

STATE OF ALABAMA)

JEFFERSON COUNTY) August 28, 2007

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

District 1 Larry Langford

District 2 Shelia Smoot

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Carns seconded by Commissioner Humphryes that the Minutes of August 21, 2007, be approved. Voting "Aye" Carns, Humphryes, Collins, Langford and Smoot.

STAFF DEVELOPMENT

Multiple Staff Development

Cooper Green Mercy Hospital/2 Participants

Sandral Hullett, MD

Jamie Sullivan

Washington, DC

NAPH Fall Legislative Event

September 17-19, 2007

\$844.10

\$957.10

Individual Staff Development

Vanessa Jones

Family Court

Lt. Louis, Missouri

8th Annual Conference on Addiction & Criminal Behavior

September 22-26, 2007

\$1,376.10

Jessica Coates

Human Resources

Birmingham, Alabama

HR Management Certification Program

September 4 - November 9, 2007 (Fridays)

\$750.00

Bruce Thompson

Revenue

Montgomery, Alabama

Attend CRE Continuing Education Class

September 14, 2007

\$90.00

Eddie Woodis

Revenue

Memphis, Tennessee

Audit Lenny's Sub Shops & Vitro America, Inc.

September 30 - October 5, 2007

\$871.05

For Information Only

Josh Gilliam

Personnel Board

Tuscaloosa, Alabama

Design & Development of Training Programs

September 10-11, 2007

\$1,019.20

Ayla Russell

Personnel Board

Atlanta, Georgia

Lawson Personnel Administration

September 18-21, 2007

\$2,520.53

Motion was made by Commissioner Langford seconded by Commissioner Carns that the Staff Development be approved.

Voting "Aye"

Langford, Carns, Collins, Humphryes and Smoot.

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

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

1. GENERAL SERVICES FROM MCCAIN'S UNIFORMS, BIRMINGHAM, AL, FOR WORK UNIFORM.
SAP PURCHASE ORDER# 2000000804 \$12,798.00 TOTAL REFERENCE BID# 123-07
2. SURGERY FROM SMITH & NEPHEW ORTHOPEDIC, ATLANTA, GA, FOR GRAFTS & IMPLANTS, INTERNAL BILL ONLY FOR PATIENT, G. BROWN. REFERENCE SAP# 1000011447/1 \$11,950.52 TOTAL
SAP PURCHASE ORDER# 2000004266
3. SURGERY FROM ZIMMER USA, ATLANTA, GA, FOR GRAFTS/IMPLANTS, INTERNAL BILL ONLY FOR PATIENT, D. WRIGHT. REFERENCE SAP# 1000011428/1 \$7,209.30 TOTAL SAP PURCHASE ORDER# 200000425
4. GENERAL SERVICES, JEFF SMITH FROM TECHNICAL INNOVATIONS, BIRMINGHAM, AL, FOR JEFFERSON COUNTY COMMISSION ELECTRONIC VOTING SYSTEM. REFERENCE BID# 259-07 \$29,710.00 TOTAL
5. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM ZIMMER, ATLANTA, GA, FOR GRAFTS/IMPLANTS, INTERNAL, FX BILL ONLY FOR PATIENTS, M.HALL.REFERENCE SAP# 1000011478/1 \$7,056.30 TOTAL
SAP PURCHASE ORDER# 2000004267
6. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM STRYKER ORTHOPEDIC, CHICAGO, IL FOR GRAFTS/IMPLANTS, INTERNAL, TOTAL HIP BILL ONLY FOR PATIENT, N. OWENS. REF -SAP# 1000011485/1
\$6,595.05 TOTAL SAP PURCHASE ORDER# 2000004264
7. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM STRYKER ORTHOPEDIC, CHICAGO, IL, FOR GRAFTS/IMPLANTS, INTERNAL, TOTAL HIP BILL ONLY FOR PATIENT, C. BOLDEN. REF - SAP# 1000011489/1
\$6,672.60 TOTAL SAP PURCHASE ORDER# 2000004269
8. JEFFERSON REHABILITATION & HEALTH CENTER FROM ATDAMERICAN, PHILADEPHIA, PA, FOR BATH TOWELS.
SAP PURCHASE ORDER# 2000004263 \$5,505.00 TOTAL REFERENCE BID# 114-06
9. COOPER GREEN MERCY HOSPITAL PHARMACY FROM NDC HEALTH D/B/A PER SE TECHNOLOGIES, ATLANTA, GA, TO PAY INVOICES FOR MAINTENANCE AND ADJUDICATION FEES FOR CONDOR SOFTWARE SUPPORT.
REFERENCE SAP# 1000004591 \$5,168.43TOTAL
10. COOPER GREEN MERCY HOSPITAL (STORES) FROM HOSPIRA, CHICAGO, IL SOLUTIONS & SETS.
SAP PURCHASE ORDER # 9000000835 & 2000004284 \$29,322.32 TOTAL
REF. AMERINET CONTRACT #VP09300

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

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

JEFFERSON COUNTY COMMISSION
FINANCE DEPARTMENT - UNUSUAL DEMANDS
AUGUST 28, 2007

Prof Cntr	Vnd #	Name	Text	Business Area	Amount	Doc No.
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Coroner's office	CORONER/MEDICAL EXAMINER	3.49	1900000643
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Coroner's Office	CORONER/MEDICAL EXAMINER	9.20	1900000721
District 1	1000193	JEFFERSON CO TREASURER	Petty Cash-Coroner's Office	CORONER/MEDICAL EXAMINER	70.32	1900001319
District 1	1004904	MARK NORTH	Travel Reimbursement	CGH: ADMINISTRATION	243.76	1900001396
District 2	2000193	JEFFERSON CO TREASURER	Petty Cash-Information Technology	INFO TECH: NETWORK SUPPORT	181.90	1900001299
District 2	1000193	JEFFERSON CO TREASURER	Petty Cash-Information Technology	INFO TECH: SYS DEVELOP & ADMIN	68.98	1900001367
District 2	1000193	JEFFERSON CO TREASURER	Petty Cash-Information Technology	INFO TECH: NETWORK SUPPORT	139.95	1900001351
District 2	1000193	JEFFERSON CO TREASURER	Petty Cash-Information Technology	INFO TECH: NETWORK SUPPORT	188.59	1900001353
District 2	1000193	JEFFERSON CO TREASURER	Petty Cash-Information Technology	INFO TECH: NETWORK SUPPORT	43.39	1900001606
District 2	1003104	SHELIA SMOOT	Travel Reimbursement	COMMISSIONER, DISTRICT 2	104.25	1900001951
District 2	1003104	SHELIA SMOOT	Travel Reimbursement	COMMISSIONER, DISTRICT 2	86.01	1900001952
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-Roads & Transportation	R&T: HIGHWAY ENG & CONSTRUCTION	183.40	1900001074
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-Roads & Transportation	R&T: HIGHWAY MAINT-KETONA	120.97	1900001265
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-Roads & Transportation	R&T: HIGHWAY MAINT-BESSEMER	308.71	1900001277
District 3	1002471	ALAN DODD	Travel Reimbursement for Alan K. Dodd	R&T: RIGHT OF WAY	236.36	1900001107
District 3	1018548	WHITE METRO ELEC CO. INC	Refund-Job not in County's Jurisdiction	INSPECTION SERVICES	20.00	1900001264
District 4	1000050	MARLIN ALLEN	Mileage Reimbursement	REVENUE	116.64	1900001198
District 4	1000104	REGIONAL PLANNING COMM	July 2007 Salaries Indirect Cost Postage Copier	FINANCE ADMINISTRATION	8,332.15	19000001295
District 4	1000104	REGIONAL PLANNING COMM	Air Quality Program	FINANCE ADMINISTRATION	11,582.00	19000001296
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Revenue	REVENUE	407.62	1900000554
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Revenue	REVENUE	21.42	1900000691
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Revenue	REVENUE	10.91	1900001186
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Revenue	REVENUE	61.57	1900001189

District 4	1000193	JEFFERSON CO TREASURER Petty Cash-General Services				542.39	1900001205
District 4	1000193	JEFFERSON CO TREASURER Petty Cash-General Services				46.64	1900001326
District 4	1000193	JEFFERSON CO TREASURER Petty Cash-Finance	FINANCE SEWER SERVICES			59.541900001324	
District 4	1000193	JEFFERSON CO TREASURER Petty Cash-Sewer Billing	FINANCE SEWER SERVICES	374.63	1900001344		
District 4	1 000193	JEFFERSON CO TREASURER Petty.Cash-General Services	GEN SVCS: ADMINISTRATION			7.98	1900001345
District 4	1000193	JEFFERSON CO TREASURER Petty Cash-Sewer Billing	FINANCE SEWER SERVICES	99.02	1900001641		
District 4	1000193	JEFFERSON CO TREASURER Petty Cash-General Services				79.90	1900001926
District 4	1000443	EUGENE PITARD Mileage Reimbursement	REVENUE			118.67	1900001200
District 4	1000516	BRUCE THOMPSON Travel Reimbursement	REVENUE			104.92	1900000712
District 4	1000618	ALICE J MAHAFFEY Mileage Reimbursement	REVENUE			170.10	1900001194
District 4	1000665	BOOKER HEIGHTS DEV CORP Election Clean Up	GEN SVCS: ELECTIONS			40.00	1900001608
District 4	1001088	MICHAEL HUMBER Mileage Reimbursement	REVENUE			173.34	1900001199
District 4	1001523	BANNER FLAGS AND POLE D/B/A Voluntary Air Program	FINANCE ADMINISTRATION			3,870.001900001631	
District 4	1002405	LAWRENCE EDMOND Election Clean Up	GEN SVCS: ELECTIONS			40.00	1900001612
District 4	1002559	ALLIANCE COMMUNITY CENTER Election Clean Up	GEN SVCS: ELECTIONS			40.00	1900001610
District 4	1J03036	EDWARD RAY BLACKMON Election Clean Up	GEN SVCS: ELECTIONS	40.00	1900001607		
District 4	1J03078	TRO/RITCHIE ORGANIZATION Reimbursable Expenses	GEN SVCS: ADMINISTRATION			410.23	1900001261
District 4	1J03078	TRO/RITCHIE ORGANIZATION Reimbursable Expenses	GEN SVCS: ADMINISTRATION			325.61	1900001260
District 4	1703585	QUEEN BROWN Election Clean Up	GEN SVCS; ELECTIONS	40.00	1900001386		
District 4	1003631	CHARTER MEDIA Advertising Alabama Partner for Clean Air	FINANCE ADMINISTRATION			3,048.671900001203	
District 4	1003681	JOYCE HARRIS Mileage Reimbursement	REVENUE			235.71	1900001193
District 4	1003872	JAMES H MURRAY Election Clean Up	GEN SVCS: ELECTIONS			40.00	1900001609
District 4	1004708	KPI LATINO Air Quality Program	FINANCE ADMINISTRATION			1,768.00	1900001651
District 4	1005118	CITADEL BROADCASTING CO Air Quality Program	FINANCE ADMINISTRATION			4,908.75	1900001625
District 4	1005118	CITADEL BROADCASTING CO Air Quality Program	FINANCE ADMINISTRATION			3,111.00	1900001624
District 4	1005858	JUANDA Q SPOTSER Election Clean Up	GEN SVCS: ELECTIONS			40.00	1900001611
District 4	1006177	CMH ARCHITECTS INC Reimbursable Expenses	GEN SVCS: ADMINISTRATION			7,618.42	1900001262
District 4	1006491	WBRC TELEVISION CHANNEL 6 Air Quality Program	FINANCE ADMINISTRATION			4,339.25	1900001313
District 4	1006491	WBRC TELEVISION CHANNEL 6 Voluntary Air Program	FINANCE ADMINISTRATION			20,965.251900001629	
District 4	1018512	DONALD RICHARD WILLIAMS Mileage Reimbursement	REVENUE			181.04	1900001197
District 4	1018605	WABM BIRMINGHAM Air Quality Program	FINANCE ADMINISTRATION			2,524.50	1900001643
District 4	1018605	WARM BIRMINGHAM Air Quality Program	FINANCE ADMINISTRATION			6,039.25	1900001646
District 4	1018641	MICHAEL ALAN COX Election Clean Up	GEN SVCS: ELECTIONS			40.00	
District 4	1018645	WBMA ABC 33/40 Air Quality Program	FINANCE ADMINISTRATION			425.00	1900001649
District 4	1018645	WBMA ABC 33/40 Air Quality Program	FINANCE ADMINISTRATION			10,667.50	1900001648
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Environmental Services	ES: FIVE MILE CREEK WWTP			5.44	1900000373
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Environmental Services	ES: VALLEY CREEK WWTP			143.911900000692	
District 5	1000193	JEFFERSON CO TREASURER Petty cash-Environmental services	ES: TV INSPECTION & GROUTING			115.34	1900000833
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Environmental Services	ES: VILLAGE LINE MAINTENANCE			63.471900000826	
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Environmental Services	ES: CONSTRUCT SEWER LINE			17.33	1900001188
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Environmental Services	ES: FIVE MILE CREEK WWTP			9.00	1900001325
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Environmental Services	ES: FIVE MILE MAINTENANCE SHOP			54.021900001327	
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Environmental Services	ES: FIVE MILE MAINTENANCE SHOP			81.501900001328	
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Environmental Services	ES: LEEDS WWTP			13.77	1900001286
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Environmental Services	ES: TRUSSVILLE WWTP			569.69	1900001329
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Environmental Services	ES: FIVE MILE CREEK WWTP			271.00	1900001330
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Environmental Services	ES: FIVE MILE CREEK WWTP			22.84	1900001331
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Environmental Services	ES: VILLAGE CREEK WWTP			33.901900001302	
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Environmental Services	ES: VILLAGE CREEK WWTP			17.891900001315	
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Environmental Services	ES: VILLAGE ELECTRICAL SHOP			98.49	1900001316
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Environmental Services	ES: LEEDS WWTP			30.00	1900001284
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Environmental Services	ES: LEEDS WWTP			3.99	1900001285
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Environmental Services	ES: FIVE MILE CREEK WWTP			40.00	1900001271
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Community Development	COMMUNITY DEVELOPMENT			3.001900001317	
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Environmental Services	ES: FIVE MILE CREEK WWTP			20.12	1900001274
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Environmental Services	ES: VALLEY CREEK WWTP			92.701900001318	
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Environmental Services	ES: CAHABA RIVER WWTP			368.311900001359	
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Environmental Services	ES: TURKEY CREEK WWTP			52.391900001387	
District 5	11000193	JEFFERSON CO TREASURER Petty Cash-Environmental Services	ES: CAHABA RIVER WWTP			219.551900001395	
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Environmental Services	ES: VALLEY CREEK WWTP			124.241900001372	
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Environmental Services	ES: VILLAGE CREEK WWTP			30.001900001398	
District 5	11000193	JEFFERSON CO TREASURER Petty Cash-Commissioner Carns	COMMISSIONER, DISTRICT			5141.581900001399	
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Environmental Services	ES: VILLAGE LINE MAINTENANCE			29.831900001877	
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Economic Development	ECON DEV WORKFORCE INVESTMENT			53.441900001878	
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Economic Development	ECON DEV WORKFORCE INVESTMENT			104.331900001879	
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Economic Development	ECON DEV WORKFORCE INVESTMENT			38.391900001880	
District 5	1000193	JEFFERSON CO TREASURER Petty Cash-Environmental Services	ES: ADMIN LINE MAINTENANCE			199.99	1900001919
District 5	1002888	RON HAVING Mileage Reimbursement	COMMUNITY DEVELOPMENT			133.651900001308	
District 5	1002888	RON HAVING Travel Reimbursement	COMMUNITY DEVELOPMENT			178.501900001293	
District 5	1018317	CHARLES ROBINSON Tract No.30 Tarrant Huffman Road Repl	Sewer ES: FIVE MILE CREEK WWTP			100.00	1900001942
District 5	1018580	JOEL KNIGHT Travel Reimbursement	COMMUNITY DEVELOPMENT			239.381900001338	
Joint Respon	1000193	JEFFERSON CO TREASURER PETTY CASH-SHERIFF'S OFFICE	SHERIFF ENFORCE-BIRMINGHAM			6.25	1900001207
Joint Respon	1000193	JEFFERSON CO TREASURER PETTY CASH-SHERIFF'S OFFICE	SHERIFF ENFORCE-BIRMINGHAM			6.25	1900001209
Joint Respon	1000193	JEFFERSON CO TREASURER PETTY CASH-SHERIFF'S OFFICE	SHERIFF ENFORCE-BIRMINGHAM			6.25	1900001208
Joint Respon	1000193	JEFFERSON CO TREASURER PETTY CASH-SHERIFF'S OFFICE	SHERIFF ENFORCE-BIRMINGHAM			6.25	1900001210
Joint Respon	1000193	JEFFERSON CO TREASURER PETTY CASH-SHERIFF'S OFFICE	SHERIFF ENFORCE-BIRMINGHAM			30.72	1900001211
Joint Respon	1000193	JEFFERSON CO TREASURER PETTY CASH-SHERIFF'S OFFICE	SHERIFF ENFORCE-BIRMINGHAM			30.72	1900001213
Joint Respon	1000193	JEFFERSON CO TREASURER PETTY CASH-SHERIFF'S OFFICE	SHERIFF ENFORCE-BIRMINGHAM			69.99	1900001266
Joint Respon	1000193	JEFFERSON CO TREASURER PETTY CASH-SHERIFF'S OFFICE	SHERIFF ENFORCE-BIRMINGHAM			30.721900001212	
Joint Respon	1000193	JEFFERSON CO TREASURER PETTY CASH-SHERIFF'S OFFICE	SHERIFF ENFORCE-BIRMINGHAM			20.00	1900001268
Joint Respon	1000193	JEFFERSON CO TREASURER PETTY CASH-SHERIFF'S OFFICE	SHERIFF ENFORCE-BIRMINGHAM			78.09	1900001270
Joint Respon	1000193	JEFFERSON CO TREASURER PETTY CASH-SHERIFF'S OFFICE	SHERIFF ENFORCE-BIRMINGHAM			129.61	1900001272
Joint Respon	1000193	JEFFERSON CO TREASURER PETTY CASH-SHERIFF'S OFFICE	SHERIFF ENFORCE-BIRMINGHAM			14.99	1900001269
Joint Respon	1000193	JEFFERSON CO TREASURER Petty Cash-Tax Collector TAX	COLLECTOR-BIRMINGHAM			154.201900001357	
Joint Respon	1000193	JEFFERSON CO TREASURER Petty Cash-Tax Collector TAX	COLLECTOR-BIRMINGHAM			571.751900001358	
Joint Respon	1000193	JEFFERSON CO TREASURER Petty Cash-Sheriff's Office	SHER CORRECT-BIRMINGHAM			911.49	1900001508
Joint Respon	1000193	JEFFERSON CO TREASURER Petty cash-Sheriff's Office	SHERIFF ENFORCE-BIRMINGHAM			19.75	1900001620
Joint Respon	1000193	JEFFERSON CO TREASURER Petty Cash-Sheriff's Office	SHERIFF ENFORCE-BIRMINGHAM			74.53	1900001843
Joint Respon	1000193	JEFFERSON CO TREASURER Petty Cash-Sheriff's Office	SHERIFF ENFORCE-BIRMINGHAM			126.26	1900001623
Joint Respon	1000193	JEFFERSON CO TREASURER Petty Cash-Sheriff's Office	SHERIFF ENFORCE-BIRMINGHAM			6.25	1900002003
Joint Respon	1000973	THE NORTH JEFFERSON NEWS 52 Week Subscription North Jefferson News	TREASURER			35.00	
Joint Respon	1001283	ALABAMA STATE POLYGRAPH Polygraph license for Sgt. Wendell Major	SHER ENFORCE-BESSEMER			250.001900000280	
Joint Respon	1003393	DAVE LIVELY Tuition Reimbursement	LAW LIBRARY			132.00	1900001632
Joint Respon	1003393	DAVE LIVELY Tuition Reimbursement	LAW LIBRARY			792.00	1900001626
Joint Respon	1003534	WILLIAM M SCHUELLY Travel Reimbursement	SHERIFF ENFORCE-BIRMINGHAM			246.54	1900000631
Joint Respon	1004388	TANYA CROCKER JOHNSON Polygraph License and Initial Fee	SHERIFF ENFORCE-BIRMINGHAM			250.00	1900001391
Joint Respon	1004654	MARK D WILSON Tuition Reimbursement	ED OF EQUAL - BHAM STATE	240.00	1900001287		
Joint Respon	1004818	CARLA THOMAS Tuition Reimbursement	BD OF EQUAL - BHAM STATE	510.00	1900001636		
Joint Respon	1005217	ANTHONY DOTSON Polygraph License and Initial Fee	SHERIFF ENFORCE-BIRMINGHAM			250.00	1900001392
Joint Respon	1018460	LAKSHMI RAMAMOORTHY Reimbursement Per Diem	PER BD: TESTING	125.00	1900000648		
Joint Respon	1018461	SYLVIA LLLAEVA STANKOVA Reimbursement Per Diem	PER ED: TESTING			125.00	1900000649
Joint Respon	1018462	JANA KOHMAN Reimbursement Per Diem	PER BD: TESTING	235.76	1900000650		
Joint Respon	1018463	ANNIE-SOPHIE DEPREZ-SIMS Reimbursement for per diem-Annie Deprez-Sims	PER BD: TESTING			184.00	1900000654
Joint Respon	1018464	ROSS LOVE Reimbursement Per Diem	PER BD: TESTING			393.92	1900000656

Joint Respon	1018465	JENNIFER GILL	Reimbursement Per Diem	PER BD: TESTING	287.01	1900000678		
Joint Respon	1018466	ANDY CALLENS	Reimbursement Per Diem	PER BD: TESTING	156.86	1900000682		
Joint Respon	1018467	CURT ALLEE	Reimbursement Per Diem	PER BD: TESTING			125.00	1900000686
Joint Respon	1018468	CHRISTINE ASHBURN	Reimbursement Per Diem	PER BD: TESTING			125.00	1900000700
Joint Respon	1018469	JOIANDA BRUCE	Reimbursement Per Diem	PER BD: TESTING	125.00	1900000701		
Joint Respon	1018471	AARON LEE CHRISTIANSON	Reimbursement Per Diem	PER BD: TESTING	125.00	1900000709		
Joint Respon	1018472	YONGMAO FENG	Reimbursement Per Diem	PER BD: TESTING	125.00	1900000710		
Joint Respon	1018473	JEVELL GRAHAM	Reimbursement Per Diem	PER BD: TESTING	133.92	1900000711		
Joint Respon	1018474	YANIJE HE	Reimbursement Per Diem	PER BD: TESTING			125.00	1900000713
Joint Respon	1018475	STACIE LINDLEY	Reimbursement Per Diem	PER BD: TESTING			125.00	1900000714
Joint Respon	1018476	JIN LIU	Reimbursement Per Diem	PER BD: TESTING			125.00	1900000715
Joint Respon	1018477	SONGQI LIU	Reimbursement Per Diem	PER BD: TESTING			125.00	1900000716
Joint Respon	1018478	JI (ANDY) LUO	Reimbursement Per Diem	PER BD: TESTING			125.00	1900000717
Joint Respon	1018574	GWENDOLYN BRYANT	Polygraph License and Initial Fee	SHERIFF ENFORCE-BIRMINGHAM			250.00	1900001393
Joint Respon	1018633	RYAN FORTENBERRY	Polygraph License and Initial Fee	SHERIFF ENFORCE-BIRMINGHAM			250.00	1900001403
Joint Respon	1018643	KIM THRIFT	Settlement of Claim	NON-DEPT EXPENDITURES			235.00	1900001659

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

REQUEST FOR CERTIFICATION

Tax Assessor - Birmingham

Administrative Assistant IV

Jefferson Rehabilitation & Health Center - Administration

Director

Jefferson Rehabilitation & Health Center - Nursing Service - Nursing Facility

Deputy Director of Nursing Services - regular

Deputy Director of Nursing Services - provisional

Cooper Green Mercy Hospital - Nursing Administration

Nursing Technician

Cooper Green Mercy Hospital - Housekeeping

Housekeeping Assistant - 2 positions

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

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Economic Development \$0

Delete an Administrative Assistant II (Gr. 13) and add an Administrative Assistant III (Gr. 16). Annual difference \$4,698.78. No Additional Funds Required.

B. OTHER BUDGET TRANSACTIONS

2. Economic Development \$45,000

Shift funds from Economic Development to General Services and add purchasing memorandum to purchase security upgrade for Workforce Development. No Additional Funds Required.

C. FOR INFORMATION ONLY

Sheriff's Department \$82,956.75

Increase revenue and expenditures to record payment from state and federal food subsidies. No Additional Funds Required.

Personnel Board \$172,000

Shift funds from other salaries to legal to cover legal cost for the Special Hearings Officers related to the firefighter test compromise. No Additional Funds Required.

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

Aug-28-2007-1078

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Environmental Services be granted permission to advertise for bid on the 2007 Sanitary Sewer Repairs and Replacement, Contract 1 project.

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

Aug-28-2007-1079

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the President be, and hereby is, authorized to execute an Agreement for Collection System Long Term Flow Monitoring Term: September 1, 2007 to August 31, 2008, in the amount of \$769,020.00 between Jefferson County and ADS, LLC This agreement provides for service to the permanent long-term flow monitor network and to provide associated engineering and analysis services at certain locations.

A G R E E M E N T

COLLECTION SYSTEM LONG-TERM FLOW MONITORING

TERM: September 1, 2007 to August 31, 2008

This AGREEMENT, made this the _____ day of _____, 2007 by and between Jefferson County in the State of Alabama as Party of the First Part, hereinafter referred to as the COUNTY, and ADS, LLC, as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned with payment to be administered by the COUNTY to service the permanent long-term flow monitor network and provide associated engineering and analysis services at the locations listed in Exhibit A as part of the COUNTY S ongoing Infiltration/Inflow Management Program. (Exhibits on file in the Minute Clerk's office)

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

ARTICLE I - SCOPE OF WORK

The CONSULTANT, in the accomplishment of work under this AGREEMENT, shall meet the requirements for conformance with the standards adopted by the County and shall ascertain the practices of the Jefferson County Environmental Services Department prior to beginning any of the work on this project. All work under this AGREEMENT shall be performed in accordance with these standard practices and any special requirements herein set forth.

The goals of the COUNTY and CONSULTANT under this AGREEMENT are to perform engineering services including but not limited to:

- Service of the Permanent Monitor Network
- Produce flow data as specified by County
- Provide monthly and quarterly reports to be incorporated into the COUNTY'S collection system O & M Plan, as mandated by the Consent Decree. The fourth quarter report will include an annual summary of all quarterly reports. One hard copy & electronic copy of each report will be delivered to the County and all reports will be available electronically.
- Field Work, Engineering Analysis and Recommendations to aid County in areas of:
 - o Rehab effectiveness
 - o Implementation of the Collection System O & M Plan
 - o Identify areas of potential overflows
 - o Capacity Assurance
- Provide temporary flow monitoring services
- Provide training to County employees on service and maintenance of the flow monitor and rain gauge network. The training will include the following topics:

- o Flow Monitoring theory
- o Standard site installation
- o Special installations
- o Confirmation
- o Data collects, review and troubleshooting
- o Rain Gauges
- o Telephone hookups
- o Product overview
- o Basic service skills

All data collected and prepared or generated under this or any other agreement between the CONSULTANT and the COUNTY shall be the property of the COUNTY and shall not be released to any party without the express consent of the Director. Specifically excluded in the scope of work under this AGREEMENT is actual construction, repair, renovation or maintenance of any component of the COUNTY'S sewer system by the CONSULTANT.

SECTION 1 OBLIGATION OF THE CONSULTANT TO THE COUNTY

LONG TERM FLOW MONITOR SERVICE

Under this AGREEMENT, the CONSULTANT will provide the following professional services for the monitors listed in Exhibit A:

1. Perform all work in accordance with standards and practices adopted by the Jefferson County Environmental Services Department (County).
2. Provide labor, expertise and knowledge necessary to operate and maintain the County's network of permanent monitors and rain gauges. Work shall begin on the date of the Notice to Proceed and continue for twelve (12) months, unless terminated earlier by the County.
3. Designate a project manager to serve as primary contact with County
4. Provide routine service of equipment including:
 - a. Battery replacement in accordance with manufacture's specifications
 - b. Communication service and repair
 - c. Repair/replace sensors (depth, velocity, temperature and pressure) in accordance with manufacture's recommendations
 - d. All parts shall be provided by the County
5. Provide diagnostic checks using existing telemetry systems.
6. Provide crews during normal business hours (8:00 AM to 4:00 PM Monday through Friday). If service is requested during weekends or holidays, it will be scheduled the following business day.
7. Respond to and diagnose malfunctioning equipment within two (2) business days. If monitor can not be repaired, a replacement monitor will be installed within 4 days, (provided that County has spare monitors available).
8. Provide space for and maintain inventory of spare parts and flow monitors purchased by the County. CONSULTANT shall prepare a listing of recommended spare parts, including quantity, and deliver the information in a format suitable for County's Purchasing Department (technical specification and part number). Inventory shall be secured at all times on the property of CONSULTANT and available for inspection by the County during normal working hours.
9. Maintain records of all repairs and maintenance.
10. Keep confidential all records.
11. Collect data from the network on biweekly basis.
12. Provide additional data collection at the request of the County.
13. Relocate monitors when requested by the County.
14. Remove and reinstall flow monitors at the direction of the County.
15. Install new monitors when requested by the County. The brand, model and quantity of any new flow monitors will be determined by County and in accordance with County's policies regarding purchasing of equipment.
16. Hold periodic meetings with County.
17. Provide inspection services to ascertain the extent and nature of extraneous wet weather flows in accordance with County directives.
18. Maintain records in accordance with County's request.
19. Provide additional services at the request of the County.
20. Provide one copy of Profile software

The Consultant shall:

1. Provide data analysis and a monthly report by the 15th of each month that includes the following information for the previous month:

- a. For each flow monitor, color hydrographs showing hourly average flow quantity and rainfall
 - b. Rainfall records (hourly, daily, monthly)
 - c. Flow listings (daily averages, minimums, maximums for total flow, depth and velocity)
 - d. Unusual conditions observed for the report period
 - e. Bypass activities (information will be provided per County instructions)
 - f. Schematic drawing representing the general location of each site.
 - g. Monthly Status report on each monitor that includes maintenance summary, uptime and explanations of any downtime (lack of parts, phone problems, rehab, etc) If maintenance is required of a flow monitor, include what action was taken and identify what parts, if any were replaced.
 - h. Compact disk with all data in electronic format.
2. Provide Quarterly Performance Summaries to County and include information relative to pipe capacity, surcharging, and any other information requested by the County. This report will be submitted within 120 days following the end of a quarter.
 3. Provide Quarterly Wet Weather Summaries including hydrographs for wet weather events and system response to wet weather. This report will be submitted within 120 days following the end of a quarter.
 4. The fourth quarter reports shall include an annual summary of the previous quarterly reports within this contract.

TEMPORARY FLOW MONITORING SERVICE

Temporary flow monitoring shall be performed by the CONSULTANT at locations and times designated by the COUNTY. CONSULTANT shall provide all labor, equipment and other materials to perform the task. At a minimum, the CONSULTANT shall:

- Investigate proposed site
- Install and calibrate equipment
- Operate and maintain equipment for 45 days or until a rain event greater than 1 inch in a 24 hour period occurs. The CONSULTANT and COUNTY will agree on the installation date based upon ADS's rain insurance analysis in order to have data for a significant rain event. If the COUNTY requests to cease the temporary flow monitoring after the 30th day, but prior to the 45th day, the CONSULTANT will only bill for that portion of the 45 days utilized
- Analyze data and produce a report that includes:
 - o 15 minute depth, velocity, final flow and rain data for each site for entire study (hard copy and excel file on CD)
 - o Final Manning flow and continuity flow with rain hydrograph for each site for entire study period
 - o Depth and velocity with rain hydrograph for each site for entire study period
 - o Depth/velocity scatter graph for each site for entire study period
 - o A hard copy report including a brief summary of flow monitoring activities and methodologies, along with copies of installation and maintenance logs maintained during the project
 - o I/I analysis for each site

SECTION 2 - OBLIGATION OF THE COUNTY TO THE CONSULTANT

It is understood that the COUNTY will:

1. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project, including previous reports and any other data relative to the condition of the site.
2. Designate a project manager to coordinate CONSULTANT'S work and to assist as COUNTY'S representative with respect to the work to be performed under this AGREEMENT.
3. Provide access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform its work under this AGREEMENT.
4. Pay for appearances before courts or boards regarding litigation related to the project and/or preparatory work required in connection with such matters. Appearance before courts or boards regarding litigation related to errors or omissions of the CONSULTANT which result in legal proceeding against the COUNTY shall not be charged to the COUNTY and shall not be items eligible for payment by the COUNTY.
5. Examine studies, reports, sketches, opinions of probable cost of construction, proposals, and other documents presented by the CONSULTANT, and shall render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
6. Give prompt written notice to the CONSULTANT whenever the COUNTY observes, or otherwise become aware of, any defect in the performance of engineering services.
7. Assume all costs of public hearing, if required.
8. Assume liability for telephone charges
9. Provide monitor manufacture's software and/or licenses as needed by CONSULTANT
10. Acquire spare parts at the County's expense through the County Purchasing Department to be held securely in inventory by the Consultant.

11. Provide County employees to be trained on servicing and maintenance of the network. County shall be responsible for having each employee certified for confined space entry and first aid.

SECTION 3 - CONFERENCES AND VISITS TO SITE

A. Conferences will be held at the request of either the COUNTY or the CONSULTANT to discuss matters pertinent to any phase of the project.

B. Request for visits to the site may be made by the COUNTY or by the CONSULTANT in conjunction with any other party or parties.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

1. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT upon receipt of written notice from the County to proceed. The County will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.

2. The work to be performed shall continue for twelve (12) months.

3. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.

ARTICLE III - PAYMENT

SECTION 1

For services performed by the CONSULTANT under this AGREEMENT, and as full and complete compensation therefore, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise herein, subject to and in conformity with all provisions of this AGREEMENT, the COUNTY will pay the CONSULTANT as follows:

For the work contemplated under Article I, Section 1, the COUNTY will pay the CONSULTANT in accordance with the unit prices shown in Attachment 1. The COST CEILING for this AGREEMENT shall be Seven Hundred Sixty Nine Thousand, Twenty Dollars (\$769,020) which shall not be exceeded except by a formal amendment to this AGREEMENT. Payment shall be made, not more often than once monthly, in such amounts as evidenced by the submittal of vouchers and invoices by the CONSULTANT to the COUNTY and along with other evidence of performance as the COUNTY may deem necessary. The COUNTY shall pay the CONSULTANT within ten (10) days of receipt of the Consultant s payment request by the County Finance Department.

SECTION 2

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the COUNTY for all claims and liability to the CONSULTANT, his representative and assigns for all things done, furnished or relating to the service rendered by the CONSULTANT under or in connection with this AGREEMENT or any part thereof provided that no unpaid invoice exists because of extra work required at the request of the COUNTY.

ARTICLE IV - MISCELLANEOUS PROVISIONS

SECTION 1 - CHANGES OF WORK

If, during the term of this AGREEMENT, additional services are required of the CONSULTANT other than those specified above, or major changes in the work become necessary or desirable, the COUNTY may order, in writing, the CONSULTANT to perform such services or make such changes. If the CONSULTANT is of the opinion that the work he has been directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT will, within ten (10) days, notify the COUNTY in writing and receive approval from the COUNTY prior to performing such work. In the event the COUNTY determines that such work does constitute extra work, additional time for completion of contract may be given and payment for the additional work shall be negotiated by Supplemental Agreement prior to work being undertaken by the CONSULTANT.

Likewise, during the term of this AGREEMENT, any service specified may be deleted and/or reduced at the discretion of the COUNTY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fees or cost ceiling will be made on a proportionate basis.

SECTION 2 - OWNERSHIP OF ENGINEERING DOCUMENTS

Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the COUNTY all documents and data pertaining to the work or to the project, which material shall become the property of the COUNTY. All original tracings or maps and other engineering data furnish to the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. All data collected and prepared or generated under this agreement between the CONSULTANT and the COUNTY shall be the property of the COUNTY and shall not be released to any other party without the consent of the Director.

SECTION 3 - CONSULTANT'S ENDORSEMENT

The CONSULTANT shall endorse the original title or cover sheet of all reports and engineering data required to be furnished by him under the terms of this AGREEMENT. All endorsements shall contain the seal and original signature of an Alabama licensed professional engineer who is a bona fide employee of the CONSULTANT.

SECTION 4 -DELAYS AND EXTENSIONS

1. In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in Article II - Time of Beginning and Completion, the COUNTY may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within ten (10) days after the alleged delay has occurred.

2. In the event that delays are deemed avoidable by the COUNTY and time extensions are not granted, the CONSULTANT may be subjected to a liquidated damages charge of \$100.00 per day for each calendar day exceeding the time specified in Article II.

SECTION 5 - TERMINATION OR ABANDONMENT

1. The COUNTY shall have the right to abandon or terminate this AGREEMENT or to amend the AGREEMENT at any time, and such action shall, in no event, be deemed a breach of contract.

2. The COUNTY has the right to terminate this AGREEMENT at its sole discretion upon ten (10) days written notice to the CONSULTANT and make settlement with the CONSULTANT upon an equitable basis in accordance with the following. In determining the final compensation to the CONSULTANT, the COUNTY shall apply the following:

A. No consideration will be given to profit which the CONSULTANT might have made on the uncompleted portion of the work.

B. If the AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payments previously made.

C. If the AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY confirming all reimbursable costs incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

SECTION 6 TERMINATION OF CONTRACT FOR BREACH

A. The Contract may be terminated by the County for Consultant s breach of any substantive provision of the Contract including, but not limited to, any of the following reasons:

1. Substantial evidence and belief that the progress being made by the Consultant is insufficient to complete the Work within the specified time.

2. Deliberate failure on the part of the Consultant to proceed with the Work when so instructed by the County or to observe any requirement of these Specifications.

3. Failure on the part of the Consultant to promptly make good any defects in the work that may be called to his attention by the County.

4. In case the Consultant becomes insolvent or is declared bankrupt, or allows any final legal judgment to stand against him unsatisfied, or shall make an assignment for the benefit of his creditors.

B. Before the Contract is terminated, the Consultant will first be notified in writing by the County of the conditions which make termination of the Contract imminent. Fifteen (15) days after notice is given, if no effective effort has been made by the Consultant to correct the conditions for which complaint is made, the County may declare the Contract terminated and will notify the Consultant accordingly.

C. Upon receipt of notice from the County that the Contract has been terminated, the Consultant shall immediately discontinue all operations, safely secure all items of the Work, and remove his equipment. The County may then proceed with completion of the Work in any lawful manner that it may elect, until it is finally completed. When thus finally completed, the total cost of the Work (including all previous payments made to the Consultant) will be computed and if this total cost is greater than the Contract price, the difference shall be paid to the County by the Consultant.

SECTION 7 - CONTROVERSY

In any controversy concerning a question of fact in connection with the work covered by this AGREEMENT, or compensation therefore, the decision of the Director of Environmental Services in the matter shall be final and conclusive for both parties.

SECTION 8 - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to its activities and that of its subcontractors, agents or employees in connection with its services under this AGREEMENT. CONSULTANT specifically agrees that its subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

The CONSULTANT agrees to indemnify, hold harmless and defend the COUNTY, its elected officials, officers and employees (hereinafter referred to in this paragraph collectively as "COUNTY"), from and against any and all loss, expense against or imposed upon COUNTY because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as consequence of breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, negligent acts, errors or omissions including engineering design even though such injuries or death or damage to property is claimed to be due to the negligent acts, errors or omissions of the CONSULTANT, his subcontractors, the contractor, his subcontractor, the COUNTY, its elected officials,

officers or employees. Nothing contained in this paragraph should be construed to obligate CONSULTANT to indemnify the COUNTY for its own negligence, the negligence of its contractors or subcontractors or others.

The CONSULTANT, without extra compensation, shall carry insurance of the kinds and in amounts set out below. All insurance shall be by companies authorized to do business in Alabama involving those types of insurance. Before beginning work, CONSULTANT shall file with the COUNTY a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby or a copy of the required insurance policies.

General Liability and Property Damage	\$ 300,000.00
Automobile and Truck Bodily Injury Liability	\$ 300,000.00
Workers Compensation & Statutory	
Professional Liability Insurance	\$1,000,000.00

A thirty day notification is required from the insurer to the COUNTY for any current or potential claim against the CONSULTANT that could affect the limits of their policy. Also the CONSULTANT shall notify the COUNTY within 30 days about any present or future claims that could affect their policy limits. The foregoing Indemnity Agreement shall not be limited by reason of any insurance coverage provided.

SECTION 9 - GENERAL COMPLIANCE WITH LAWS

The CONSULTANT shall comply with the provisions of the Labor Law, all State Laws, Federal and Local Statutes, Ordinances and Regulations that are applicable to the performance of this AGREEMENT, and especially laws, ordinances and statutes prohibiting discrimination in employment of persons on account of race, creed, color or national origin, and all applicable provisions of Title 6, Code of Federal Regulations, and procure all necessary licenses and permits.

SECTION 10 - SUBLETTING, ASSIGNMENT OF TRANSFER

There shall be no assignment, subletting or transfer of the interests of the CONSULTANT in any of the work covered by this AGREEMENT without written consent of the COUNTY. In the event the COUNTY gives such consent, the terms and conditions of this AGREEMENT shall apply to and bind the party or parties to whom such work is consigned, subject or transferred as fully and completely as the CONSULTANT is hereby bound and obligated.

SECTION 11 - EMPLOYMENT OF COUNTY WORKERS

1. The CONSULTANT shall not engage, on full or part time or other basis during the period of the AGREEMENT, any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employ of the COUNTY, except regularly retired employees, without written consent of the public employer of such person.
2. The CONSULTANT warrants that he has not employed or retained any company, or person other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the COUNTY shall have the right to annul this contract without liability or, at its discretion, deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.
3. No COUNTY official, employee of the COUNTY, shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise there from, except the use of the facility being designed as enjoyed by the general public.

SECTION 12 - CONTROL

All work by the CONSULTANT shall be done in a manner satisfactory to the COUNTY and in accordance with the established policies, practices and procedures of the COUNTY.

SECTION 13 - CONDITIONS AFFECTING WORK

1. The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope and type of work hereunder and the general and local conditions which can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution of this AGREEMENT, unless such understandings or representation by the COUNTY are expressly stated herein. The CONSULTANT and subcontractor to maintain all books, documents, papers, accounting records and other evidences pertaining to costs incurred for this project, and to make such material available at their respective offices at all times during the contract period and for three (3) years from the date of final payment of the COUNTY funds under the terms of the contract, for inspection by the COUNTY, or any authorized representative of the COUNTY government, and copies thereof shall be furnished if requested.
2. During the performance of this contract, the CONSULTANT or itself, its assignees and successors in interest, agree as follows:
 - A. Non-Discrimination:

The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color or national origin in the selection and detention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the

discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity Provisions of Executive Order 11246 of September 24, 1965.

B. Solicitations of Subcontractor, Including Procurement or Materials and Equipment:

In all solicitations, either by competitive bidding or negotiations made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color or national origin.

C. Sanctions of Noncompliance:

In the event of the CONSULTANT'S noncompliance with any provisions of this contract, the COUNTY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or
- (2) Cancellation, termination or suspension of the contract, in whole or in part.

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

- 1. The CONSULTANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of monies available and no liability shall be incurred by the COUNTY beyond the monies available for that purpose.
- 2. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of the COUNTY by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the COUNTY, including, but not limited to, Workmen's Compensation coverage or retirement membership or credit.

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, ADS, LLC. on the day of , 2007, and the COUNTY on the day of , 2007.

ADS, LLC

Karl Boone.

RECOMMENDED:

Robert C. Henderson

Director of Environmental Services

ATTEST:

Minute Clerk

JEFFERSON COUNTY COMMISSION:

Bettye Fine Collins, President

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

Aug-28-2007-1080

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Organization Chart (Exhibit A) to the RESOLUTION OF ORGANIZATION dated November 14, 2006, at M.B. 152, PAGES 324-327, is hereby amended to move the Environmental Protection Office from the Department of Information Technology to the Department of Land Development, effective immediately.

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

Aug-28-2007-1081

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment to Contract between Jefferson County, Alabama and WOTM Channel 19 to extend term of agreement through September 30, 2008, for the production of twenty-six television programs as directed by the Commission, in the amount of \$38,400.

AMENDMENT TO CONTRACT

CONTRACT #319-05

AMENDMENT #1

This Amendment to Contract entered into this 13th day of August, 2007, by and between Jefferson . County, Alabama (hereinafter referred to as "the Jefferson County Commission") and WOTM (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the Jefferson County Commission desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties entered into on the 21st day of October, 2005, which was approved by the Commission on 11-1-05 and recorded in Minute Book 149, Page(s) 430-432, and made part of this amendment by reference, is hereby amended as follows:

Under Paragraph 3, "Terms of Engagement and Authorization to Perform Work", change the end date of this contract to read September 30, 2008.

All other terms and conditions remain as previously written.

Jefferson County Commission

Contractor

Bettye Fine Collins, President

Michael A. Plaia, Station Owner

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

Aug-28-2007-1082

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby approves Administrative Order 07-2.

ADMINISTRATIVE ORDER

OF THE

JEFFERSON COUNTY COMMISSION

07-2

Pursuant to the authority vested in the Jefferson County Commission by law, the following Administrative Order is hereby issued:

PURPOSE

To establish a policy for compliance with the Family and Medical Leave Act ("FMLA"), the Uniform Services Employment and Reemployment Rights Act ("USERRA"), §§ 31-2-13 and 31-12-6, Alabama Code (1975), the Jefferson County Commission's January 27, 2004 Resolution (Minute Book 143, Pages 556-557) establishing the War on Terrorism Supplemental Military Benefit, the Personnel Board of Jefferson County Enabling Act, Alabama Act 248 (1945), as amended, and the Rules and Regulations of the Personnel Board of Jefferson County which relate to unpaid leaves of absence for employees of Jefferson County, and to establish procedures for the following:

1. The receipt, review, approval, disapproval and retention of all requests for unpaid leaves of absence by the Director of the Human Resources Department;
2. The continuation of employment benefits for employees on an approved unpaid leave of absence;
3. The return to duty of employees on an approved unpaid leave of absence; and
4. The substitution of workers' compensation leave and other forms of paid leave for FMLA Leave to the fullest extent that the FMLA allows such substitution.

I. POLICY

It shall be the policy of the Jefferson County Commission to comply with all federal and state laws and the Rules of the Personnel Board of Jefferson County which relate to the unpaid leaves of absence of employees of Jefferson County. The Jefferson County Commission hereby delegates its authority to approve unpaid leaves of absence to the Director of the Human Resources Department as permitted by § 19, Alabama Act 248 (1945), as amended. It shall also be the policy of the Jefferson County Commission that all forms of paid leave be substituted for FMLA Leave to the fullest extent that the FMLA allows such substitution.

II. IMPLEMENTATION DATE

This Administrative Order is effective on the date specified by Paragraph XIII, below, and it shall apply to all new requests for unpaid leaves of absence and all requests for unpaid leaves of absence that are pending on such effective date and all requests for extension or modification of previously approved unpaid leaves of absence submitted or pending on or after such effective date.

III. DEFINITIONS

For purposes of this Administrative Order, the following terms, whether in the singular form or the plural form, shall have the following meanings when used herein:

A. Administrative Leave Without Pay. "Administrative Leave Without Pay" means leave without pay authorized by Personnel Board Rule 13.20.

B. AWOL. "AWOL" means that an Employee is absent from work without eligibility for paid leave and without approved Unpaid Leave.

C. Career Development Leave. "Career Development Leave" means leave without pay authorized by Personnel Board Rule 13.18(a)(2)

to engage in a course of study which will contribute materially to the Employee's value to Jefferson County.

D. Child. "Child" means, for FMLA purposes, any person who is under 18 years old, or any person 18 years old or older who is incapable

of self-care because of a mental or physical disability, whose relationship to an Employee is that of a biological child, an adopted child, a stepchild, a legal ward, or a child placed for Foster Care or as to whom an Employee stands in loco parentis.

E. Classified Employee. "Classified Employee" means a person appointed for employment in the classified service.

F. Director. "Director" means the Director of the Human Resources Department of Jefferson County.

G. Employee. "Employee" means all employees of Jefferson County, whether classified or unclassified. The definition of "employee" does not include any Elected Official or any person appointed to fill a vacant elected position.

H. Extended Medical/Disability Leave. "Extended Medical/Disability Leave" means leave without pay authorized by Personnel Board Rule 13.18(a)(1) for an Employee who has exhausted all other available forms of leave and is unable to perform the essential functions of his or her job.

I. FMLA. "FMLA" means the Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601-2654, and applicable regulations issued thereunder.

J. FMLA Leave. "FMLA Leave" means leave without pay available to an Employee pursuant to the FMLA.

K. Foster Care. "Foster Care" means 24-hour care for children in substitution for, and away from, their parents or guardian, with the placement for such 24hour care having been made by or with the agreement of the State as a result of a voluntary agreement between the parent or guardian that the child be removed from the home, or pursuant to a judicial determination of the necessity for foster care, and involves an agreement between the State and foster family that the foster family will take care of the child. Although Foster Care may be with relatives of the child, State action is involved in the removal of the child from parental custody.

L. Group Health Plan. "Group Health Plan" means, for FMLA Leave purposes, a plan as defined by the Internal Revenue Code of 1986 at 26 U.S.C. § 5000(b)(1), which for the purposes of this Administrative Order is a Jefferson County employee benefit plan (including a selfinsured plan) that provides health care (directly or otherwise) to Employees, former Employees, and/or the families of Employees or former Employees.

M. Health Care Provider. "Health Care Provider" means, for FMLA purposes, a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which he or she practices or any other person who is a Health Care Provider under the FMLA.

N. Hour. "Hour" means an hour worked by an Employee within the meaning of the Fair Labor Standards Act, and, in the case of a Salaried Employee, hours worked without regard to the Fair Labor Standards Act.

O. Intermittent Leave. "Intermittent Leave" means FMLA Leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period.

P. Key Employee. "Key Employee" means a Salaried Employee who is among the highest paid 10 percent of all Employees within 75

miles of the Salaried Employee's worksite, and no more than 10 percent of the Employees within 75 miles of the worksite may be Key Employees. To determine which Salaried Employees are Key Employees, year-to-date Employee earnings are divided by weeks worked (including weeks in which paid leave was taken), with earnings to include wages and premium pay. The determination of whether a Salaried Employee is a Key Employee shall be made at the time the Salaried Employee gives notice of the need for leave.

Q. Military Leave. "Military Leave" means leave with or without pay available to an Employee pursuant to Personnel Board Rules 13.13 and 13.14.

R. Paid Injury Leave. "Paid Injury Leave" means leave with pay available to an Employee pursuant to Personnel Board Rule 13.12.

S. Parent. "Parent" means, for FMLA purposes, a person who is or was the biological parent, adoptive parent, stepparent, or foster parent of an Employee (or an individual who stood in the place of a parent to an Employee) when the Employee is/was a child under 18

years old or is/was 18 years old or older and incapable of selfcare because of a mental or physical disability. Pursuant to the FMLA, this term does not include parents "in law."

T. Personnel Board Rule. "Personnel Board Rule" means a Personnel Board of Jefferson County rule or regulation promulgated under Act 248 of the Alabama Legislature of 1945, as amended. The terms and provisions of this Administrative Order shall be applied and administered consistent with the Personnel Board Rules, and this Administrative Order shall not limit the application of the Personnel Board Rules.

U. Personal Leave. "Personal Leave" means leave without pay available to a Regular Employee pursuant to Personnel Board Rule 13.18(a)(3).

V. Reduced Schedule Leave. "Reduced Schedule Leave" means FMLA Leave that reduces an Employee's usual number of Hours per work day or Hours per work week.

W. Regular Employee. "Regular Employee" means a full time Classified Employee who has completed twelve (12) months of uninterrupted full time service following an initial appointment in the classified service.

X. Salaried Employee. "Salaried Employee" means an Employee who is paid "on a salary basis" as defined in Section 541.118 of Title 29 of the Code of Federal Regulations, which is the United States Department of Labor regulation defining who may qualify as exempt from the minimum wage and overtime requirements of the Fair Labor Standards Act due to executive, administrative, and professional employment status.

Y. Serious Health Condition. "Serious Health Condition" means, for FMLA purposes, an illness, injury, impairment, or physical or mental condition that involves (I) inpatient care in a hospital, hospice, or residential medical care facility and any period of incapacity or any subsequent treatment in connection with such inpatient care or (ii) continuing treatment by a Health Care Provider that includes (a) a period of incapacity of more than three calendar days, including any subsequent treatment or period of incapacity relating to the same condition that also involves continuing treatment by (or under the supervision of) a Health Care Provider, (b) prenatal care, (c) any period of incapacity or treatment for such incapacity due to a chronic condition, (d) a period of incapacity which is permanent or longterm due to a condition for which treatment may not be effective, and (e) any period of absence to receive multiple treatments (including any recovery therefrom) by a Health Care Provider or under the orders of, or on referral by, a Health Care Provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

Z. Sick Leave. "Sick Leave" means leave with pay available to an Employee pursuant to Personnel Board Rule 13.10.

AA. Spouse. "Spouse" means the statutory or common law husband or wife of an Employee.

BB. Unpaid Leave. "Unpaid Leave" means and includes Administrative Leave Without Pay, Career Development Leave, Extended

Medical/Disability Leave, FMLA Leave, Military Leave, or Personal Leave; provided, however, that Military Leave shall be paid leave to the extent required under Paragraph IX, below.

CC. Vacation Leave. "Vacation Leave" means leave with pay available to an Employee pursuant to Personnel Board Rule 13.9.

DD. Vacation Leave Bank Leave. "Vacation Leave Bank Leave" means paid Vacation Leave awarded to an Employee pursuant to

the Vacation Leave Bank Plan established by Jefferson County Administrative Order 991, as amended.

IV. ADMINISTRATION

A. Approval of Unpaid Leave bpi Director. All Unpaid Leave applications shall be submitted to and approved by the Director.

B. Administration. The Director is hereby authorized to take such actions as are necessary to implement and administer this Administrative Order, and such actions shall include, but not be limited to, establishing necessary administrative rules and procedures, providing materials to Employees, requiring the use of written application forms and materials by Employees, and coordinating Unpaid Leave with Jefferson County Department Heads and the Payroll Department and the General Retirement System for Employees of Jefferson County. All such actions taken by the Director shall be consistent with the terms, provisions and requirements of this Administrative Order and in compliance with all applicable laws and regulations, including the FMLA and Personnel Board Rules.

C. Administrative Order Not a Contract of Employment. This Administrative Order is not intended to and does not create a contract of employment with any Employee and/or any vested right(s) for any Employee.

V. FAMILY AND MEDICAL LEAVE

FMLA Leave shall be governed by the following terms and provisions:

A. Eligibility for FMLA Leave. An Employee may become eligible to take up to 12 weeks of FMLA Leave during any 12-month period, with the 12-month period to be measured backward from the date the Employee uses any FMLA Leave (a "rolling 12-month period"). For an Employee to be eligible to take FMLA Leave, the Director must determine that the Employee has satisfied each of the following five (5) requirements:

1. Covered Worksite. The Employee works at a location where at least 50 Employees are employed by Jefferson County within 75 miles.

2. Twelve Months of Employment. The Employee must have been employed by Jefferson County for at least 12 months in total.

3. 1,250 Work Hours. The Employee must have worked at least 1,250 Hours during the 12-month period preceding the commencement date of any FMLA Leave.

4. Qualifying Circumstances. The Employee requests FMLA Leave due to one or more of the following circumstances: (i) the birth of a Child and to care for the newborn Child; (ii) the placement of a Child with an Employee for adoption or foster care and to care for the newly placed Child; (iii) to care for the Employee's Spouse, Child, or Parent who has a Serious Health Condition; and (iv) when the Employee has a Serious Health Condition that makes the Employee unable to perform one or more of the essential functions of the Employee's job. A husband and wife who are both Employees and who are both eligible for FMLA Leave may only take a combined total of 12 weeks of FMLA Leave during any 12-month period (a) for the birth of a Child and to care for the newborn Child, (b) for the placement of a Child for adoption or foster care and to care for the newly placed Child, or (c) to care for a Parent who has a Serious Health Condition.

5. Accrued FMLA Leave. The Employee must not have previously exhausted his or her FMLA Leave entitlement.

B. Intermittent Leave and Reduced Schedule Leave. With respect to the medical treatment of or recovery from a Serious Health Condition of an Employee, Spouse, Child or Parent, Intermittent Leave or Reduced Schedule Leave may be approved if medically necessary. Intermittent Leave or Reduced Scheduled Leave is not available for care for a newborn or newly placed Child. In the case of Intermittent Leave or Reduced Schedule Leave, the Director shall limit FMLA Leave increments to the shortest period of time that Jefferson County's payroll system uses to account for absences or use of leave, provided it is one Hour or less. To determine the amount of the salary reduction for a Salaried Employee who takes Intermittent Leave or Reduced Schedule Leave, (i) a pay rate per Hour will be determined by dividing yeartodate earnings (including wages and premium pay) by yeartodate Hours and (ii) multiplying such rate by the number of hours of Intermittent Leave or Reduced Schedule Leave taken.

C. Application for FMLA Leave. It is preferred that an Employee submit a written application for FMLA Leave to the Director. An Employee must provide at least 30 days advance notice, prior to the date an FMLA Leave period is to begin, to the Director of the need for FMLA Leave that is foreseeable (such as a need based on the expected birth of a Child, placement of a Child for adoption or foster care, or planned medical treatment for a Serious Health Condition of the Employee, a Spouse, a Child or a Parent). If an Employee fails to give 30 days advance notice for foreseeable FMLA Leave with no reasonable excuse for the delay, the Director may delay the approval of FMLA Leave until at least 30 days after the date the Employee provides notice to the Director of the need for FMLA Leave. If 30 days notice is not practical, however, such as because of a lack of knowledge of when the FMLA Leave will need to begin, a change of circumstances, or a medical emergency, notice must be given to the Director as soon as practicable. When the approximate timing of the need for FMLA Leave is not foreseeable, an Employee must give notice to the Director as soon as practicable or within two days of when the need for FMLA Leave becomes known to the Employee. The Director will delay or deny FMLA Leave if the Employee fails to give notice.

D. Decision on Application. When applying to the Director for FMLA Leave or giving notice to the Director of the need for FMLA Leave, an Employee must provide sufficient information for the Director to be able to determine whether the requested leave is FMLA qualifying. If the Employee fails to provide such information, the Director may delay approval or deny the requested FMLA Leave.

1. FMLA Leave Designation. Upon receipt of an application (or notification of a need) for FMLA Leave and sufficient information to determine whether the requested leave is FMLA qualifying, the Director shall designate whether the requested leave is (or is not) FMLA qualifying and give notice of such designation to the Employee and his or her Department Head and the Payroll Manager. The Director shall require that medical certification(s) be provided that will be considered by the Director in deciding whether the requested leave is FMLA qualifying.

2. Timing of Designation. An Employee and his or her Department Head and the Payroll Manager shall, where possible, be informed by the Director, prior to the commencement of any leave or before the conclusion of any leave, whether the leave will be approved FMLA Leave. Without Jefferson County Attorney review and approval, the Director shall not retroactively designate leave as FMLA Leave after the Employee has returned to work. In no event shall the Director retroactively designate leave as FMLA Leave, unless the Employee has requested such retroactive designation during the period of two (2) business days that immediately follows the date of the Employee's return to work.

3. Preliminary Designation. If the Director knows the reason for the leave taken by an Employee but has not been able to confirm that the leave qualifies under FMLA (or where the Director has requested medical certification which has not yet been received or the parties are in the process of obtaining a second or third medical opinion), the Director should make a preliminary designation, and so notify the Employee and Department Head and Payroll Manager, at the time leave begins, or as soon as the reason for the leave becomes known. Upon receipt of the requisite information from the Employee and of the medical certification that confirms the leave is for a qualified FMLA reason, the preliminary designation shall be made final. If the medical certification (s) fail to confirm that the reason for the absence is an FMLA qualifying reason, the Director shall withdraw the designation with written notice to the Employee

and Department Head and Payroll Manager. Regardless of the foregoing, the Director may delay continuation of or deny FMLA Leave, unless the Employee provides a medical certification.

4. Transfer to Alternative Position. The Director may require an Employee who has requested foreseeable Intermittent Leave or Reduced Schedule Leave due to planned medical treatment to transfer temporarily to a vacant alternative position or may temporarily alter the Employee's regular position, provided that (i) the Employee is qualified for such alternative or altered position; (ii) the alternative or altered position has pay and benefits equivalent to those of the Employee's regular position; and (iii) the alternative or altered position better accommodates recurring periods of FMLA Leave than the Employee's regular position.

E. Leave Substitution and Concurrent Leave. The Director shall require the Employee to substitute all paid Sick Leave and/or Vacation Leave for FMLA Leave to the fullest extent that the FMLA allows such substitution. When an Employee has begun taking Sick Leave and/or Vacation Leave and the Director thereafter learns that the Sick Leave and/or Vacation Leave is being taken for an FMLA qualifying reason, the Director shall count such Sick Leave and/or Vacation Leave as FMLA Leave. The Director shall also require that certain periods of workers compensation absence or Paid Injury Leave or Vacation Leave Bank leave run concurrently with FMLA Leave.

1. Order of Substitution and Counting. When paid Sick Leave and/or paid Vacation Leave are substituted for FMLA Leave, paid Sick Leave shall first be substituted. After all paid Sick Leave is exhausted, then all paid Vacation Leave shall be substituted. The substituted Sick Leave and/or Vacation Leave shall be counted against the Employee's FMLA Leave entitlement.

2. Workers' Compensation, Paid Injury Leave and Vacation Leave Bank. When an Employee is on a workers' compensation absence and/or is absent on Paid Injury Leave or Vacation Leave Bank Leave due to a Serious Health Condition, the Director shall designate the Employee's FMLA Leave entitlement to run concurrently with the workers' compensation absence and/or Paid Injury Leave and/or Vacation Leave Bank Leave, and the period of the workers' compensation absence and/or Paid Injury Leave and/or Vacation Leave Bank Leave shall count against the Employee's FMLA Leave entitlement.

3. Designation Before or After a Paid Leave or Absence Begins. It is the intent of this Administrative Order that paid Sick Leave, Vacation Leave, Paid Injury Leave, Vacation Leave Bank Leave and periods of workers' compensation absence run concurrent with and count towards an Employee's FMLA Leave entitlement as designated by the Director and to the fullest extent permitted by the FMLA. If the Director has insufficient information to make such a designation before such paid leave commences, the Director (i) may make the designation after the paid leave commences and (ii) will notify the Employee and the Employee's Department Head and Payroll Manager of any such designation.

F. Required Medical Certification. When FMLA Leave is requested to care for a Spouse, Child or Parent who has a Serious Health Condition or due to the Employee's own Serious Health Condition, the Director shall notify the Employee that a written medical certification issued by a Health Care Provider must be provided to the Director and shall notify the Employee of the consequences of failing to provide the medical certification. The Director also may require additional medical certification (s) after FMLA Leave begins to the fullest extent allowed by the FMLA. If an Employee does not supply required medical certification, any leave taken by the Employee shall not be FMLA Leave. The Director will advise an Employee whenever a medical certification is incomplete and provide the Employee a reasonable opportunity to cure any such deficiency. It is the Employee's responsibility to cure such deficiency within the 15day period after the date the Employee is notified of the deficiency by the Director.

1. Contents. An Employee requesting FMLA Leave for medical reasons may obtain the necessary medical certification forms from the Director, and these forms should be signed by the Health Care Provider and the Employee. The medical certification must include (i) a certification of any medical facts that support the existence of a Serious Health Condition and a brief statement as to how the medical facts meet the criteria of the definition of "Serious Health Condition," (ii) the date the Serious Health Condition began, its probable duration, whether additional treatments will be required for the condition, and an estimate of the probable number of any such additional treatments, (iii) an assertion that the Employee either (a) is unable to perform any one or more of the Employee's essential job functions and a statement regarding the probable period of the Employee's inability to work or (b) is needed to care for the Employee's Spouse, Child or Parent and an estimate of the time period of the care, and (iv) such additional medical facts as are required by the Director consistent with the FMLA.

2. Foreseeable Leave. The Employee should provide the medical certification before FMLA Leave begins; however, when that is not possible, the Employee must provide the medical certification within 15 calendar days after it is requested by the Director, unless it is not practicable under the circumstances to do so despite the Employee's diligent, good faith efforts.

3. Intermittent Leave or Reduced Schedule Leave. When Intermittent Leave or Reduced Schedule Leave is requested, additional medical certification requirements shall be applied by the Director, depending on the reason for which FMLA Leave is requested. With regard to an Employee's own Serious Health Condition, the medical certification must include a statement of the necessity for and duration of the Intermittent Leave or Reduced Schedule Leave. For additional medical treatment(s), the medical certification must include the actual or estimated dates of treatment (if known) and the probable period required for recovery, if any. In the case of FMLA Leave requested for the purpose of taking care of a Spouse, Child or Parent, the medical certification must provide the expected duration of the FMLA Leave.

4. Additional Medical Opinions. At the discretion of the Director, the Employee may be required to obtain the opinion of a second Health Care Provider designated by the Director. Jefferson County will pay for any such second opinion. In the event of a conflict between the first and second medical opinions, the Director may, at Jefferson County's expense, obtain a third opinion from a Health Care Provider approved jointly by the Director and the Employee. This third opinion shall be final and binding.

5. Return to Work. The Director may require an Employee on FMLA Leave to report periodically on his or her status and intention to return to work. The Director also may require medical certification that an Employee is able to resume work as a condition of job restoration and/or that an Employee is unable to return to work after expiration of FMLA Leave due to a Serious Health Condition.

G. Accounting for FMLA Leave. When an Employee requests FMLA Leave, the Director shall permanently maintain a file relating to the request which file shall contain written documentation evidencing how the Employee requested FMLA Leave (by written application, phone, fax, letter, etc.), the date the Employee requested the FMLA Leave, the duration of the FMLA Leave requested by the Employee, and the need for FMLA Leave as stated by the Employee. The file shall also contain a calendar year log the Director shall use to track the FMLA Leave used by the Employee, to calculate the amount of FMLA Leave taken by the Employee, and to determine the amount of the Employee's remaining eligibility for FMLA Leave. The file shall also contain all application forms and written materials relating to the Employee and FMLA Leave.

H Job Reinstatement and Employee Benefits. The Director shall apply Sections 825.209 through 825.219 of Title 29 of the United States Code of Federal Regulations in facilitating or denying job reinstatement and in administering Jefferson County employee benefit plans and programs.

1. Reinstatement. On return from approved FMLA Leave, an Employee is entitled to be returned to the same position held when the FMLA Leave began, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment. Jefferson County's obligation under the FMLA to restore an Employee to the same or equivalent employment ceases if and when the employment relationship would have terminated if the Employee had not taken FMLA Leave, such as when the Employee informs Jefferson County of his or her intent not to return from the FMLA Leave, fails to return from FMLA Leave, or continues on leave after exhausting his or her FMLA Leave entitlement. If the Director, in consultation with a Key Employee's Department Head and the Jefferson County Attorney, determines that restoration of the Key Employee to employment will cause substantial and grievous economic injury to the operations of Jefferson County, job restoration under the FMLA (including, without limitation, Sections 825.216 through 825.219 of the Code of Federal Regulations) may be denied to the Key Employee.

2. Group Health Plan Coverage. During any FMLA Leave, an Employee's Group Health Plan coverage will be maintained, but only on the same conditions as such coverage would have been provided if the Employee had been continuously employed during his or her entire FMLA Leave period. Therefore, any share of Group Health Plan premiums which had been paid by the Employee prior to the FMLA Leave must continue to be paid by the Employee during the FMLA Leave period. The Director may require that the Employee's share of Group Health Plan premiums during the FMLA Leave period be paid in any of the following ways: (I) payment would be due at the same time as it would be made if by payroll deduction; (ii) payment would be due on the same schedule as payments are made for continuation of coverage following a qualifying event under the Public Health Service Act, as amended by the Consolidated Omnibus Budget Reconciliation Act (COBRA); (iii) payment would be prepaid, pursuant to a cafeteria plan at the Employee's option; (iv) existing rules, if any, for payment by Employees on "leave without pay" would be followed, provided that such rules do not require prepayment (i.e., prior to the commencement of the leave) of the premiums that will become due during a period of FMLA Leave or payment of higher premiums than if the Employee had continued to work instead of taking FMLA Leave; or (v) another system voluntarily agreed to between the Director and the Employee, which may include prepayment of premiums (e.g., through increased payroll deductions when the need for the FMLA Leave is foreseeable). An Employee who is receiving payments as a result of a workers' compensation injury must make arrangements with the Director for payment of Group Health Plan benefits when simultaneously taking FMLA Leave. Subject to Section 825.212 of Title 29 of the United States Code of Federal Regulations, Jefferson County's obligation to maintain Group Health Plan coverage under FMLA ceases if an Employee's premium payment is more than 30 days late. An Employee may choose not to retain Group Health Plan coverage during FMLA Leave. Except as otherwise provided by the FMLA for Key Employees, Jefferson County's obligation to maintain Group Health Plan coverage during FMLA Leave ceases if and when the employment relationship would have terminated if the Employee had not taken FMLA Leave, such as when the Employee informs Jefferson County of his or her intent not to return from the FMLA Leave, fails to return from FMLA Leave, or continues on leave after exhausting his or her FMLA Leave entitlement. Subject to Section 825.213 of Title 29 of the United States Code of Federal Regulations, Jefferson County may recover from an Employee its share of Group Health Plan premiums for a period of FMLA Leave if the Employee fails to return to work after his or her FMLA Leave entitlement has been exhausted or expires.

3. Other Employee Benefits. An Employee's entitlement to benefits (other than Group Health Plan benefits) is determined under the applicable Jefferson County policy(ies) for providing such benefits when the Employee is on other forms of leave (paid or unpaid, as appropriate).

VI. ADMINISTRATIVE LEAVE WITHOUT PAY

An Employee may be placed on Administrative Leave Without Pay for a period of up to 365 days for reason(s) deemed to be in the best interest of Jefferson County. Only the Director may place an Employee on Administrative Leave Without Pay. The Director shall consult with the Employee's Department Head and the Jefferson County Attorney in deciding whether to place the Employee on Administrative Leave Without Pay. A Regular Employee who is involuntarily placed on Administrative Leave Without Pay for a period exceeding five (5) working days may appeal to the Personnel Board pursuant to Personnel Board Rule 13.20(c).

If an Employee is enrolled in and covered by Jefferson County group insurance plans, policies or arrangements before commencing a period of Administrative Leave, the Director will make available the continuation of such coverage during the period of the Administrative Leave to the extent permitted under such group insurance plans, policies and arrangements. Any continuation of coverage under a Jefferson County group insurance plan, policy or arrangement during a period of Administrative Leave shall be contingent upon an Employee making arrangements with the Director to continue to make any premium contributions for which the Employee is responsible and then timely paying such premium contributions. Following the termination of a period of Administrative Leave, job reinstatement shall be provided in accordance with Personnel Board Rules.

VII. CAREER DEVELOPMENT LEAVE

An Employee who desires to engage in a course of study that will materially contribute to the value of his or her Jefferson County service may be granted a period of Career Development Leave not to exceed 365 days. Only the Director may approve Career Development Leave. To apply for Career Development Leave, an Employee must complete a written application form specified by the Director and return the completed form to the Director, along with materials explaining and evidencing the course of study. The Director shall consult with the requesting Employee's Department Head and the Jefferson County Attorney in deciding whether to grant the application for Career Development Leave.

If an Employee is enrolled in and covered by Jefferson County group insurance plans, policies or arrangements before commencing a period of Career Development Leave, the Director will make available the continuation of such coverage during the period of the Career Development Leave to the extent permitted under such group insurance plans, policies and arrangements. Any continuation of coverage under a Jefferson County group insurance plan, policy or arrangement during a period of Career Development Leave shall be contingent upon an Employee making arrangements with the Director to continue to make any premium contributions for which the Employee is responsible and then timely paying such premium contributions. Following the termination of a period of Career Development Leave, job reinstatement shall be provided in accordance with Personnel Board Rules.

VIII. EXTENDED MEDICAL/DISABILITY LEAVE

An Employee who is unable to perform the essential functions of the Employee's position and has exhausted all Unpaid Leave and all Paid Injury Leave, Sick Leave, Vacation Leave, or other leave with pay may be granted a period of Extended Medical/Disability Leave not to exceed 365 days. Only the Director may approve Extended Medical/Disability Leave. The Director shall consult with a requesting Employee's Department Head and the Jefferson County Attorney in deciding whether to grant the Employee's application for Extended Medical/Disability Leave.

A. Application. To apply for Extended Medical/Disability Leave, the Employee must complete a written application form specified by the Director and return the completed form to the Director. In addition to the completed application, the Employee must also provide to the Director a written certificate signed by a licensed physician that provides (i) a general explanation of the Employee's condition, (ii) a certification that the employee is unable to perform the essential functions of the Employee's position with or without reasonable accommodation, and (iii) the probable duration of the Employee's incapacitation.

B. Return to Work. If during a period of Extended Medical/Disability Leave the Employee becomes capable of performing the essential functions of the Employee's position with or without reasonable accommodation, the Employee shall so notify the Director. When the Employee provides such notice, the Employee shall also provide the Director with a written certification from a licensed physician that the Employee is able to perform the essential functions of the Employee's position with or without reasonable accommodation. If reasonable accommodation is required, the physician's certification shall outline and explain the needed accommodation.

C. Reinstatement. If an Employee is enrolled in and covered by Jefferson County group insurance plans, policies or arrangements before commencing a period of Extended Medical/Disability Leave, the Director will make available the continuation of such coverage during the period of the Extended Medical/Disability Leave to the extent permitted under such group insurance plans, policies and arrangements. Any continuation of coverage under a Jefferson County group insurance plan, policy or arrangement during a period of Extended Medical/Disability Leave shall be contingent upon an Employee making arrangements with the Director to continue to make any premium contributions for which the Employee is responsible and then timely paying such premium contributions. Following the termination of a period of Extended Medical/Disability Leave, job reinstatement shall be provided in accordance with Personnel Board Rules.

IX. MILITARY LEAVE

The Jefferson County Commission supports the United States Armed Forces and will comply with applicable provisions of the Uniformed Services Employment and Re-employment Rights Act ("USERRA"), Sections 31-2-13 and 31-12-6 of the Code of Alabama,

the Jefferson County Commission's January 27, 2004 Resolution (Minute Book 143, Pages 556-557) establishing the War on Terrorism Supplemental Military Benefit, and Personnel Board Rules 13.13 and 13.14. An Employee must notify the Director of his or her need for Military Leave and complete such Military Leave application forms and materials as are provided to the Employee by the Director. Employees shall be eligible for Military Leave without pay (and with pay) in accordance with USERRA, Sections 31-2-13 and 31-12-6 of the Code of Alabama, and Personnel Board Rules 13.13 and 13.14.

X. PERSONAL LEAVE

An Employee may be granted a period of Personal Leave, not to exceed 365 days, for personal reason(s) considered sufficient by the Director. Only the Director may approve Personal Leave. To apply for Personal Leave, an Employee must complete a written application form specified by the Director and return the completed form to the Director. The Director shall consult with the requesting Employee's Department Head and the Jefferson County Attorney in deciding whether to grant the application for Personal Leave.

If an Employee is enrolled in and covered by Jefferson County group insurance plans, policies or arrangements before commencing a period of Personal Leave, the Director will make available the continuation of such coverage during the period of the Personal Leave to the extent permitted under such group insurance plans, policies and arrangements. Any continuation of coverage under a Jefferson County group insurance plan, policy or arrangement during a period of Personal Leave shall be contingent upon an Employee making arrangements with the Director to continue to make any premium contributions for which the Employee is responsible and then timely paying such premium contributions. Following the termination of a period of Personal Leave, job reinstatement shall be provided in accordance with Personnel Board Rules.

XI. EMPLOYEE DISCIPLINE

Employees who are AWOL and/or have abused Unpaid Leave may be disciplined as provided by Personnel Board Rules 12 and 13.6 and Jefferson County Administrative Order 025, as amended. Any Employee who fraudulently obtains FMLA Leave is not protected by FMLA's job restoration or maintenance of health benefits provisions.

XII. REPEAL OF ADMINISTRATIVE ORDER 94-2

Jefferson County Administrative Order 94-2 is hereby repealed effective at 12:01 a.m., on September 1, 2007.

XIII. EFFECTIVE DATE

This Administrative Order shall be effective at 12:01 a.m., on September 1, 2007. DONE and ORDERED at the Jefferson County Courthouse, this 28th day of August, 2007.

BETTYE FINE COLLINS, President

Jefferson County Commission

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

Aug-28-2007-1083

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

Revenue

0041433	Dispose	Dot Matrix Printer	Landfill
0041443	Dispose	Laser Printer	Landfill
46017	Dispose	Dot Matrix Printer	Landfill
46043	Dispose	Laser Printer	Landfill
960266	Dispose	Kofax KF7400 Board	Sold
960267	Dispose	Kofax KF7400 Board	Sold
960268	Dispose	Kofax KF7400 Board	Sold
990726	Dispose	Compaq Deskpro PC	Landfill

Sheriff's Office

00040	Dispose	Old Lifesaver PC	Landfill
040840	Dispose	Scanjet 8290	Landfill
705289	Dispose	Compaq Armada	Sold
705291	Dispose	Compaq Armada	Sold
734390	Dispose	GX240	Sold
990616	Dispose	Personal Computer	Salvage Parts
990617	Dispose	Personal Computer	Salvage Parts
990618	Dispose	Personal Computer	Salvage Parts

S000116	Dispose	CF27 MDT	Landfill
S000123	Dispose	CF27 MDT	Landfill
S000138	Dispose	CF27 MDT	Landfill
S000142	Dispose	CF27 MDT	Landfill
S000150	Dispose	CF27 MDT	Landfill
S000152	Dispose	CF27 MDT	Landfill
S000170	Dispose	CF27 MDT	Landfill
S000171	Dispose	CF27 MDT	Landfill
S000184	Dispose	CF27 MDT	Landfill
S000186	Dispose	CF27 MDT	Landfill
S000203	Dispose	CF27 MDT	Landfill
S000226	Dispose	CF27 MDT	Landfill
S000235	Dispose	CF27 MDT	Landfill

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

Aug-28-2007-1084

WHEREAS, The Jefferson County Commission wishes to accept the additional property insurance coverage policy submitted by Cobbs, Allen, & Hall for Great American Insurance Company of New York; and

WHEREAS, the policy is to provide property insurance coverage for the following properties:

1. 9120 Camp Oliver Road (Sheriff Substation) Bessemer, AL 35023
2. 3140 Cahaba Heights Road (Sheriff Substation) Cahaba Heights, AL 35243
3. 3200 Mt. Olive Road (Sheriff Substation) Mt. Olive, AL 35117
4. 813 Greensprings Highway (Courthouse Satellite) Homewood, AL 35209
5. 1485 Forestdale Blvd. (Courthouse Satellite) Forestdale, AL
6. 1515 6th Avenue South (Cooper Green Storage) Birmingham, AL
7. 114 10th Street (Bad Check Unit-Bessemer) Bessemer, AL
8. 2411 South Town Court (South Town) Birmingham, AL
9. 2700 5th Avenue (Cooper Green Clinics-Bessemer) Bessemer, AL 35020
10. #4 Avenue W (Cooper Green Clinics-Pratt City) Pratt City, AL 35214

NOW THEREFORE BE IT RESOLVED, BY THE JEFFERSON COUNTY COMMISSION that the property policy submitted by Cobbs, Allen, & Hall for Great American Insurance Company of New York in the amount of \$9,617.00 be hereby adopted.

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

Aug-28-2007-1085

WHEREAS, The Jefferson County Commission (the "Commission") previously exercised its discretionary authority to establish the Jefferson County Active Employee Group Health Care Plan (the "Plan") to provide group hospital, physician, major medical, and prescription drug benefits for certain eligible Jefferson County employees and their eligible family members; and

WHEREAS, the Commission periodically issues a booklet (the "Plan Booklet") that sets out effective Plan rules, procedures, features and benefits and that has a Table of Contents including one or more (or all) of the following topics: (1) Summary Of Health Benefits; (2) Eligibility; (3) COBRA Coverage; (4) Benefit Conditions; (5) Health Benefits; (6) Coordination Of Benefits (COB); (7) Subrogation; (8) Claims And Appeals; (9) General Information; (10) Customer Service; (11) Health Benefit Exclusions; and (12) Definitions; and

WHEREAS, the Plan is maintained on a twelve (12) consecutive calendar month accounting period that begins on October 1 and ends on September 30 (a "Plan Year"); and

WHEREAS, the Commission desires to acknowledge employee contributions and dedicated service by continuing the Plan for the October 1, 2007 through September 30, 2008 Plan Year.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION that the Plan shall continue in effect for the October 1, 2007 through September 30, 2008 Plan Year, with the Plan Booklet and this Resolution (including, without limitation, the immediately following Paragraphs 14 hereof) to constitute the operative terms and provisions of the Plan:

1. Employee Contributions. Plan participant contributions by employees for single and family Plan coverage shall be determined on a monthly basis for the October 1, 2007 through September 30, 2008 Plan Year by the Director of the Human Resources Department of Jefferson County (the "Director") on the following basis:

Single Coverage for 10/01/07 09/30/08: \$ 44.00 per month

Family Coverage for 10/01/07 09/30/08: \$151.00 per month

2. Current Mailings Address. Covered employees shall be responsible for at all times maintaining on file with the Director their own current mailing address and the current mailing address of each of their covered dependent(s).

3. Administrative Services. Blue Cross and Blue Shield of Alabama shall continue to provide Plan administrative services for the October 1, 2007 through September 30, 2008 Plan Year.

4. Effective Date. Following its enactment by the Commission, this Resolution shall be effective as of October 1, 2007; provided however, that this Resolution is limited to authorizing the Plan to continue only for the October 1, 2007 through September 30, 2008 Plan Year; therefore, further Commission action shall be required to continue the Plan in effect beyond September 30, 2008.

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

Aug-28-2007-1086

WHEREAS, The Jefferson County Commission (the "Commission") previously exercised its discretionary authority to establish the Jefferson County Retiree Group Health Care Plan (the "Retiree Health Plan") to provide group hospital, physician, major medical, and prescription drug benefits for certain eligible retirees and their eligible family members; and

WHEREAS, the Retiree Health Plan provides group health insurance coverage to eligible individuals who prior to age sixty-five (65) are eligible to begin receiving monthly benefits under the rules and regulations of The General Retirement System for Employees of Jefferson County (a "Pension") and to eligible dependents of such individuals; and

WHEREAS, the Commission periodically issues a booklet (the "Plan Booklet") that sets out effective Retiree Health Plan rules, procedures, features and benefits and that has a Table of Contents including one or more (or all) of the following topics: (1) Summary Of Health Benefits; (2) Eligibility; (3) COBRA Coverage; (4) Benefit Conditions; (5) Lifetime Maximum; (6) Health Benefits; (7) Coordination Of Benefits (COB); (8) Subrogation; (9) Claims And Appeals; (10) General Information; (11) Customer Service; (12) Health Benefit Exclusions; and (13) Definitions; and

WHEREAS, the Retiree Health Plan is maintained on a twelve (12) consecutive calendar month accounting period that begins on October 1 and ends on September 30 (a "Plan Year") and is a discretionary program that may be terminated or amended by the Commission; and

WHEREAS, the Commission desires to acknowledge employee contributions and years of dedicated service by continuing the Retiree Health Plan for the October 1, 2007 through September 30, 2008 Plan Year; provided, however, that the Commission shall retain authority to terminate or amend the Retiree Health Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION that this Resolution and those Plan Booklet terms and provisions that are consistent with this Resolution shall constitute the operative terms and provisions of the Retiree Health Plan, and the Retiree Health Plan shall be administered in accordance with such operative terms and provisions, including the following Paragraphs 110 of this Resolution:

1. Eligible Retiree Coverage. Subject to the operative terms and provisions of the Retiree Health Plan, an individual who (i) has not reached age sixty-five (65), (ii) is eligible to receive payment of a Pension, and (iii) is covered by the Jefferson County active employee group health insurance plan for hospital, physician, major medical, and prescription drug benefits immediately before the date the Pension becomes payable (an "Eligible Retiree") will, following his or her timely completion of any enrollment or application forms required by the Director of the Human Resources Department of Jefferson County (the "Director"), be eligible to begin Retiree Health Plan coverage as of the date the Pension becomes payable. Regardless of any other operative terms and provisions of the Retiree Health Plan, an Eligible Retiree shall not be eligible for late enrollment in the Retiree Health Plan; accordingly, an Eligible Retiree must enroll in the Retiree Health Plan as of his or her earliest date of coverage eligibility. The Retiree Health Plan coverage of an Eligible Retiree shall terminate in accordance with the applicable terms and provisions of the Plan Booklet and/or due to nonpayment of required participant contributions.

2. Eligible Dependent Coverage. Subject to the operative terms and provisions of the Retiree Health Plan, an Eligible Retiree who is himself or herself eligible for Retiree Health Plan coverage may enroll each eligible dependent of his or hers as defined by the Plan Booklet (an "Eligible Dependent") in Retiree Health Plan coverage by timely completing any enrollment or application forms required by the Director; provided, however, that an Eligible Dependent will be ineligible for Retiree Health Plan enrollment if he or she has reached age sixty-five. Regardless of any other operative terms and provisions of the Retiree Health Plan, an Eligible Dependent shall not be eligible for late enrollment in the Retiree Health Plan; accordingly, an Eligible Dependent must be enrolled in the Retiree Health Plan as of his or her earliest date of coverage eligibility. The Retiree Health Plan coverage of an Eligible Dependent shall terminate in accordance with the applicable terms and provisions of the Plan Booklet (without regard to whether the Retiree Health Plan coverage of his or her related Eligible Retiree has terminated) and/or due to nonpayment of required participant contributions.

3. Eligible Retiree's Medicare Eligibility. Regardless of any operative terms or provisions of the Retiree Health Plan, (i) an individual who is eligible for Medicare enrollment on the date he or she is eligible to receive a Pension shall be ineligible for Retiree Health Plan enrollment as an Eligible Retiree (but such individual shall be treated as an Eligible Employee solely for the purposes of the Retiree Health Plan enrollment of Eligible Dependents), and (ii) an Eligible Retiree's Retiree Health Plan coverage shall terminate if he or she becomes eligible for Medicare enrollment (but the coverage of his or her Eligible Dependents may continue in accordance with the following Paragraphs 4 and 6 of this Resolution). Prior to and as a condition of enrollment as an Eligible Retiree in the Retiree Health Plan, an individual who is eligible to receive a Pension due to a disability (a "Disability Pensioner") shall provide such information and documentation as is requested by the Director regarding his or her date of eligibility for Medicare enrollment and/or actual enrollment in Medicare. Following the Retiree Health Plan enrollment of a Disability Pensioner as an Eligible Employee, he or she shall (a) notify the Director of his or her eligibility date for Medicare enrollment within 30 days of his or her receipt of notice of such eligibility date and (b) provide such information and documentation as is requested once during a Plan Year by the Director in writing regarding eligibility for Medicare enrollment and/or actual enrollment in Medicare (a "Medicare Information Request"). Failure to provide a complete response to a Medicare Information Request within 30 days after it is mailed to the Disability Pensioner's current mailing address on file with the Director will result in termination of the Disability Pensioner's Retiree Health Plan coverage; provided, however, that such coverage may be retroactively reinstated if within 60 days after such mailing of the Medicare Information Request a complete response thereto is provided to the Director showing that the Disability Pensioner is eligible for Retiree Health Plan coverage. No loss of Medicare coverage shall result in the resumption of Retiree Health Plan coverage as an Eligible Retiree.

4. Eligible Dependent's Medicare Eligibility. Regardless of any operative terms or provisions of the Retiree Health Plan, (i) an individual who is eligible for Medicare enrollment on the date he or she otherwise would be eligible for Retiree Health Plan enrollment as an Eligible Dependent shall be ineligible for Retiree Health Plan enrollment, and (ii) the Retiree Health Plan coverage of an Eligible Dependent shall terminate if he or she becomes eligible for Medicare enrollment. Prior to and as a condition of enrollment as an Eligible Dependent in the Retiree Health Plan, an individual shall provide such information and documentation as is requested by the Director regarding his or her date of eligibility for Medicare enrollment and/or actual enrollment in Medicare. Following the Retiree Health Plan enrollment of an Eligible Dependent, he or she shall (a) notify the Director of his or her eligibility date for Medicare enrollment within 30 days of his or her receipt of notice of such eligibility date and (b) respond to each Medicare Information Request. Failure to provide a complete response to a Medicare Information Request within 30 days after it is mailed to the Eligible Dependent's current mailing address on file with the Director will result in termination of the Eligible Dependent's Retiree Health Plan coverage; provided, however, that such coverage may be retroactively reinstated if within 60 days after such mailing of the Medicare Information Request a complete response thereto is provided to the Director showing that the Eligible Dependent is eligible for Retiree Health Plan coverage. No loss of Medicare coverage shall result in the resumption of Retiree Health Plan coverage as an Eligible Dependent.

5. Act 03-343. The Commission's Resolution No. 2006-683, Minute Book 151, Pages 214-216, which was enacted on June 7, 2006 ("Resolution 2006-683"), made changes to the coverage eligibility rules of the Retiree Health Plan that shall remain in effect for the October 1, 2007 through September 30, 2008 Plan Year. Regardless of any operative terms or provisions of the Retiree Health Plan to the contrary, no individual may enroll (or be enrolled) under Paragraph 1 or 2, above, if he or she is an "Electing Individual" as defined by Resolution 2006-683 and/or has otherwise elected to become such an Electing Individual by submitting an application to The General Retirement System for Employees of Jefferson County to convert Unpaid Service to Paid Service pursuant to Act 03-343.

6. Participant Contributions and Current Mailings Addresses. Retiree Health Plan participant contribution levels shall be determined on a monthly basis for the October 1, 2007 through September 30, 2008 Plan Year by the Director per the rate table attached to this Resolution (the "Rate Table") and be based upon an Eligible Retiree's age as of the date that Retiree Health Plan coverage first becomes effective and the Eligible Retiree's years of service with Jefferson County. To the extent the Rate Table does not specify a participant contribution level for an Eligible Employee's age and/or years of service, the Director shall determine a participant contribution level for the Eligible Employee based upon the same formula(s) that were used to set the contribution levels in the Rate Table. The participant contribution level for a Disability Pensioner and his or her Eligible Dependents shall be determined under the Rate Table based upon 30 years of service and an Eligible Employee age of 64 years (the "Disability Rate"). When a Medicare-eligible individual is treated as an Eligible Employee under the preceding Paragraph 3 of this Resolution solely for the purposes of Retiree Health

Plan enrollment of Eligible Dependents, (i) the Disability Rate shall apply, (ii) the single coverage amount shall apply when one Eligible Dependent is covered, and (iii) the family coverage amount shall apply when more than one Eligible Dependent is covered. When the Retiree Health Plan coverage of a Disability Pensioner terminates due to Medicare eligibility and one or more of his or her Eligible Dependent(s) continue(s) to be covered, (a) the Disability Rate shall apply, (b) the single coverage amount shall apply when one Eligible Dependent is covered, and (c) the family coverage amount shall apply when more than one Eligible Dependent is covered. All participant contributions shall be due on a monthly basis and paid in accordance with procedures implemented by the Director. Eligible Retirees (including Disability Pensioners) and Eligible Dependents shall be responsible for maintaining their current mailing address on file with the Director at all times.

7. 2007-2008 Plan Year. The Retiree Health Plan will continue to be maintained on an October 1 through September 30 Plan Year for the October 1, 2007 through September 30, 2008 Plan Year as a discretionary program that may be terminated or amended by the Commission. This Resolution is limited to authorizing the Retiree Health Plan to continue only for the October 1, 2007 through September 30, 2008 Plan Year; therefore, further Commission action shall be required to continue the Retiree Health Plan in effect beyond September 30, 2008.

8. COBRA Coverage. Following the termination of the Retiree Health Plan coverage of an Eligible Retiree or an Eligible Dependent, such Eligible Retiree or Eligible Dependent shall not thereafter be eligible to re-enroll for Retiree Health Plan coverage but may exercise any Retiree Health Plan coverage continuation rights that he or she has under COBRA.

9. Severability. The foregoing terms and provisions hereof are severable; accordingly, the invalidity or unenforceability of any such term or provision shall not affect the other terms or provisions hereof, and any invalid or unenforceable term(s) or provision(s) shall be treated as though they have been omitted.

10. Effective Date. Following its enactment by the Commission, this Resolution shall be effective as of October 1, 2007.

Monthly Rate Table For Participant Contributions To The Jefferson County Retiree
Group Health Plan For The October 1, 2007 Through September 30, 2008 Plan Year

Years of Service	Age 60-64 When Coverage Starts	Age 55-59 When Coverage Starts	Age 50-54 When Coverage Starts	Age 45-49 When Coverage Starts
30 or more	Single:\$44.00	Single:\$44.00	Single:\$44.00	Single: \$235.25
	Family: \$151.00	Family:\$151.00	Family:\$151.00	Family:\$685.75
25-29	Single: \$120.50	Single:\$165.13	Single:\$209.75	Single:\$254.38
	Family: \$364.90	Family:\$489.68	Family:\$614.45	Family:\$739.23
20-24	Single: \$174.05	Single:\$205.29	Single:\$236.53	Single:\$267.76
	Family: \$514.63	Family: \$601.97	Family:\$689.32	Family:\$776.66
15-19	Single: \$211.54	Single:\$233.40	Single:\$255.27	Single:\$277.13
	Family: \$619.44	Family:\$680.58	Family:\$741.72	Family:\$802.86
10-14	Single: \$237.77	Single:\$253.08	Single:\$268.39	Single: \$283.69
	Family: \$692.81	Family: \$735.61	Family: \$778.40	Family:\$821.20

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

Aug-28-2007-1087

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Sub-Recipient Agreement with the University of Alabama at Birmingham for reimbursement (\$150,000) of renovations on the 12th Floor of the 2121 Building (for TASC Unit).

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

Aug-28-2007-1088

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the City of Birmingham shall be allowed to rent 236 voting machines from Jefferson County at the rate of \$450 per machine, 79 laptops/electronic poll books at the rate of \$100 each, and 78 cell phones at a rate of \$15 each to be used in the City's Municipal Election to be held on Tuesday, October 9, 2007; and, if no candidate receives a majority vote, the City of Birmingham shall be allowed to rent 236 voting machines at the rate of \$450 per machine, 79 laptops/electronic poll books at the rate of \$100 each, and 78 cell phones at a rate of \$15 each to be used in the event a runoff Election to be held on Tuesday, October 30, 2007.

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

Aug-28-2007-1089

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Change Order No. 1 to the agreement between Jefferson County, Alabama and Roof Craft Systems, Inc., for the roof replacement at Five Mile Creek WWTP, which reduces agreement amount by \$8,677 and will close out the project (General Services Project #2B29A).

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

COOPER GREEN MERCY HOSPITAL GOVERNING BODY

Aug-28-2007-1090

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

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

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

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

MEDICAL STAFF

AUGUST, 2007

Internal Medicine Rick Player, MD, Chair

<u>Name</u>	<u>Title</u>	<u>Specialty</u>
Shirin Banu	MD	Internal Medicine
Michael Harper	CRNP	Internal Medicine
Benjamin Dale	PA	Internal Medicine
Delois Wilson	LPN	Internal Medicine
Jane Davis	CRNP	Internal Medicine
Donald Marks	MD	Internal Medicine

Surgery Carol Leitner, MD, Chair

<u>Name</u>	<u>Title</u>	<u>Specialty</u>
Vinit Patel	MD	Anesthesia
Jacqueline Lewis	MD	General Surgery

AUGUST, 2007 MEDICAL STAFF (Initial Approval) APPLICATIONS

Internal Medicine Rick Player, MD, Chair

Li, Li, MD	Psychiatry
Masood Khan, MD	Psychiatry
Michael Johnson	Research Coord.
Emily Lazenby, MD	Internal Medicine Csy
Kimberly Keene, MD	Internal Medicine Csy

Surgery Carol Leitner, MD, Chair

Wesley Thayer, MD	Orthopedics
Jeffrey Shere, MD	Ophthalmology
Michael Boyle, MD	Ophthalmology
Ahmed Farah, MD	Surgery
Cecil McCollum, MD	Ophthalmology
Saleem Naviwala, MD	Otorlaryngology

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

Aug-28-2007-1091

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Agreement between Jefferson County, Alabama and 4MD $\text{\textcircled{C}}$, Inc. to provide Emergency Room physician services beginning October 1, 2007 in the amount of \$2,328,000 for FY07-08.

HOSPITAL SERVICES AGREEMENT

THIS HOSPITAL SERVICES AGREEMENT ("Agreement") is effective as of the 1st day of October 2007 ("Effective Date") by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Hospital (hereinafter sometimes referred to as "Hospital") and 4MD $\text{\textcircled{C}}$, Inc. (hereinafter sometimes referred to as "Contractor"), a Florida corporation licensed to do business in the State of Alabama. Individually and collectively the participants are referred to as "Parties".

RECITALS

WHEREAS, Hospital operates an Emergency Department ("ED") at its acute care hospital located in Birmingham, Alabama, and
WHEREAS, Hospital desires that Contractor shall locate and provide Physicians to furnish thirty two (32) hours of coverage daily and Physician Extenders to provide twelve (12) hours of coverage daily, 365 days per year, on duty in the Emergency Department to provide emergency medical services as needed, and

WHEREAS, Contractor is willing to provide said services based on terms and conditions set forth herein; and

WHEREAS, the parties desire to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the Parties agree as follows:

SECTION I

HOSPITAL RESPONSIBILITIES

1.1 Facilities, Equipment and Supplies. Hospital shall provide adequate space for the ED and provide appropriate equipment for the efficient operation and conduct of ED. Hospital shall provide the ED with utilities, housekeeping, security, laundry, medical equipment, drugs, supplies, furniture, dictation and transcription services, and other supplies and services necessary for the ED's proper and efficient operation. The space, services and supplies necessary will be determined by Hospital.

1.2 Non-Physician Personnel. All non-Physician personnel, except for Physician Extenders, required for the proper operation of the ED shall be provided by Hospital at staffing levels that are appropriate and customary for an ED of like volume and patient acuity level. All such personnel shall be trained and qualified in emergency medicine services and shall be capable of performing their assigned responsibilities. Contractor shall not be responsible for any salaries, wages, taxes, insurance, worker's compensation insurance, and other employee benefits and/or expenses of any kind in connection with such personnel. The termination of such personnel, the character of their work, and the hours of their employment shall be established by Hospital.

1.3 Medical Records. In accordance with applicable law, Hospital will allow Contractor, Physicians, and Physician Extenders during and after the term of this Agreement, to inspect at the hospital, at Contractor's expense, any individual chart or record to the extent necessary to assist in the defense of any malpractice claim or professional competency claim or for use in support of coding and billing for services rendered. Contractor, Physicians, and Physician Extenders shall maintain patient confidentiality with respect to any information obtained hereunder, subject to state and federal laws including but not limited to HIPAA regulations.

1.4 Emergency Physician's Room. Hospital shall make a room available for the Emergency Physicians staffing the ED containing the usual and customary amenities. An office area may also be necessary for the purpose of patient billing.

SECTION II

CONTRACTOR RESPONSIBILITIES

2.1 Physician Staffing. Contractor shall ensure that the ED is staffed by duly licensed and qualified Physicians and physician extenders trained and experienced in emergency medicine with the qualifications as set forth below ("Emergency Physicians" and "Physician Extenders") for the duration of this Agreement. An Emergency Physician shall be on the premises at all times, during scheduled shifts.

2.1(1) Each Emergency Physician shall satisfy the following minimum requirements:

(a) Each Emergency Physician provided by Contractor shall maintain board certification or residency in Family Practice, Internal Medicine or Emergency Medicine, be prepared for such certification by virtue of having successfully completed all educational and residency requirements or possess Emergency Department experience sufficient to satisfy Hospital requirements. Each Emergency Physician shall be certified in Advance Cardiac Life Support (ACLS) and Advanced Trauma Life Support (ATLS). Any Emergency Physician not meeting the above requirements must be specifically approved by Hospital prior to providing any services hereunder.

(b) An Emergency Physician shall not begin rendering services in the ED until he/she has been granted appropriate privileges by Hospital.

(c) Each Emergency Physician shall comply with the standards of professional practice and accept the duties as shall be determined by the medical staff of the Hospital and shall abide by the Bylaws, rules, and regulations set forth by the medical staff.

(d) Each Emergency Physician shall hold an unrestricted license to practice medicine in the State of Alabama and shall be qualified to perform the services in this agreement. Physician and Contractor shall certify that Physician has not been barred or sanctioned by Medicare and/or Medicaid.

(e) Each Emergency Physician shall act in accordance with the accepted local and national medical standards and in accordance with the rules and regulations of the American College of Emergency Physicians and the Joint Commission on Accreditation of Healthcare Organizations, and with all of the qualifications, prerogatives, and responsibilities of Medical Staff status.

(f) Each Emergency Physician shall provide care to all individuals who present themselves at the ED and who are in need of services, except as may be otherwise provided in Hospital policies and procedures, guidelines, or in this Agreement.

(g) Each Emergency Physician shall work harmoniously including clinical pathways as established by the Medical Staff and cooperate with Hospital's nursing and medical staff, its employees and administration.

(h) Each Physician shall appropriately and timely document medical services rendered that reflect the level of service rendered. All records including signatures will be completed prior to the physician's completion of their shift.

(i) Each Emergency Physician shall order tests and procedures that are only medically necessary based upon review of signs and symptoms. These tests must be in conjunction with clinical pathways established by the Hospital's Medical Staff.

(j) Each Emergency Physician shall agree to comply with all policies and procedures of Hospital and its parent corporation, including, but not limited to, its Corporate Compliance Plan.

(k) Each Emergency Physician shall participate in patient chart audits and report the result of same to Administration of Hospital indicated.

(l) Each Emergency Physician shall comply with the continuing education requirements of the medical staff of the Hospital as set forth in the medical staff bylaws or otherwise.

(m) Each Emergency Physician shall not make any alterations to the Emergency Department, nor any part thereof, or to any Hospital equipment, without the prior written consent of the Hospital.

(n) Each Emergency Physician shall oversee all day-to-day medical activity in the Emergency Department, including the oversight of the Physician Extenders, during his shift and, when appropriate, make sure that the Hospital's policies are carried out.

(o) The Emergency Physicians shall not use the premises of the Emergency Department at any time as an office for the private practice of medicine.

(p) The Emergency Physicians shall be mindful of the continuing relationship patients have with the Hospital and shall endeavor to treat such patients in a manner, which reflects favorably on the Hospital.

2.1(2) Physician Extenders must hold a license to practice in the state of Alabama, maintain ACLS certification, and follow all rules and regulations as set forth by the state of Alabama and Hospital. Additionally, each Physician Extender will be subject to

working with Contracted Physicians and, in essence, follow the same guidelines as given for their work as it relates to the Extender's practice and protocols.

2.1(3) Contractor shall supply a monthly Emergency Physician and Physician Extender Schedule for Physicians and Extenders scheduled by Contractor and a sign-in log in Physician's room indicating the actual Emergency Physician on duty and their hours worked.

2.2 Medical Staff Privileges. All Emergency Physicians and Physician Extenders must apply for medical staff privileges in Emergency Medicine and obtain approval for Medical Staff membership at Hospital through the usual Credentials Committee and Medical Staff recommendations, and by appointment of the governing body of Hospital in accordance with Hospital and Medical Staff Bylaws and Policies and Procedures on Appointment and Reappointment.

2.2(1) Credentialing information necessary to the processing of initial application for review and approval for each Emergency Physician and Physician Extender shall be forwarded to Hospital by Contractor not less than 30 days prior to his anticipated commencement date to process an initial application for review and approval. The Parties agree that, on occasion, temporary Medical Staff Membership may be needed for its Emergency Physician(s) during unusual or unforeseen circumstances, and Hospital agrees to expedite such temporary appointment.

2.2(2) Medical Staff privileges shall be maintained according to the Medical Staff Bylaws. Each Emergency Physician and Physician Extender shall carry out all responsibilities of the Medical Staff of the same classification.

2.3 Independent Contractor. In the performance of the duties and responsibilities described herein, Contractor and the Emergency Physicians and Physician Extenders shall, at all times, act as Independent Contractors practicing its/their profession, not as employees or agents of Hospital. Neither Contractor nor its Emergency Physicians or Physician Extenders shall have any claim under this Agreement against Hospital for vacation pay, sick leave, salary or other forms of compensation, retirement benefits, Social Security, worker's compensation, disability benefits, unemployment insurance benefits, or employee benefits of any kind.

The medical services to be performed by the Emergency Physicians and Physician Extenders will be specified by the Hospital but shall be performed by the Emergency Physicians and Physician Extenders as independent contractors under and subject to the general supervision of the Hospital, its medical staff, and in compliance with the rules and regulations of the Hospital. Contractor is not engaged in the practice of medicine and does not, and will not exercise control of any nature, kind, or description relating to the mode, manner, or means by which the Emergency Physicians or Physician Extenders shall perform their duties in providing emergency department coverage herein.

2.4 Lawful Directions. Emergency Physicians and Physician Extenders shall be guided by, and conform to all lawful directions given to them by Hospital, provided that such directions do not conflict with the provisions of this Agreement.

2.5 Non-Discrimination. Contractor shall not discriminate against any Emergency Physician or Physician Extenders applying for subcontractor status on the basis of race, color, religion, sex, age, national origin, or physical handicap not affecting physician's ability to provide emergency department services.

2.6 Personal Expenses. Contractor, Emergency Physicians, and Physician Extenders shall be responsible for all personal and professional expenses, including but not limited to, membership fees and dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.

2.7 No Authority to Commit Hospital. Contractor shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital.

2.8 Evaluation. Contractor shall meet with Hospital on a quarterly basis for the purpose of mutual goal setting and planning.

2.9 Admitting Privileges; Response to Codes. Emergency Physicians shall not have admitting privileges at the Hospital. Each Emergency Physician's primary responsibility is the ED; however, each Emergency Physician will respond to requests in other areas of Hospital for needed assistance of hospitalized patients upon request of the patient's attending Physician or Hospital's nurse supervisor.

2.9(1) Notwithstanding the above, it is recognized that some Emergency Physicians providing services under this contract may have privileges at Hospital outside the area of Emergency Medicine. This section will in no way alter any such Emergency Physicians' privileges including admitting privileges.

2.9(2) Emergency physicians will respond when called to all codes in the hospital.

2.10 Cooperation. Contractor agrees to cooperate with Hospital in resolving all claims and litigation, which may arise out of the providing of ED services by Contractor. Hospital agrees to inform Contractor's risk management department of the name of its professional liability insurer(s) and the limits of coverage. Provided, Contractor acknowledges that Hospital is currently selfinsured, which is acceptable Each Party agrees to keep the other advised about potential claims or litigation.

SECTION III

FEES, BILLING, COLLECTION AND REMUNERATION

3.1 Compensation for Services Rendered and NonInterference. The Hospital agrees to pay a monthly availability fee to Contractor in the amount of \$194,000 for the services rendered. This fee will be reassessed annually and could be adjusted due to changes in physician compensation, professional liability, patient volumes or other factors that could have a significant impact upon the practice

3.1(1) Hospital agrees that any physician recruited and presented by Contractor is to be the agent of 4MDC and that the use of such provider will be only through Contractor. Any attempts of Hospital to independently contract with physician while this contract is in force or for a period of one year after the termination of the same will constitute a material breach of this contract. However, Hospital may pay a recruitment fee of \$10,000 for each physician to be independently contracted by Hospital after the term of this agreement is over.

3.2 Documentation of Level of Service. Each Emergency Physician and Physician Extender shall document appropriately and timely the level of service provided so that Hospital and Contractor can appropriately code and bill for medically necessary services.

3.3 Payment Distribution. Hospital shall pay the amounts due to Contractor for services rendered by the fifth (5th) of the month for services that were rendered in the prior month. Amounts due shall be based on an actual hours of coverage by physician for that month and shall be submitted no later than the 25th day of the month in which the services are rendered. Any changes occurring after the invoice has been sent will be corrected on the following month's invoice.

3.4 Billing and Collection for Services to Patients. Hospital shall be responsible for the billing and collection of Physician fees for services Emergency Physicians and Physician Extenders provide to patients. However, Contractor may perform such services for Hospital on an interim basis. If this occurs, Contractor will cause all billing functions to be performed in an acceptable method including the setting up of an entity for payment for the physician group into a secure lock box. All monies collected will be the property of Hospital and will be transferred to an account so given by Hospital to Contractor. Hospital will be responsible for a monthly professional fee billing based upon a set rate for each patient seen during the month plus any banking fees that may be associated with the administration of the bank accounts mentioned herein.

3.5 Assignment. Contractor, Emergency Physicians, and Physician Extenders assign to the Hospital the sole and exclusive right to bill, collect, and receive the fees for all Facility and Professional fees incurred through the professional medical and clinical services rendered by the Emergency Physicians pursuant to this Agreement. The Emergency Physicians and Physician Extenders agree to be available for consultation at mutually agreeable times to discuss third party billing issues.

3.6 Final Payment. Upon the termination of Agreement, Hospital shall pay Contractor all monies owed for services rendered by the Emergency Physicians prior to the termination date within 15 days after receiving Contractor's final invoice for hours covered up to the termination date.

SECTION IV

TERM AND TERMINATION

4.1 Term of Agreement. The parties agree that the initial term of this Agreement shall be for a term of thirtysix (36) months, commencing on October 1, 2007 or earlier by mutual agreement and running continuously for the thirtysix month duration unless terminated by either Party for one of the reasons set forth below.

4.2 Termination. After the first twelve months of the initial term, either Party may terminate this Agreement with or without cause or penalty by giving other Party written notice onehundredtwenty (120) days prior to desired termination date.

4.3 Removal of Emergency Physician or Physician Extender. Hospital may request the immediate discontinued use by Contractor, for purposes of this agreement, of any Emergency Physician or Physician Extender being scheduled by Contractor. Contractor agrees not to schedule said Physician or Physician Extender at hospital from that point forward unless mutually agreed upon.

SECTION V

GENERAL PROVISIONS

5.1 Compliance with COBRA/OBRA Regulations. In order to comply with the federal guidelines contained in COBRA/OBRA, Contractor and the Hospital each agree as follows:

(a) All patients entering the ED will be evaluated by the Emergency Physician on duty.

(b) All patients entering the ED shall be triaged by hospital personnel prior or during registration for the ED and those with medical conditions warranting it, will be triaged directly to the treatment area with registration occurring later. No patients will be triaged out of the ED without a medical screening examination by the Emergency Physician except by a Nurse Practitioner following Medical Staff approved protocols.

(c) If a patient's condition warrants hospitalization or definitive specialized care, the Emergency Physician shall admit to a member of the Active Medical Staff or transfer the patient as appropriate.

5.2 Indemnity/Hold Harmless.

(a) By Contractor. To the extent allowed by law, Contractor will indemnify and hold Hospital harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys fees, regardless of the outcome of such claim or action) caused by or resulting from negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was Contractor's or that of any person providing services hereunder for Contractor. To the extent not covered by Hospital's applicable policies of insurance and upon written

notice from Hospital, Contractor will resist and defend at its own expense, and by counsel reasonably satisfactory to Hospital, any such claim or action.

(b) By Hospital. To the extent allowed by law, Hospital will indemnify and hold Contractor harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys fees, regardless of the outcome of such claim or action) caused by or resulting from negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement. To the extent not covered by Contractor's applicable policies of insurance and upon written notice from Contractor, Hospital will resist and defend at its own expense, and by counsel reasonably satisfactory to Contractor, any such claim or action.

(c) Conflicts. Should both Parties assert a claim for indemnification under this provision, each Party shall defend itself vigorously against any and all claims arising under the terms of this Agreement. Should the court with jurisdiction in the underlying case determine one Party is without responsibility, that Party shall be entitled to indemnification under this provision. In the case of a claim for medical negligence, indemnification shall be limited to available coverage of insurance as required by the provisions of this Agreement.

5.3 Access to Books and Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Contractor shall make available to the Secretary those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. Such records and documents shall be available for inspection for four (4) years after the rendering of such services. If Contractor carries out any of the duties of this Agreement through a subcontract other than contracting with Physicians as independent contractors which amounts to \$10,000 or more over a twelve (12) month period with a related individual or organization, Contractor agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the requirements of Public Law 46499, 952 (1861 (v) (1) of the Social Security Act) and regulations promulgated thereunder. The Parties agree that any attorneyclient, accountantclient, or other legal privilege shall not be deemed waived by virtue of this Agreement.

5.4 Regulatory Requirements. Contractor shall ensure the services being provided and the maintenance and operation of the ED shall be rendered in compliance with all applicable statutes, regulations, rules and directives of federal, state, and other governmental and regulatory bodies, including third Party payors, having jurisdiction over Hospital. ED practices shall be in compliance with the policies and procedures of Hospital, the applicable standards of the Joint Commission on the Accreditation of Healthcare Organizations, and all currently accepted and approved methods and practices of the professional specialty of Emergency Medicine.

5.5 Liability Insurance. Contractor and the Emergency Physicians and Physician Extenders contracted by Contractor to staff the ED agree to carry professional liability insurance in the minimum amounts of One Million and No/100 (\$1,000,000) Dollars per occurrence and Three Million and No/100 (\$3,000,000) Dollars cumulative and to maintain this coverage throughout the term of this Agreement. Contractor shall provide a certificate of insurance to Hospital evidencing such coverage, and shall furnish Hospital with prompt, written notice of cancellation or material change in coverage, said amounts subject to change if Hospital raises its minimum requirements for Physicians on staff.

5.6 Non-Binding Mediation. Disputes arising under this Agreement, which are not resolved through negotiations by the Parties, shall, upon written request of either Party, be submitted to nonbinding mediation pursuant to the currently accepted rules of such procedures. Either Party in a court of competent jurisdiction may enforce the decision of the mediator. Awards shall be in writing and include findings of fact and conclusions of law. Each Party shall bear its own mediation costs and expenses. Venue for any such mediation proceedings shall be in the state in which Hospital is located.

5.7 Attorney's Fees and Costs. Subsequent to a failed mediation, if any legal action is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, including those related to appeals, in addition to any other relief to which it or they may be entitled.

5.8 Material Change in Law. In the event any material change in any federal or state law or regulation creates a significant likelihood of sanction or penalty based on the terms of this Agreement or would prohibit the Hospital from billing for or receiving payment for any services provided by Hospital, Contractor, Emergency Physician, or Physician Extender because of the terms of this Agreement, then upon request of either Party, the Parties hereto shall enter into good faith negotiations to renegotiate the affected provision or provisions of the Agreement to remedy such term or condition. In the event the parties are unable to reach agreement on the affected provision or provisions, so as to bring such provision or provisions into compliance with the law or regulation within sixty (60) days of the initial request for renegotiation, this Agreement shall terminate upon thirty (30) days written notice or the effective date of such change (whichever is earlier). Each Party hereto expressly recognizes that upon request for renegotiation, each Party has a duty and obligation to the other to renegotiate the affected term(s) in good faith.

5.9 Consent Not Unreasonably Withheld. Where the consent, approval or concurrence of either Party is required, it shall not be unreasonably withheld or delayed.

5.10 Waiver of Provisions. Any waiver of any term or condition herein must be in writing, and sign®d by the Parties. A waiver of any of the terms and conditions shall not be construed as a waiver of any other terms or conditions herein.

5.11 Severability. The provisions of this Agreement, except for the provisions of Section 111, Fees, Billing, Collection and Remuneration, shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties.

5.12 Benefit of Successor. This Agreement is binding upon and shall inure to the benefit of the successors in interest or the assignees of the Parties hereto, except as otherwise provided herein.

5.13 Governing Law. This Agreement shall be governed and interpreted under the laws of the State of Alabama.

5.14 Modification to Comply with Law. It is the Parties' intention that this agreement meet all conditions and comply in all respects with federal and state law, regulation and administrative rulings and procedures, including, but not limited to, Revenue Procedure 9319 and Revenue Ruling 69383, as issued by the Internal Revenue Service, in order to protect and preserve Corporation's tax exemption. The parties declare that this agreement was negotiated at arm's length and agree to negotiate in good faith to modify this agreement in any manner necessary to ensure such compliance.

It is the expectation of Corporation that each Emergency Physician and Physician Extender will use his/her best medical judgment in referring patients to the appropriate Physicians and hospitals in order that the patient will receive the appropriate quality of medical care.

Each Emergency Physician and Physician Extender provided by Contractor hereunder has not been sanctioned or disbarred by Medicare or Medicaid or other government agencies.

5.15 Notices. Any notices required pursuant to this Agreement must be in writing and deemed delivered when hand delivered, or within three (3) days after such notice is deposited in the U.S. mail by certified mail, return receipt requested, with sufficient postage affixed thereto, and transmitted or addressed as follows (or at such other address as the addressee may from time to time advise in writing):

To Hospital: Cooper Green Mercy Hospital
 1515 6th Avenue South
 Birmingham, Alabama 35223
 Attn: Dr. Sandra Hullett
 Administrator

To Contractor: 4MDC, Inc.
 1028 Highland Lakes Trace
 Birmingham, Alabama 35242
 Attn: G. DuWane Hooper
 President

5.16 Compliance with Law.

5.16(1) Contractor shall ensure that the services being rendered by Emergency Physician and Physician Extender shall be rendered in compliance with all applicable statutes, rules and directives of federal, state and other governmental regulatory bodies including but not limited to Medicare, Medicaid and the applicable standards set by the JCAHO.

5.16(2) EMTALA.

a. In order to comply with the requirements contained in the federal Emergency Medical Treatment and Active Labor Act, and regulations promulgated thereunder ("EMTALA") and applicable state law, Contractor and Hospital shall comply with the following:

(1) All patients requesting medical evaluation at the Emergency Department, or on the premises en route to the Emergency Department, shall be evaluated and screened by the Physician on duty or a designee as prescribed in Hospital By-Laws.

(2) No patient will be discharged from Hospital by a Physician or Physician Extender without a medical screening examination unless there is a documented patient refusal of care.

b. If a patient's condition warrants hospitalization or specialized care, the Physician shall refer the patient to the appropriate staff physician, or his/her designee, or shall arrange an appropriate transfer or referral, as applicable.

5.16(3) HIPAA.

a. OCHA. Contractor will operate with Hospital and other covered entities providing services within the Hospital in an Organized Health Care Arrangement (OHCA) as defined at 42 C.F.R. §164.501 for the purpose of sharing information that is protected under the federal HIPAA regulations for various healthcare operations purposes. In furtherance of the above, Contractor agrees:

(1) to abide, in activities in or relating to the protected health information of patients in the hospitals, by the terms of the OCHA's joint notice of privacy practices;

(2) to abide, in activities in or relating to the protected health information of patients in the hospitals, by the HIPAA policies agreed to by the hospitals and their medical staff; and

(3) that members of its workforce will receive sufficient training to ensure these agreements are met.

In furtherance of the above, Hospital agrees:

(1) to provide to all patients seeking and receiving medical or clinical treatment from 4MDC'S contracted or employed physicians and other clinical providers, a Notice of Privacy Practices (the "Notice") covering the obligations of Covered Entity and Business Associate hereunder, and to obtain from each patient or individual, or their representative, a written acknowledgment that the Notice as required by the Privacy Regulation has been made available.

(2) to inform 4MDC of any changes in the form of Notice of Privacy Practices (the "Notice") that the Covered Entity provides to patients and individuals and provide the Business Associate with a copy of the Notice currently in use upon request.

b. Business Associate. Contractor acknowledges that it meets the definition of a "business associate" set forth in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act (hereinafter, the Health Insurance Portability and Accountability Act and its implementing regulations (including, without limitation, the privacy regulations adopted at 45 C.F.R. Parts 160 and 164) as they may be amended from time to time are collectively referred to as "HIPAA"), and that this Agreement is subject to the requirements for business associate contracts with health care providers which involve the use of individually identifiable health information

("Protected Health Information"). Contractor acknowledges that Hospital will be providing Protected Health Information to Contractor in order for Contractor to carry out its obligations under this Agreement. Contractor may use and disclose Protected Health Information only for the purposes of performing its obligations under this Agreement and the proper management and administration of Contractor and not for any other purpose. Contractor shall not use Protected Health Information in any manner that would constitute a violation of HIPAA.

5.17 Exclusive Agreement. This Agreement is an exclusive agreement between the Parties as to the hours covered under this contract and Hospital agrees not to contract for same service during the term of this contract.

5.18 Non-participants in Medicare/Medicaid. Both Parties agree not to contract with or employ individuals to provide services to Hospital who either are disbarred from or do not participate in the Medicare and/or Medicaid programs.

5.19 Entire Agreement. This Agreement shall constitute the complete agreement of the parties and shall supersede any and all prior agreement(s), whether written or oral by and between the parties. The parties hereto agree that no warranties, inducements or representations exist except as stated herein. The parties agree that this Agreement may not be amended unless in writing, executed by both parties, to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement on the date first above written.

"Contractor"

4MDC, Inc.

_____, President

"Hospital"

Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital

Bettye Fine Collins, President

Jefferson County Commission

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

Aug-28-2007-1092

Whereas state requirements call for nursing homes to have a state licensed individual designated as Nursing Home Administrator at all times and Carlette Smith is currently satisfying that requirement with a temporary license which expires at close of business on September 2, 2007; and

Whereas Ms Smith will test for her license on, to wit, September 8, 2007; and

Whereas Derrick Williams is licensed at this time and agrees to temporarily fill the position of Nursing Home Administrator pending the filling of the position in accordance with Merit System Rules and Regulations.

Now Therefore Be It Resolved by the Jefferson County Commission that Derrick Williams is hereby temporarily appointed as Nursing Home Administrator of the Jefferson Rehabilitation and Health Center effective September 3, 2007 and continuing until replaced by the Commission.

Be It Further Resolved that Commissioner Larry Langford and the Human Resources Director are hereby authorized to do whatever else as may be necessary to satisfy the state requirement described above.

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

Aug-28-2007-1093

Whereas Vickie Knight is the Deputy Director of Nursing at the Jefferson Rehabilitation and Health Center and has provided notice of her resignation effective close of business August 31, 2007; and

Whereas the state requirements call for this position to be filled at all times; and

Whereas Derry Johnson is qualified under the state regulations to fulfill the state requirement and agrees to temporarily fill the position of Deputy Director of Nursing.

Now Therefore Be It Resolved by the Jefferson County Commission that Commissioner Larry Langford and the Human Resources Director are hereby authorized to do all things necessary in order to appoint Derry Johnson as a provisional Deputy Director of Nursing pending the filling of the position in accordance with the Merit System Rules and Regulations.

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

Aug-28-2007-1094

Whereas, Jefferson County Sheriff's Office has received notice of a grant award through Honda Manufacturing of Alabama, LLC entitled National Youth Project Using Minibikes (NYPUM) in the amount of \$16,000; and

Whereas, application is required as part of the implementation process; and

Whereas, this grant requires no matching funds.

NOW, THEREFORE BE IT RESOLVED that the Jefferson County Commission approves application for the NYPUM Grant.

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

Aug-28-2007-1095

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the case styled Willie Lucas v. Oliver Walker and Jefferson County. Alabama, Jefferson County Circuit Court Case No. CV 067-205, in the amount of Forty Five Thousand and no/100 (\$45,000) Dollars. Be it further resolved by the Jefferson County Commission that the Director of Finance is hereby directed to issue a check made payable to "Willie Lucas and Samuel Wiggins, Attorney" in the amount of \$45,000 and forward to the County Attorney for disbursement.

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

Aug-28-2007-1096

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Darrell and Tiffany Foster in the amount of Twenty Four Thousand Eight Hundred Fifty Seven and 00/100 (\$24,857.00) 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 Darrell and Tiffany Foster in the amount of \$24,857.00 and forward it to the County Attorney for disbursement.

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

Aug-28-2007-1097

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Angela Anthony in the amount of Eight Thousand Three Hundred Thirty Four and 31/100 (\$8,334.31) 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 Angela Anthony in the amount of \$8,334.31 and forward it to the County Attorney for disbursement.

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

Aug-28-2007-1098

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of John DeLucia in the amount of One Thousand Two Hundred One and 59/100 (\$1,201.59) 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 John DeLucia in the amount of \$1,201.59 and forward it to the County Attorney for disbursement.

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

Aug-28-2007-1099

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Daryl Gaiter in the amount of One Hundred Eighty Five and 00/100 (\$185.00) 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 Daryl Gaiter in the amount of \$185.00 and forward it to the County Attorney for disbursement.

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

Aug-28-2007-1100

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute the attached contract between Jefferson County, Alabama and the law firm of Fitzpatrick & Brown, LLP, to provide legal services to the County in the case styled USA v. Jefferson County, Case No. CV 75-0666-S.

LAW OFFICES OF FITZPATRICK & BROWN LLP

August 14, 2007

By Hand Delivery

Re: United States v. Jefferson County, et al., CV 75-666-S
Consent Decree with Jefferson County

Gentlemen:

At your request, I am pleased to propose a schedule for the provision of legal services to Jefferson County in matters relating to its consent decree in the referenced case dated December 29, 1982. These matters include, but are not limited to, the defense of an anticipated motion for contempt enforcement that may be filed by Martin, et al. and a possible motion to terminate the consent decree to be filed by Jefferson County. Our work will be under the direction of your office.

As you know, we have for many years represented other parties in proceedings concerning the consent decrees with the City of Birmingham and the Personnel Board. We believe proceedings involving those two decrees are very near a conclusion and entirely distinct from matters relating to the Jefferson County consent decree. There is no conflict nor potential for conflict of interest with our clients in those matters. Should unforeseen circumstances arise in the future wherein we perceive a possible conflict of interest, we will promptly notify the County Attorney so that the situation may then be assessed.

We will provide monthly billings of all services provided and expenses incurred for the representation of the County in this matter. The services will be billed on an hourly basis in quarter hour increments. Expenses will be billed at actual cost in accord with the attached schedule.

We look forward to assisting Jefferson County in resolving these most important matters.

JEFFERSON COUNTY, ALABAMA
BETTYE FINE COLLINS

Yours very truly,
Raymond P. Fitzpatrick, Jr.

Its: President

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

Aug-28-2007-1101

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Amendment to Agreement between Jefferson County, Alabama and Computer Help for Kids be and hereby is approved.

AMENDMENT TO AGREEMENT

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

The Agreement by and between Jefferson County, Alabama and Computer Help for Kids approved by the Jefferson County Commission on August 7, 2007 (Minute Book: 154; Page Number: 163) is hereby amended as follows:

Amend Paragraph 2 as follows:

The County shall pay to the Contractee a lump sum payment of \$50,000 upon execution of this Amendment to the Agreement.

Amend Paragraph 3 as follows:

b. Continue to provide nonprofit organizations and neighborhood association with refurbished computer equipment and with Internet access.

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

COMPUTER HELP FOR KIDS

Robert D. McKenna, Chairman

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

Aug-28-2007-1102

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Amendment to Agreement between Jefferson County, Alabama and Jefferson County Committee for Economic Opportunity be and hereby is approved.

AMENDMENT TO AGREEMENT

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

The Agreement by and between Jefferson County, Alabama and Jefferson County Committee for Economic Opportunity approved by the Jefferson County Commission on August 14, 2007 (Minute Book: 154; Page Number: 187) is hereby amended as follows:

Amend Paragraph 2 as follows:

The County shall pay to the Contractee a lump sum payment of \$50,000 upon execution of this Amendment to the Agreement.

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

JEFFERSON COUNTY COMMISSION OF ECONOMIC OPPORTUNITY

Gayle Cunningham, Executive Director

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

Aug-28-2007-1103

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the Birmingham Board of Education (hereinafter called the "Contractee").

W I T N E S S E T H:

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

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

WHEREAS, the County Commission determines 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 \$25,000.00 upon execution of this contract.
3. The Contractee shall provide the following services for Norwood Elementary School:
 - a. Develop a computer lab (to include network drops with materials and labor, black and white laser printers, color laser printers and computers) which will be available to all students and will support instructional subjects such as reading, writing, and math.

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, 2007 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

Birmingham Board of Education

Dr. Stan Mims, Superintendent

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

Aug-28-2007-1104

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Alabama Institute for Deaf and Blind (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County Commission 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 \$15,000 upon execution of this contract.
3. The Contractee shall provide the following services in Jefferson County:
 - a. Secure vision and hearing devices (glasses, hearing aids, assistive technology devices) for low-income senior citizens, ages 55 and older, residing in Jefferson County and provide educational brochures and manuals to seniors and their caregivers

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, 2007 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

Alabama Institute for Deaf and Blind

Terry Graham, President

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

Aug-28-2007-1105

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Amendment to Agreement between Jefferson County, Alabama and Federation of Southern Cooperatives be and hereby is approved.

AMENDMENT TO AGREEMENT

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

The Agreement by and between Jefferson County, Alabama and the Federation of Southern Cooperatives approved by the Jefferson County Commission on April 10, 2007 (Minute Book: 153; Page Number: 322) is hereby amended as follows:

Amend Paragraph 2 as follows:

"The County shall pay to the Contractee a lump sum payment \$2,500 plus \$3,000 for a total \$5,500 upon execution of this contract.

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

FEDERATION OF SOUTHERN COOPERATIVES

Ralph Paige, Executive Director

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

Aug-28-2007-1106

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Metropolitan Arts Council (hereinafter called the "Contractee").

WITNESSETH:

WHEREAS, the County recognizes the arts and arts related organizations as cultural resources of the County; and

WHEREAS, the County recognizes that exposure to educational and cultural experiences enhances the value of its citizens to themselves and to the community; and

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

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

1. The term of this Agreement shall begin upon execution of this contract and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum total of \$5,000.
3. The Contractee shall provide the following services:
 - a. Provide funds for the restoration of a mural in the auditorium of Woodlawn High School, which was commissioned in 1935

by the Works Progress Administration (WPA) and was finalized in 1938 and is one of the largest WPA commissioned mural in the United States. This project is to be documented on discs to be distributed to all high schools in the State of Alabama and also to the Smithsonian Institution.

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, 2007 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

Metropolitan Arts Council

Catherine Rye Gilmore, Executive Director

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

Aug-28-2007-1107

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the contract between the Jefferson County Education Association and the Jefferson County Commission in the amount of \$1,500 that was approved on July 31, 2007 (Minute Book: 154; Page Number: 122) be rescinded.

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

Aug-28-2007-1108

WHEREAS, it is the policy of the Jefferson County Commission to recognize achievements in those individuals who have impacted our community for the better; and

Whereas, The McCalla Major League Baseball Team consists of 12 young men, 12 years of age; and

Whereas, The McCalla Major League Baseball Team defeated the state of Louisiana with a score of 12 - 0 to win the Dixie Youth Baseball World Series on August 11, 2007; and

Whereas, by their performance, the players and coaches have brought recognition to Jefferson County, Alabama for not only their athletic abilities, but for their team play, their sportsmanship and their dedication. The high standards of this baseball team's character, and their devotion to the discipline of the sport of baseball will inspire other students to accomplish their goals; and

Whereas, The 2007 McCalla Major League Baseball Team is the first in the history and existence of McCalla Baseball Park to win the Dixie Youth Baseball World Series Championship; and

WHEREAS, the team players are Dylan Wayne Cline, John Patrick Curren, Brandon Wade Davis, Phillip Michael Davis, Zachery Ryan Englebert, Trenton Lee Hill, Jakeb Michael Knight, Justin Seth Patterson, Michael McKenzie Rogers, Rodney Chad Smith, Joshua Clayton Weaver, and Damien DeMarcus Whitfield; led by Coach Johnny Curren, Coach Rodney Smith, and Coach Tim Hill; and

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Commission in Birmingham, Alabama does hereby recognize the McCalla Major League Baseball Team as The 2007 Dixie Youth Baseball World Series Champions!

ADOPTED by the Jefferson County Commission in Birmingham, Alabama, a copy of this resolution is spread upon the minutes of the Jefferson County Commission on this date the 28th day of August, 2007.

Bettye Fine Collins, President

Jim Carns, Commissioner

Bobby Humphryes, Commissioner

Larry Langford, Commissioner

Shelia Smoot, Commissioner

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

Commissioner Collins stated that the meeting of the Jefferson County Commission would recess for five minutes to be reconvened at 11:00 o'clock a.m.

At 11:00 a.m. the Commission reconvened with the following members present:

District 2 Shelia Smoot

District 3 Bobby Humphries

District 4 Bettye Fine Collins

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

Aug-28-2007-1109

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

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

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

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

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

Z-2007-039 U.S. Steel Corp, owner; Robert S. Canavera, agent. Change of zoning on Parcel ID#s 38-13-2-1-4.1, 38-13-3-1-1.1, 38-13-4-1-1.1, 38-14-1-1-1.1, 38-14-4-1-1.4, 38-24-2-1-1.7, and 39-18-3-0-2.1 in Sections 13, 14, 18, and 24 Twp 19 Ranges 3 and 4 West from I-3 (Industrial) and A-1 (Agriculture) to R-1 (Single Family), R-G (Single Family) and R-4 (Multi-Family) for future residential development in accordance with the Jefferson County Land Use Plan. (Case Only: 1351 Shannon Road, Bessemer, AL 35022) (SHANNON) (842 Acres M/L)

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-30 be carried over to October 17, 2007. Voting "Aye" Humphries, Smoot and Collins.

Z-2007-031 Kenneth A. Simmons, owner. Change of zoning on Parcel ID# 11-9-2-0-12.2 in Section 9 Twp 16 Range 1 West from R-1 (Single Family) to C-1 (Commercial) for a mini-storage facility. (Case Only: 5501 Mary Munger Road, Trussville, AL 35173) (TRUSSVILLE) (2.5 Acres M/L)

Approval for rezoning to C-P (Preferred Commercial), in lieu of the requested C-1 classification

RESTRICTIVE COVENANTS: 1. structures must be residential in appearance (i.e., brick with gable roof); and, 2. the drainage handling plan for the development shall be subject to prior approval by the Alabama Department of Transportation.

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-31 be approved subject to filing of covenants. Voting "Aye" Humphries, Smoot and Collins.

Z-2007-035 Jimmie Abercrombie, Douglas & Lydia Anthony, Mary Ellen Hardin, Thomas Kuykendall, and John & Judy Segars, owners; Ralph E. Corley, agent. Change of zoning on Parcel ID#s 37-36-3-0-5, 6, 8, 8.1, & 9 and 43-1-2-2-2 & 3 in Sections 36 and 1 Twps 19 and 20 Range 5 West from A-1 (Agriculture) and R-2 (Single Family) to INSTITUTIONAL-1 for a church. (Case Only: 5331 Charles Hamilton Road, McCalla, AL 35111) (MCCALLA) (25.9 Acres M/L)

Rezoning to be contingent upon the applicant's submission of a preliminary drainage study and approval of said study by the Department of Roads & Transportation.

RESTRICTIVE COVENANTS: Development of this property shall include a left turn lane on the Old Tuscaloosa Highway, and the widening of Moore's Cemetery Road, both in accordance with the requirements of the Department of Roads & Transportation.

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-35 be approved subject to filing of covenants. Voting "Aye" Humphries, Smoot and Collins.

Z-2007-037 U.S. Steel Corp, owner; Robert S. Canavera, agent. Change of zoning on Parcel ID# 39-6-4-0-8.1 in Section 6 Twp 19 Range 3 West from I-3 (Industrial) to R-6 (Single Family) for future residential development in accordance with the Jefferson County Land Use Plan. (Case Only: 3350 and 3351 Shannon-Wenonah Road, Bessemer, AL 35022) (SHANNON) (9 Acres M/L)

Approval for rezoning to R-2 (Single Family) in lieu of the requested R-6 classification.

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-37 be carried over to October 17, 2007. Voting "Aye" Humphries, Smoot and Collins.

Z-2007-038 U.S. Steel Corp, owner; Robert S. Canavera, agent. Change of zoning on Parcel ID# 39-6-1-1-16 in Section 6 Twp 19 Range 3 West from I-3 (Industrial) to R-6 (Single Family) for future residential development in accordance with the Jefferson County Land Use Plan. (Case Only: 3206 Shannon-Wenonah Road, Bessemer, AL 35022) (SHANNON) (10.2 Acres M/L)

Approval for rezoning to R-2 (Single Family) in lieu of the requested R-6 classification.

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that Z-07-38 be carried over to October 17, 2007. Voting "Aye" Humphries, Smoot and Collins.

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

President

ATTEST

Minute Clerk