.

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

Dec-26-2007-1659

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Change Orders to the Agreements between Jefferson County, Alabama and the following companies for the MRI addition to the Cooper Green Hospital Renovations, Phase 2 - 22 project:

- (a) Change Order No. 1 - Gwinnett Sprinkler Company - fire protection portion - \$2,060.
- (b) Change Order No. 2 - H & M Mechanical, Inc. - HVAC/plumbing portion - \$22,212
- (c) Change Order No. 1 - ARC, Inc. - asbestos abatement portion - \$1,150
- (d) Change Order No. 1 - Bonitz Flooring Group - soft flooring portion - \$494
- (e) Change Order No. 1 - Flame Tech Firestop Systems - firestopping portion - \$600
- (f) Change Order No. 1 - Marathon Electrical Contractors - electrical portion - \$44,819
- (g) Change Order No. 2 - MJ Harris - general trades portion - \$248,953

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

Dec-26-2007-1660

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to accept the grant from The Alabama Department of Economic and Community Affairs in the amount of \$25,638.00 to be used for the StrongGirls Programs, a gender specific program for court involved females at Jefferson County Family Court.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Gateway to provide short-term residential care to adolescents in need of emergency shelter in the amount of \$10,000.

CONTRACT NO. 32-08

CONTRACT

THIS AGREEMENT entered into this 1st day of December, 2008, by and between Jefferson County, Alabama, hereinafter called "the County", and GATEWAY, hereinafter called "the Contractor". The effective date of this agreement shall be December 1, 2008.

WHEREAS, the County desires to contract for services for 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. 32-08, dated October 25, 2007, the terms of which are included herein by reference. The Contractor shall provide short term residential care for adolescents in need of emergency shelter. Referrals will come from Family Court of Jefferson County. Referrals can be made 24 hours a day through Intake or Probation Services of Family Court. Staff will oversee the day to day activities and provide structure for the residents. A summary of the resident's placement will be completed and forwarded to Family Court, upon discharge from the agency. The profiles of the children to be served are as follows:

- Both male and female ages 12 - 17
- Interstate and inter county runaways Juveniles referred for domestic violence infractions that are not judged dangerous and, therefore, not appropriate for secure detention
- Juveniles on beyond control or runaway complaints and judged to be in immediate need of intervention

While in the program the Contractor shall provide the following:

- Shelter with basic needs
- Structured daily activities
- Basic living skills
- Case management
- Medical services (if needed)
- Recreation
- Counseling (as needed)

Documentation regarding the placement will be provided to Family Court. The documentation may include any behavioral problems, visits or other pertinent information regarding the placement. Recommendations will also be provided regarding follow-up services needed.

The adolescent will be placed in a less restrict environment for 72 hours to assess his/her needs. The outcome expected to be achieved is: 1) immediate assessments of the adolescent's needs. 2) Swift return home or to a less restrictive environment if home is not an option. 3) The involvement of community resources as needed.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PREFORM WORK:** The Contractor shall be available to render short term

crisis intervention shelter 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 September 30, 2008 with option for annual renewal by mutual agreement for two additional one-year periods.

4. **COMPENSATION:** The Contractor shall be compensated for services rendered at a cost of \$174.00 per diem per juvenile referred to them by Family Court upon submission of a monthly invoice containing names of juveniles referred, name of the court officer referring, number of days in care, admission date and discharge date.

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

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

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

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

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

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

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

CONTRACTOR:	JEFFERSON COUNTY, ALABAMA
E. James Loop, Executive Director	Bettye Fine Collins, President
GATEWAY	Jefferson County Commission

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

Dec-26-2007-1662

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama (Family Court) and State of Alabama Department of Human Resources for reimbursement for administrative support staff in the processing and collection of Title IV - D case filings and collection. The estimated total cost to be \$543,217 and estimated reimbursement to the County to be \$358,523.

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

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

Dec-26-2007-1663

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a renewal agreement between Jefferson County, Alabama and Nurse Advocacy Care & Medical Staffing to provide temporary nursing personnel as needed for FY07-08 - subject to Personnel Board approval.

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 Nurse Advocacy Care & Medical Staffing., 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) 505-507, 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

By:

Its:

APPROVED _____ DENIED _____ BY THE JEFFERSON COUNTY PERSONNEL BOARD DATE

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

Dec-26-2007-1664

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a renewal agreement between Jefferson County, Alabama and Element Health, Inc. to continue providing dietary consulting, education training and clinical coverages as needed to Jefferson Rehabilitation & Health Center for FY07-08 in the amount of \$50,000 - subject to Personnel Board approval.

DIETARY CONSULTING RENEWAL AGREEMENT

This Dietary Consulting Renewal Agreement between the Jefferson County Commission through Jefferson Rehabilitation & Health Center and Element Health, Inc. renews the term of the Dietary Consulting Agreement which was approved by the Jefferson County Commission on 7/5/05, MB 148, Page(s) 430-432, 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

By:

Its:

APPROVED _____ DENIED _____ BY THE JEFFERSON COUNTY PERSONNEL BOARD DATE

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

Dec-26-2007-1665

WHEREAS, the Birmingham-Jefferson County Transit Authority ("BJCTA") desires to amend Paragraph 15 of the Certificate of Incorporation of said Authority to provide that the Transit Advisory Committee membership will be adjusted from twenty-one (21) members to twenty-nine (29) members, the members representing neighborhoods, civic, community, business and governmental interests. The Cities of Hoover, Vestavia Hills, Midfield and the University of Alabama at Birmingham shall be added as members of the TAC. In the event additional memberships are added to the TAC, the City of Birmingham shall be allotted such additional TAC memberships as necessary to maintain a majority of the TAC appointments.

WHEREAS, the Certificate of Incorporation of the Birmingham-Jefferson County Transit Authority may be amended pursuant to Section I 149135 of the Code of Alabama and Section 6 of Act 9 33 of the 1971 regular session of the Alabama Legislature as amended; and

WHEREAS, the Board of Directors of the BJCTA has duly adopted a Resolution proposing the Amendment to Paragraph 15 of the Certificate of Incorporation attached hereto and have duly applied in writing to the Birmingham City Council and the Jefferson County Commission to approve said amendment;

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the following amendment of Paragraph 15 of the Certificate of Incorporation of the Birmingham-Jefferson County Transit Authority be and is hereby approved:

- (15) Transit Advisory Committee. There shall be a Transit Advisory Committee consisting of twenty-nine members who shall be appointed as follows: fifteen by the governing body of the City of Birmingham; one each by the governing bodies of the cities of Mountain Brook, Homewood, Bessemer, Tarrant, Fairfield, Irondale, Brighton, Vestavia Hills, Hoover and Midfield, Alabama; one by the governing body of the University of Alabama at Birmingham; and three by the governing body of the County. In the event additional memberships are added to the TAC, the City of Birmingham shall be allotted such additional TAC memberships as necessary to maintain a majority of the TAC appointments. Each of the members of the Transit Advisory Committee appointed by the governing body of a municipality shall be a duly qualified elector of the municipality by the governing body of which he or she is appointed. Each of the members of the Transit Advisory Committee appointed by the governing body of the County shall be a duly qualified elector of the County and a resident of the unincorporated area of the County. The member of the Transit Advisory Committee appointed by the governing body of the University of Alabama at Birmingham shall be a member of the faculty or staff of the University of Alabama at Birmingham. The Authority shall take such action as shall be necessary to keep the Transit Advisory Committee informed of the affairs of the Authority. The Board of Directors of the Authority and the Transit Advisory Committee shall meet together at least once every six months at such time and place as shall be mutually agreeable; provided, however, that no failure of the Authority to give notice to the Transit Advisory Committee or to any member thereof of the time, place and purpose of any meeting of the Board of Directors of the Authority shall affect in any manner the validity of such meeting. During the time that a governmental entity's contract with or financial contributions to the Authority are not current, the status of that entity's TAC representative or representatives shall be nonvoting until such time as the entity's contract or financial contributions are current.

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

Dec-26-2007-1666

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation

Date: December 17, 2007
Purpose: Pay Mark Ward for Acquired Right-of-Way - 0.1 acres (more or less) Topics VII- Site 1 - Project
No. STPBH-7165(001) -Tract No. 11 Mt. Olive Road (Newfound Road, Brookside Road Intersection)
Site Address: 3236 Mt. Olive Road
Alan Dodd Agent
Price: \$3,500.00
Pay to the order of: Mark Ward
Mailing Address: 1609 Kathy Lane
Fultondale, AL 35068
Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.961.D
Check Delivery Code 41

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

Dec-26-2007-1667

RESOLUTION AUTHORIZING CONDEMNATION OF THE FOLLOWING DESCRIBED PROPERTIES
FOR THE PUBLIC PURPOSES SPECIFIED

BE IT RESOLVED BY THE JEFFERSON COUNTY Commission that the said Commission finds, determines, declares and hereby orders that:

1. The Public interest and necessity require the acquisition, construction and completion by Jefferson County, Alabama of a public improvement, namely Chalkville Road and Green Drive Topics Phase VII Site 6 - (STPBH-9802(75) Tracts 1, 7, and 10. The public interest and necessity require the acquisition of said improvement of the real property, or interest in real property hereinafter described.

2. It is necessary and in the public interest for Jefferson County, Alabama to construct, install and maintain Chalkville Road and Green Drive Topics Phase VII Site 6 (STPBH-9802(75) Tracts 1, 7, and 10 in, over, on or under the hereinafter described lands, and the right to remove all improvements, trees, undergrowth and other obstructions situated on said lands, and also the right-to-enter upon said lands for the purpose of constructing, maintaining and repairing the said public improvement constructed or installed thereon, thereover, or thereunder.

3. That the County Attorney of Jefferson County hereby is, authorized, directed and empowered:

(a) To prepare, institute and prosecute for and in the name of Jefferson, County Alabama, condemnation proceedings pursuant to the constitution and statutes of the State of Alabama against the persons hereinafter named and the property hereinafter described and any and all other persons who own or are reputed to own, claim or assert any right, title or interest in or to the herein described property.

(b) To prepare, secure, execute and file any bonds necessary for security for costs or to obtain a right-of-entry to said property pending final disposition of said cause, and to appeal from any other of condemnation that may be entered in the Probate Court of Jefferson County, Alabama to the Circuit Court of Jefferson County, Alabama in respect to any parcel in the event any award made in the Probate Court in said cause as to said parcel may in the opinion of this Commission be excessive.

4. The property or interest in property which said County Attorney is by this Resolution authorized and directed to acquire for said public use is situated in Jefferson County, Alabama and the owner or owners of said property or the claimants of some right, title or interest therein are set out below, each of said individual persons so named being over the age of twenty-one (21) years, a resident of Jefferson County, Alabama and each corporation named being an Alabama Corporation unless otherwise specifically set out, each said party residing or having its principal place of business at the address set opposite their names.

Said proceedings to acquire and obtain for Jefferson County, Alabama an easement or right-of-way to install, construct and maintain Chalkville Road and Green Drive Topics Phase VII Site 6 STPBH-9802(75) Tracts 1, 7, and 10 in, over, upon or under the following described lands and the right to remove all improvements, trees, undergrowth or other obstruction situated on said property, and the right to prevent any person from placing or maintaining any obstruction of said lands and also the right to enter upon said lands for the purpose or constructing, maintaining, and repairing the public improvements installed or construction on, under, upon said lands described as follows:

CHALKVILLE ROAD #327 @ GREEN DRIVE
#323 AND PINEVIEW ROAD

Chalkville LLC

Tract No. 1

Commence at the SW corner of the NW ¼ of the SE ¼ of Section 14, Township 16 South, Range 1 West and run Northerly along the West line of said quarter-quarter section a distance of 438.9 feet; thence turn an angle of 88° 05' 07" to the left and run Westerly a distance of 28.69 feet to the Point of Beginning of a curve to the right having a central angle of 4° 09' 03" and a radius of 1640.42 feet; thence run Westerly along arc of said curve a distance of 77.2 feet; thence turn right an angle of 81° 45' 37" tangent to said curve and run Northwesterly a distance of 10 feet to the Point of Beginning of a Right-of-Way of variable width being bounded on the Southwesterly side by the existing Right-of-Way of Chalkville Road and Green Drive and being bounded on the Northeasterly side by the Easterly property line of Grantor; thence continue along last described course in a Northwesterly direction a distance of 46.4 feet to the Point of Beginning of a curve to the right having a central angle of 16° 23' 08.354" and a radius of 1148.29 feet; thence run Northerly along arc of said curve a distance of 28.6 feet. At this point the Right-of-Way is bounded on the Northeasterly side by line lying 75 feet Easterly of at this point and reducing to a point 62 feet Easterly of the following described line 98.4 feet ahead; thence continue along arc of aforementioned curve in a Northerly direction a distance of 98.4 feet. At this point the Right-of-Way is bounded on the Easterly side by a line lying 62 feet Easterly of and parallel to the following described line; thence continue along arc of aforementioned curve in a Northerly direction a distance of 131.23 to the end of this Right-of-Way.

Also a temporary construction easement more particularly described as follows

Commence at the SW corner of the NW ¼ of the SE ¼ of Section 14, Township 16 South, Range 1 West and run Northerly along the West line of said quarter-quarter section a distance of 438.9 feet; thence turn an angle of 88° 05' 07" to the left and run Westerly a distance of 28.69 feet to the Point of Beginning of a curve to the right having a central angle of 4° 09' 03" and radius of 1640.42 feet; thence run Westerly along arc of said curve a distance of 77.2 feet; thence turn an angle to the right of 81° 45' 37" tangent to said curve and run Northwesterly a distance of 56.4 feet to the Point of Beginning of a curve to the right having a central angle of 16° 23' 08.354" and a radius of 1148.29 feet; thence run Northerly along arc of said curve a distance of 258.2 feet to the Point of Beginning of a temporary construction easement of variable width being bounded on the Westerly side by the existing Easterly Right-of-Way line of Green Drive and bounded on the Easterly side by a line lying 46 feet Easterly of and parallel to the following described line; thence continue along the arc of aforementioned curve in a Northerly direction a distance of 13 feet, more or less, to a Westerly extension of Grantor's Northerly property line and the end of this temporary construction easement.

All of said Right-of-Way and temporary construction easement lies in the NE ¼ of the SW ¼ of Section 14, Township 16 South, Range 1 West and the Right-of-Way contains 0.33 acres, more or less, and the temporary construction easement contains 0.005 acres more or less.

The temporary construction easement will terminate upon the completion and acceptance of said project and thereafter will constitute no cloud on the title of Grantor

CHALKVILLE ROAD #327 @ GREEN DRIVE
#323 AND PINEVIEW ROAD

Floy E. H. Martin

Tract No. 7

Commence at the SW corner of the NW ¼ of the SE ¼ of Section 14, Township 16 South, Range 1 West and run Northerly along the West line of said quarter-quarter section a distance of 438.9 feet; thence turn an angle of 91° 54' 53" to the right and run Easterly a distance of 282 feet to the Point of Beginning of a curve to the right having a central angle of 36° 28' 34.4" and a radius of 656.17 feet; thence run Southeasterly along arc of said curve a distance of 52.67 feet to the Point of Beginning of a Right-of-Way of variable width being bounded on the Southwesterly side by the Northeasterly existing Right-of-Way line of Chalkville Road and bounded on the Northeasterly side by a line being 60 feet Northeasterly of the following described line; thence continue along the arc of aforementioned curve in a Southeasterly direction a distance of 176 feet to the end of this Right-of-Way.

All of said Right-of-Way lies in the NW ¼ of the SE ¼ of Section 14, Township 16 South, Range 1 West and contains 0.04 acres, more or less.

CHALKVILLE ROAD #327 @ GREEN DRIVE
#323 AND PINEVIEW ROAD

Clifford J Balzli, Sr

Tract No 10

Two parcels of Right-of-Way more particularly described as follows:

Parcel No 1

Commence at the SE corner of the NE ¼ of SW ¼ of Section 14, Township 16 South, Range 1 West and run Northerly along the East line of said quarter-quarter section a distance of 438.9 feet; thence turn an angle of 88°05'07" to the left and run Westerly a distance of 28.69 feet to the Point of Beginning of a curve to the right having a central angle of 4°09'03" and a radius of 1640.42 feet; thence run Westerly along arc of said curve a distance of 77.2 feet; thence turn an angle of 98°14' 23" to the left from tangent of said curve and run Southerly a distance of 23 feet to the Point of Beginning of a Right-of-Way of variable widths being bounded on the Easterly side by the existing Westerly Right-of-way line of Pineview Road and bounded on the Westerly side by a line lying 65 feet Westerly of and parallel

to the following described line; thence continue on last described course in a Southerly direction a distance of 13.57 feet to the Point of Beginning of a curve to the right having a central angle of 49°41'15.8" and a radius of 410.1 feet; thence run Southerly along arc of said curve a distance of 185 feet to the end of this parcel of Right-of-Way.

Parcel No 2

Commence at the SE corner of the NE ¼ of the SW ¼ of Section 14, Township 16 South, Range 1 West and run Northerly along the East line of said quarter-quarter section a distance of 438.9 feet; thence turn an angle of 88°05'07" to the left and run Westerly a distance of 28.69 feet to the Point of Beginning of a curve to the right having a central angle of 4°09'03" and a radius of 1640.42 feet; thence run Westerly along the arc of said curve a distance 118.84 feet to the end of said curve; thence run Westerly along extended tangent of said curve a distance of 13.65 feet to the Point of Beginning of a Right-of-Way of variable widths being bounded on the Northerly side by the existing Northerly Right-of-way line of Chalkville Road and bounded on the Southerly side by a line lying 65 feet Southerly of at this point and reducing to a point 37.7 feet Southerly of the following described line 13 feet ahead; thence continue Westerly a distance of 13 feet. At this point the Right-of-way begins to decrease from a point 37.7 feet Southerly to a point 34.5 feet Southerly of the following described line 82.02 feet ahead; thence continue on last described course in a Westerly direction a distance of 82.02 feet to the end of this parcel of Right-of-Way.

All of said Right-of-way lies in the NE ¼ of the SW ¼ of Section 14, Township 16 South, Range 1 West and contains 0.14 acres more or less.

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

Dec-26-2007-1668

A RESOLUTION RETIRING ONE COUNTY UNIT
AND PLACING ONE RETIRED COUNTY UNIT BACK INTO SERVICE

WHEREAS, the County Fleet Manager has determined that unit B993219 be retired due to condition of the unit.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that retired unit, B981594, be placed back into service replacing the above referenced unit for use by the Environmental Services Bio Solids Sewer Plant.

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

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

Dec-26-2007-1669

ORDINANCE NUMBER 1782
AN ORDINANCE OF THE JEFFERSON COUNTY COMMISSION
TO PROHIBIT ANY PERSON FROM DRIVING ANY TRUCK,
THAT EXCEEDS 16 TONS, ON SADDLE CREEK PARKWAY
IN JEFFERSON COUNTY, ALABAMA

BE IT ORDAINED BY THE JEFFERSON COUNTY COMMISSION as follows:

Section 1. It shall be unlawful for any person to drive any truck that exceed 16 tons, on that part of Saddle Creek Parkway lying within Jefferson County and outside the corporate limits of any municipality as hereinafter stated:

Saddle Creek Parkway

(From Alabama Highway 119 To The County Line)

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

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

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

Jefferson County, Alabama.

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

Dec-26-2007-1670

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-2006-077 Western Steel, Inc., owner; Gerald D Colvin, Jr., agent. Change of Zoning on Parcel ID# 30-32-1-1-part of 1 in Section 32 Twp 18 Range 4 West from C-2 (Outdoor Amusement) to I-2 (Heavy Industrial) for compliance for pipe storage area for existing business on adjoining property. (Site Only: 2861 Brooklane Drive, Hueytown, AL 35023) (HUEYTOWN) (25.8 Acres M/L)

Rezoning to be contingent on a hydrologic study being submitted to and accepted by the Jefferson County Department of Land Development.

RESTRICTIVE COVENANTS: 1. property to be used for pipe storage only, with no active manufacturing or fabricating allowed; 2. there shall be no direct access to or from this property to Vista Lane and only emergency access shall be permitted to Brookland Drive until such time as Brookland Drive is widened to four lanes; 3. the property owner shall maintain continuous fencing along the south, west and north property lines, including whatever repair and/or additional installation may be necessary to secure the property; and, 4. the property owner shall install and maintain, in perpetuity, a minimum 25-foot wide planted buffer along the entire length of the west (Brooklane Drive) and south (Vista Lane) property lines, and said buffer to be approved by the Director of Land Development; 5. the zoning of this property shall revert back to its existing zoning, C-2 (Commercial) if the buffer required hereinabove is not completely and properly installed in accordance with the plan approved by the Director of Land Development within two years (October 17, 2008).

Motion was made by Commissioner Bowman seconded by Commissioner Carns that Z-06-077 be approved. Voting "Aye" Bowman, Carns, Collins and Humphryes.

Dec-26-2007-1671

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the lawsuit styled Allstate Insurance Company v. William Leon Pharris, Jr., et al., Case No. SM 07-901282, in the amount of One Thousand Five Hundred Fifty Five and 55/100 (\$1,555.55) 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 Allstate Insurance Company and Zack Azar, Attorney in the amount of \$1,555.55 and forward it to the County Attorney for disbursement.

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

Dec-26-2007-1672

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of ALFA Insurance in the amount of Five Thousand Eighty Two and 92/100 (\$5,082.92) 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 ALFA Insurance in the amount of \$5,082.92 and forward it to the County Attorney for disbursement.

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

Dec-26-2007-1673

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Frances C. Harris in the amount of Five Thousand and 00/100 (\$5,000.00) 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 Frances C. Harris in the amount of \$5,000.00 and forward it to the County Attorney for disbursement.

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

Dec-26-2007-1674

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Rebecca C. Davis in the amount of One Thousand Four Hundred Seventy Three and 72/100 (\$1,473.72) 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 Rebecca C. Davis in the amount of \$1,473.72 and forward it to the County Attorney for disbursement.

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

Dec-26-2007-1675

WHEREAS, Resolution No. NOV-6-2007-1434 approved a memorandum of agreement with Alabama Administrative Office of Courts ("AOC") to provide reimbursement to the AOC for employment costs for certain court security personnel in the Birmingham and Bessemer courts, not to exceed the amount of \$750,000; and

WHEREAS, the resolution cited an incorrect amount for the balance of such support remaining from fiscal year 20062007, which needs to be deleted from the approval resolution.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Resolution No. NOV-6-2007-1434 is hereby amended to delete the following last sentence thereof:

"This figure consists of a \$500,000 appropriation for fiscal year 2007-2008 added to the \$250,000 balance from fiscal year

2006-2007."

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

Dec-26-2007-1676

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

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

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

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

Dec-26-2007-1677

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that a Public Hearing be held on January 8, 2008, at the Regular Meeting of the County Commission at the Bessemer Courthouse for the purpose of considering a petition for annexation of property by the McAdory Fire District. Be it further resolved that notice hereof be published in the Birmingham News at least 15 days prior to the hearing.

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

Dec-26-2007-1678

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

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

W I T N E S S E T H:

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

WHEREAS, the County recognizes historical sites and parks as educational and economic resources of the County; and

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

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

1. The term of this Agreement shall begin upon execution of the agreement and end September 30, 2008.
2. The County shall pay to the Contractee a lump sum payment of \$100,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide for the restoration of both Vulcan Park and the Vulcan monument and for the reopening of Vulcan Park.
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

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

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

Vulcan Park Foundation

Darlene Negrotto, Executive Director

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

Dec-26-2007-1679

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

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

W I T N E S S E T H:

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

WHEREAS, the County recognizes volunteer fire department/districts as a valuable resource of the County, for fire protection; 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 \$18,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Update and repair fire hydrants in the McAdory Area Fire District.

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

McAdory Area Fire District

Jeff Wyatt, Fire Chief

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

Dec-26-2007-1680

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

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

WITNESSETH:

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

WHEREAS, the County recognizes that organizations promoting healthful lifestyles and activities for its citizens 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.

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 \$1,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide funds for treatment and services at the CF care center at Children's Hospital to children and adults who

live in Jefferson County that have been diagnosed with cystic fibrosis.

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

Laps for CF, Inc.

Stephanie Kite, Executive Director

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

Thereupon the Commission Meeting was adjourned to meet Wednesday, January 2, 2008, at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk