

STATE OF ALABAMA)

JEFFERSON COUNTY) November 6, 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 Langford seconded by Commissioner Carns that the Minutes of October 30, 2007, be approved. Voting "Aye" Langford, Carns, Collins, Humphryes and Smoot.

---

Nov-6-2007-1415

Whereas, It is the policy of the Jefferson County Commission to recognize its outstanding public servants for their dedication to the citizens of Jefferson County, Alabama; and

Whereas, Larry P. Langford has been such an example of leadership and public service; and

Whereas, Larry Langford s began his service to his community and county with his service in the United States Air Force; and

Whereas, Larry Langford continued serving this community as Birmingham's first African American reporter, reporting for WBRC Fox 6 News in 1972; and

Whereas, Larry Langford then won a seat on Birmingham's City Council, serving from 1977-1979; and

Whereas, Larry Langford became Mayor of Fairfield, Alabama in 1988 becoming a champion for the City and especially its schools. As Mayor, Mr. Langford created the Mayor's Commission on Literacy to improve student's performance through after-school tutoring and parent education, and founded Visionland, an amusement park built in Bessemer in 1998; and

Whereas, in 2002, Larry Langford became a Jefferson County Commissioner representing the citizens of District I and served as Jefferson County Commission President instituting the 1-cent sales tax which has raised over \$1 billion for Jefferson County Schools; and

Whereas, Larry Langford is also co-founder of Computer Help for Kids, a non-profit organization which provides refurbished computers to Jefferson County children; and

Whereas, As Larry Langford leaves the Jefferson County Commission to serve as Mayor of the City of Birmingham.

Now, therefore, be it resolved, that the Jefferson County Commission hereby expresses its deepest appreciation to Larry P. Langford

for his dedication to the citizens of Jefferson County.

Adopted by the Jefferson County Commission in Birmingham, Alabama on this the 6<sup>th</sup> day of November, Two Thousand and Seven.

Even there shall thy hand lead me, and thy right hand shall hold me. - Psalms: 139:10

Bettye Fine Collins, President

Jim Carns, Commissioner

Bobby Humphryes, Commissioner

Shelia Smoot, Commissioner

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

WHEREAS, Robert C. Henderson, Director of the Environmental Services Department, will be entering retirement and ending his career with Jefferson County on November 9, 2007, and

WHEREAS, Robert began his career as a night-shift Operator at the Village Creek Wastewater Treatment Plant on September 5, 1978, and

WHEREAS, Robert continued his service by transferring to the Leeds Wastewater Treatment Plant on March 1, 1990 and worked the night-shift while earning a degree in Civil Engineering from the University of Alabama at Birmingham, and

WHEREAS, Robert was promoted to a Water Pollution Control Technician at Barton Laboratory on September 7, 1991 as he continued his education in the Civil Engineering Master's program at the University of Alabama at Birmingham, and

WHEREAS, Robert's talents were recognized and he was promoted to the position of Civil Engineer in the administrative division of Environmental Services on December 18, 1993, and

WHEREAS, after earning his registration as a professional engineer, Robert was promoted to a Senior Civil Engineer in September 1999 and again to Chief Civil Engineer in March 2000, and

WHEREAS, Robert served as the Chief Civil Engineer overseeing the wastewater treatment plants until February 7, 2005 when he began serving as the Director of the Environmental Services Department, and

WHEREAS, in his tenure as Director, Robert has served with wisdom and integrity, and

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to commend Robert Henderson for his faithful service to Jefferson County and his leadership in the Environmental Services Department and wish him well in his years of retirement.

Bettye Fine Collins, President

Bobby Humphryes, Commissioner

Larry P. Langford, Commissioner

Jim Carns, Commissioner

Shelia Smoot, Commissioner

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

---

STAFF DEVELOPMENT

Multiple Staff Development

Coroner/2 Participants

Gary Simmons, M.D.	Savannah, Georgia	\$1,920.48
Gregory G. Davis, M.D.	2007 National Assn. of Medical Examiners Annual Meeting October 11-17, 2007	\$254.80

Information Technology/8 Participants

Chris Bookout	Birmingham, Alabama	\$3,750.00
Daniel Johnston	New Horizon Computer Training	\$3,750.00
William Doss	Various - 16 days total	\$3,750.00
Kimberly Frith		\$3,750.00
Steve Pickens		\$3,750.00
Rose Parrion		\$3,750.00
Leonid Mazur		\$3,750.00
Daniel Reavis		\$3,750.00

Information Technology/4 Participants

Daniel Johnston	Birmingham, Alabama	\$349.00
Kim Frith	UAB Introduction of AJAX (Asynth JavaScript & XM)	\$349.00
Rose Parrino	November 9, 2007	\$349.00
Steve Pickens		\$349.00

Probate Court/3 Participants

Sarah Jacquelyn Rhodes	Tuscaloosa, Alabama	\$376.52
Wanda L. McDaniel	Alabama Probate Judges Assn. Training Session	\$272.66
Alan L. King	November 1-2, 2007	\$298.79

Revenue/2 Participants

Wiley E. Stoudenmire	Hoover, Alabama	\$225.00
----------------------	-----------------	----------

Eugene Pitard		CRE Continuing Education Class - The Legal Environment November 7-9, 2007	\$225.00
Personnel Board/5 Participants - For Information Only			
Randall Fields		Birmingham, Alabama	\$225.00
Jacques Debrow		Employment Law Seminar by Balch & Bingham	\$225.00
LaVette Lyan		October 25-26, 2007	\$225.00
Joyce Smith			\$225.00
Libby Miller			\$225.00
Individual Staff Development			
Jim Carns	Commission	New York, New York Meeting with financial organizations associated with the County sanitary sewer program November 7-9, 2007	\$1,339.30
Kenyatta Taylor	Cooper Green Mercy Hospital	Opelika, Alabama Chemotherapy Certification 2007 October 9-11, 2007	\$495.94
Patricia A. Campbell	Env Svs	Birmingham, Alabama Seminar - Critical Issues Impacting Business Success November 14, 2007	\$100.00
Emily Kemp	Env Svs	Birmingham, Alabama Water Environment Federation Seminar December 12, 2007	\$155.00
Danny Panos	Finance	New York, New York Meeting with rating agencies November 7-9, 2007	\$1,450.40
Bruce Thompson	Revenue	Auburn, Alabama Attend CRE continuing education class December 6-7, 2007	\$409.70
Stephen R. Franks	Roads & Trans	Birmingham, Alabama Detailed Construction Cost Estimates with Focus on Transportation Projects November 29, 2007	\$100.00
Daniel McAlpine	Tax Assessor	Montgomery, Alabama IAAO 600: Principles & Techniques of Cadastral Mapping December 9-14, 2007	\$1,231.51
For Information Only			
Tiffany Owens	Personnel Board	Birmingham, Alabama How to Design Attention Getting Brochures & Newsletters October 25, 2007	\$149.00

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

Smoot, Carns, Collins, Humphryes and Langford.

---

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)

- JEFFERSON COUNTY REHABILITATION & HEALTH CENTER FROM UNICARE #285, ST. LOUIS, MO, TO FURNISH PHARMACEUTICAL SERVICES FOR FISCAL YEAR 10/1/07 9/30/08. SAP PURCHASE ORDER# 2000008058  
\$200,000.00 TOTAL REFERENCE SAP# 1000025563 REFERENCE BID# 290-06
- STORM WATER MANAGEMENT FROM FUELMAN, BIRMINGHAM, AL, FOR CONTRACT FOR FUEL FOR THE PERIOD 10/1/07 TO 10/1/2010. SAP PURCHASE ORDER# 2000008163 \$25,000.00 TOTAL REFERENCE

BID# 210-07

3. ROADS & TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM HANSON PIPE, BIRMINGHAM, AL, FOR CONCRETE PIPE. SAP PURCHASE ORDER# 2000008147 \$5,600.08 TOTAL REFERENCE BID# 132-06
4. ROADS & TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM HANSON PIPE, BIRMINGHAM, AL, FOR CONTRACT FOR CONCRETE PIPE FOR PERIOD TO 4/1/08. SAP PURCHASE ORDER# 2000008135 \$20,000.00 TOTAL REFERENCE BID# 132-06
5. COOPER GREEN MERCY HOSPITAL PHARMACY AND SIX OUTPATIENT PHARMACIES FROM MORRIS & DICKSON, CO., SHREVEPORT, LA, FOR COST MINUS FOR DRUGS BASED ON 30DAY PREPAY FOR PHARMACEUTICAL DISTRIBUTION SERVICES. REFERENCE BID# 32407 COST MINUS 2.97%
6. COOPER GREEN MERCY HOSPITAL GENERAL SERVICES FROM STANLEY ACCESS TECH, PITTSBURGH, PA, TO PAY FOR 30 LOCKSETS FOR PURCHASE ORDER 273450 DURING BLACKOUT PERIOD. SAP PURCHASE ORDER# 2000008234 \$6,715.20 TOTAL
7. ENVIRONMENTAL SERVICES FROM JIM HOUSE & ASSOCIATES, BIRMINGHAM, AL, FOR UV LAMPS. REFERENCE BID# 18-08 \$8,340.00 TOTAL
8. JEFFERSON COUNTY REHABILITATION AND HEALTH CENTER FROM UNICARE #285, PRATTVILLE, AL, FOR EXTENSION OF CONTRACT FOR FISCAL YEAR OCTOBER 1, 2007 THRU SEPTEMBER 30, 2008. REFERENCE BID# 29006
9. COOPER GREEN MERCY HOSPITAL FROM GLAXOSMITHKLINE, ATLANTA, GA, FOR FLU VACCINE-FLUARIX TIP-LOK PRE-FILLED SYRINGE. SAP PURCHASE ORDER# 2000008339 \$7,155.00 TOTAL
10. COOPER GREEN MERCY HOSPITAL RADIOLOGY FROM SOURCEONE HEALTHCARE, MENTOR, OHIO, FOR BARIUM CONTRAST MEDIA 10/8/07 9/30/08. SAP PURCHASE ORDER# 2000008290 \$22,000.00 TOTAL REFERENCE AMERINET CONTRACT# VH10130
11. JEFFERSON REHABILITATION AND HEALTH CENTER FROM CARDINAL HEALTH, CHARLOTTE, NC, FOR VARIOUS MEDICAL SUPPLIES 10/8/07 9/30/08. SAP PURCHASE ORDER# 2000008408 \$7,686.67 TOTAL REFERENCE BID# 238-06B
12. ENVIRONMENTAL SERVICES VILLAGE CREEK WWTP FROM BRENNTAG MIDSOUTH, INC., MADISON, AL, FOR CHLORINE CONTRACT 164-06. SAP PURCHASE ORDER# 2000007711 OPEN P.O. \$38,592.00 TOTAL REFERENCE BID# 164-06 LIQUID CHLORINE
13. JEFFERSON REHABILITATION AND HEALTH CENTER FROM SYSCO, CALERA, AL, FOR MISCELLANEOUS FOODS. SAP PURCHASE ORDER# 2000008106 \$6,928.00 TOTAL REFERENCE BID# 335-06 MISCELLANEOUS FOODS
14. HUMAN RESOURCES TRAINING ROOM FROM CORPORATE EXPRESS, BIRMINGHAM, AL, FOR METAL OFFICE FURNITURE FOR TRAINING ROOM. SAP PURCHASE ORDER# 2000005958 \$43,709.24 TOTAL REFERENCE BID# 294-07 METAL OFFICE FURNITURE
15. COOPER GREEN MERCY HOSPITAL STORES FROM SHREDIT BIRMINGHAM, BIRMINGHAM, AL, FOR CHANGE ORDER TO ADD \$10,000. TO P.O. 2000006168 SHREDDING SERVICES. SAP PURCHASE ORDER# 2000006168 \$10,000.00 TOTAL REFERENCE BID# 279-07 DOCUMENT SHREDDING
16. GENERAL SERVICES PRINT SHOP FROM XPEDX, BIRMINGHAM, AL, FOR PRINT SHOP PAPER VARIETY. SAP PURCHASE ORDER# 2000008388 \$6,316.30 TOTAL REFERENCE BID# 18-07 PRINT SHOP PAPER AND RELATED SUPPLIES
17. ENVIRONMENTAL SERVICES CAHABA WWTP FROM FISHER SCIENTIFIC, BIRMINGHAM, AL, FOR LABORATORY SUPPLIES. SAP PURCHASE ORDER# 2000008361 \$10,000.00 TOTAL REFERENCE BID# 334-06 LABORATORY SUPPLIES
18. HUMAN RESOURCES DEPARTMENT FROM STATE OF ALABAMA INDUSTRIAL RELATIONS, MONTGOMERY, AL, FOR PAYMENT OF THE 2006 WORKERS' COMPENSATION ASSESSMENT. SAP PURCHASE ORDER# 2000008360 \$7,288.24 TOTAL
19. JEFFERSON REHABILITATION AND HEALTH CENTER FROM JEFFERSON COUNTY BOARD OF HEALTH, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD MONEY TO EXISTING P.O. 2000002790 TO PAY FOR THE SERVICES OF A DENTIST TO PROVIDE DENTAL SERVICES TO THE RESIDENTS

- AT THE COUNTY HOME. SAP PURCHASE ORDER# 2000002790 \$1,500.00 TOTAL
20. JEFFERSON REHABILITATION AND HEALTH CENTER FROM ELEMENT HEALTH, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD MONEY TO EXISTING P.O. 2000003565 TO HAVE DIETARY CONSULTING SERVICES RENDERED TO THE JEFFERSON REHAB AND HEALTH CENTER. SAP PURCHASE ORDER# 2000003565 \$13,000.00 TOTAL
- CONTRACT APPROVED BY THE COMMISSION ON 7/2/05, MINUTE BOOK 148, PAGES 430-432.
21. HIGHWAY MAINTENANCE KETONA FROM ERGON INC., BIRMINGHAM, AL, FOR ASPHALT PLANT MIX. SAP PURCHASE ORDER# 2000008452 \$5,748.45 TOTAL  
SAP PURCHASE ORDER# 2000008456 \$5,495.26 TOTAL REFERENCE BID# 139-07
22. HIGHWAY MAINTENANCE KETONA FROM ERGON INC., BIRMINGHAM, AL, FOR EMULSIFIED ASPHALT. SAP PURCHASE ORDER# 2000008445 \$5,530.94 TOTAL  
SAP PURCHASE ORDER# 2000008446 \$5,686.30 TOTAL  
SAP PURCHASE ORDER# 2000008447 \$6,239.56 TOTAL  
SAP PURCHASE ORDER# 2000008448 \$5,564.69 TOTAL REFERENCE BID# 277-07
23. HIGHWAY MAINTENANCE KETONA FROM VULCAN MATERIALS, BIRMINGHAM, AL, FOR EMULSIFIED ASPHALT. SAP PURCHASE ORDER# 2000008432 \$7,582.68 TOTAL REFERENCE BID# 277-07
24. OFFICE OF SENIOR CITIZENS SERVICES FROM JEFFERSON COUNTY COUNCIL ON AGING, BIRMINGHAM, AL, FOR FISCAL ADMINISTRATION OF THE TITLE V GRANT FROM THE ALABAMA DEPARTMENT OF SENIOR SERVICES THROUGH THE OFFICE OF SENIOR CITIZENS SERVICES. SAP PURCHASE ORDER# 2000008442 \$393,278.00 (FEDERAL FUNDS) TOTAL
25. JEFFERSON REHABILITATION AND HEALTH CENTER FROM ADL DATA SYSTEMS, HAWTHORNE, NY, FOR MAINTENANCE FOR ADL SOFTWARE SYSTEM FOR THE PERIOD OF 10/1/07 TO 9/30/08. SAP PURCHASE ORDER# 2000007824 \$24,860.52 TOTAL REFERENCE SAP# 1000026069/1 REFERENCE BID# 24-08
26. ENVIRONMENTAL SERVICES FIVE MILE CREEK WWTP FROM FISHER SCIENTIFIC, BIRMINGHAM, AL, FOR LABORATORY SUPPLIES. SAP PURCHASE ORDER# 2000008497 \$9,000.00 TOTAL REFERENCE BID# 334-06 LABORATORY SUPPLIES

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

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

JEFFERSON COUNTY  
COMMISSION  
Finance Department  
Unusual Demands  
11/06/2007

Center Profit	Vendor	Name	Text	Business Asea	Amount	Doc No
District 1	1000193	JEFFERSON CO TREASURER	PETTY CASH-CORONER	CORONER/MEDICAL EXAMINER	66.90	1900004999
District 1	1000193	JEFFERSON CO TREASURER	PETTY CASH-COUNTY HOME	CO HOME: PLANT OPERATIONS	251.38	1900005017
District 2	1000193	JEFFERSON CO TREASURER	PETTY CASH-COMMISSIONER SMOOT	COMMISSIONER, DISTRICT 2	93.00	1900005001
District 2	1000193	JEFFERSON CO TREASURER	PETTY CASH-COMMISSIONER SMOOT	COMMISSIONER, DISTRICT 2	16.25	1900005016
District 2	1000193	JEFFERSON CO TREASURER	PETTY CASH-INFORMATION TECHNOLOGY	INFO TECH: NETWORK SUPPORT	176.85	1900005150
District 2	1000193	JEFFERSON CO TREASURER	PETTY CASH-INFORMATION TECHNOLOGY	INFO TECH: NETWORK SUPPORT	247.65	1900005190
District 3	1000057	AMERICAN CONCRETE	Membership Renewal for Steve Franks	R&T: DESIGN	279.00	1900004973
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-STORM WATER MANAGEMENT	STORMWATER MGT AUTHORITY INC	5.21	1900004980
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-STORM WATER MANAGEMENT	STORMWATER MGT AUTHORITY INC	6.00	1900004982
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-STORM WATER MANAGEMENT	STORMWATER MGT AUTHORITY INC	44.06	1900004983
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-STORM WATER MANAGEMENT	STORMWATER MGT AUTHORITY INC	21.78	1900004984
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-STORM WATER MANAGEMENT	STORMWATER MGT AUTHORITY INC	38.08	1900004985
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-STORM WATER MANAGEMENT	STORMWATER MGT AUTHORITY INC	11.34	1900004986
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-STORM WATER MANAGEMENT	STORMWATER MGT AUTHORITY INC	4.40	1900004987
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-STORM WATER MANAGEMENT	STORMWATER MGT AUTHORITY INC	48.04	1900004988
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-STORM WATER MANAGEMENT	STORMWATER MGT AUTHORITY INC	32.52	1900004991
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-STORM WATER MANAGEMENT	STORMWATER MGT AUTHORITY INC	48.00	1900004992
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-STORM WATER MANAGEMENT	STORMWATER MGT AUTHORITY INC	47.00	1900004993
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-STORM WATER MANAGEMENT	STORMWATER MGT AUTHORITY INC	12.96	1900004994
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-STORM WATER MANAGEMENT	MGT AUTHORITY INC	18.23	1900004995
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-STORM WATER MANAGEMENT	STORMWATER MGT AUTHORITY INC	18.63	1900004996
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-STORM WATER MANAGEMENT	STORMWATER MGT AUTHORITY INC	41.19	1900004997
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-STORM WATER MANAGEMENT	STORMWATER MGT AUTHORITY INC	15.63	1900004998
District 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-ROADS & TRANSPORTATION	R&T: RIGHT OF WAY	12.50	1900005019
District 3	1000817	AMERICAN SOCIETY OF	Membership Renewal for Natalie E. Kornegay	R&T: DESIGN	220.00	1900004974
District 3	1000817	AMERICAN SOCIETY OF	Membership Renewal for Tracy A. Pate	R&T: HIGHWAY ENG & CONSTRUCTIO	220.00	1900004975
District 3	1000817	AMERICAN SOCIETY OF	Membership Renewal for Kenneth M. Burton	R&T: DESIGN	220.00	1900005248
District 3	1001813	STATE OF AL DEPT OF PUB HEALTH	FY 2008 Radioactive Material License #495 Renewal	R&T: HIGHWAY ENG & CONSTRUCTIO	2,025.00	1900004977
District 3	1002605	PROBATE CT OF JEFF CO	Cost Bill 4181701 Pro. Bess Patton Chapel C Sublet	R&T: ADMINISTRATION	19,974.50	1900005247
District 3	1002996	NATALIE KORNEGAY	Travel Reimbursement for Natalie Kornegay	R&T: DESIGN	100.00	1900005007
District 3	1002996	NATALIE KORNEGAY	Travel Reimbursement for Natalie Kornegay	R&T: DESIGN	100.00	1900005008

District 3	1003628	"GOVDEALS,INC	Payment of on-line auction fees	FLEET MGMT AUCTION EQUIP ACQUI	1,301.26	1900005164
District 4	1000061	AMERICAN PAYROLL ASSOCIATION	62676/Membership Dues D Hand/Payroll Source Book	PAYROLL	388.55	1900005009
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-HUMAN RESOURCES		363.24	1900004888
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-FAMILY COURT	YOUTH DETENTION: SUPPORT SVCS	142.31	1900004989
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-HUMAN RESOURCES		235.75	1900005013
District 4	1000516	BRUCE THOMPSON	Travel Reimbursement-Bruce Thompson-Revenue	REVENUE	101.12	1900004694
District 4	1001763	HATCHER DESIGN ASSOC	Professional Services	GEN SVCS: ADMINISTRATION	160.00	1900004935
District 4	1001840	GRESHAM SMITH & PARTNERS	INVOICE 0616735	FINANCE ADMINISTRATION	6,011.63	1900005178
District 4	1002803	COX RADIO INC	VOLUNTARY AIR PROGRAM	FINANCE ADMINISTRATION	1,742.50	1900004950
District 4	1002803	COX RADIO INC	INVOICE 1071067144	FINANCE ADMINISTRATION	2,074.00	1900005182
District 4	1002803	COX RADIO INC	INVOICE 1071067136	FINANCE ADMINISTRATION	3,485.00	1900005183
District 4	1003078	TRO JUNG BRANNEN	Reimbursable expenses	GEN SVCS: ADMINISTRATION	533.16	1900004923
District 4	1003078	TRO JUNG BRANNEN	Reimbursable expenses	GEN SVCS: ADMINISTRATION	3,013.42	1900004924
District 4	1003078	TRO JUNG BRANNEN	Reimbursable expenses	GEN SVCS: ADMINISTRATION	872.81	1900004926
District 4	1003078	TRO JUNG BRANNEN	Reimbursable expenses	GEN SVCS: ADMINISTRATION	301.40	1900004928
District 4	1003629	CLEAR CHANNEL	VOLUNTARY AIR PROGRAM	FINANCE ADMINISTRATION	14.84	1900004952
District 4	1003629	CLEAR CHANNEL	VOLUNTARY AIR PROGRAM	FINANCE ADMINISTRATION	17.00	1900004953
District 4	1003629	CLEAR CHANNEL	VOLUNTARY AIR PROGRAM	FINANCE ADMINISTRATION	14.84	1900004954
District 4	1003629	CLEAR CHANNEL	VOLUNTARY AIR PROGRAM	FINANCE ADMINISTRATION	14.84	1900004955
District 4	1003629	CLEAR CHANNEL	VOLUNTARY AIR PROGRAM	FINANCE ADMINISTRATION	260.00	1900004956
District 4	1003629	CLEAR CHANNEL	VOLUNTARY AIR PROGRAM	FINANCE ADMINISTRATION	14.84	1900004957
District 4	1004708	KPI LATINO	INVOICE APCA 2007-2V	FINANCE ADMINISTRATION	3,536.00	1900005179
District 4	1004708	KPI LATINO	INVOICE APCA 2007 3V	FINANCE ADMINISTRATION	3,536.00	1900005181
District 4	1018879	RESEARCH STRATEGIES	VOLUNTARY AIR PROGRAM	FINANCE ADMINISTRATION	8,701.88	1900004881
District 4	1018879	RESEARCH STRATEGIES	VOLUNTARY AIR PROGRAM	FINANCE ADMINISTRATION	437.50	1900005004
District 4	1018993	WRATT FOUNDATION	VOLUNTARY AIR PROGRAM	FINANCE ADMINISTRATION	1,564.11	1900005002
District 4	1018994	POLICY EXCHANGE FOUNDATION	VOLUNTARY AIR PROGRAM	FINANCE ADMINISTRATION	1,847.30	1900005003
District 4	1019100	WI AT-TV	VOLUNTARY AIR PROGRAM	FINANCE ADMINISTRATION	8,321.50	1900004951
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES ES: VALLEY MAINTENANCE SHOP		209.82	1900004692
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES		105.34	1900005005
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES ES: LEEDS WWTP		16.48	1900005029
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES ES: VALLEY CREEK WWTP		138.51	1900005035
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES ES: VALLEY CREEK WWTP		212.50	1900005036
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES ES: PACKAGE WWTP & PUMP STATIO		186.25	1900005189
District 5	1000270	A ALLEN RAMSEY PC	3-07/8-07 Trust Fees	FINANCE SEWER SERVICES	13,408.20	1900005031
District 5	1002301	NORFOLK SOUTHERN CORP	Permission for sewer pipe at milepost 425 in Leeds ES:	SANITATION	10.00	1900005015
District 5	1002301	NORFOLK SOUTHERN CORP	R/W for an 8 in sewer pipeline at MP 782 Plus ES:	SANITATION	150.00	1900005032
District 5	1019116	CHICK-FIL-A INC	Refund of Sewer Impact Permit ES:	SANITATION ADMINISTRATION	11,425.00	1900004967
Joint Responsibility	1000128	JEFF CO DEPUTY TREASURER	PETTY CASH-TREASURER	TREASURER	25.17	1900004209
Joint Responsibility	1000128	JEFF CO DEPUTY TREASURER	PETTY CASH-SHERIFF	SHER CORRECT-BESSEMER	649.33	1900004659
Joint Responsibility	1000128	JEFF CO DEPUTY TREASURER	PETTY CASH-TREASURER	TREASURER	41.00	1900005087
Joint Responsibility	1000193	JEFFERSON CO TREASURER	PETTY CASH-BOARD OF EQUALIZATION	BD OF EQUAL - BHAM STATE	57.85	1900005006
Joint Responsibility	1000193	JEFFERSON CO TREASURER	PETTY CASH-TAX ASSESSOR	TAX ASSESS BHAM ASSESSMENTS 24.71	1900005030	

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

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

## REQUEST FOR CERTIFICATION

Investigator - Checks & Warrants  
 District Attorney - Bessemer - Bad Check Unit  
 Investigator - Checks & Warrants  
 General Services - General Administration  
 Accountant  
 Electrician  
 Environmental Services - Cahaba River WWTP  
 Wastewater Treatment Plant Operator  
 Wastewater Treatment Plant Supervisor - 2 positions  
 Environmental Services - Turkey Creek  
 Laborer III  
 Environmental Services - Valley Creek  
 Wastewater Treatment Plant Operator - 2 positions  
 Wastewater Plant Shift Supervisor  
 Jefferson Rehabilitation & Health Center - General Administration  
 Deputy Director Administrative Services  
 Cooper Green Mercy Hospital - Medical/Surgical  
 Charge Nurse  
 Cooper Green Mercy Hospital - CCU - 7 South  
 Staff Registered Nurse  
 Flexi-Pool Nurse - 2 positions  
 Patient Care Technician  
 Cooper Green Mercy Hospital - Surgery  
 Flex Staff Nurse  
 Cooper Green Mercy Hospital - Labor/Delivery  
 Staff Registered Nurse - 2 positions  
 Cooper Green Mercy Hospital - Ambulatory Clinic  
 Charge Nurse  
 Cooper Green Mercy Hospital - Emergency Room  
 Staff Registered Nurse  
 Cooper Green Mercy Hospital - Admitting  
 Medical Clerk

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. General Services     \$0

Add an Accountant (Gr. 21) position and delete an Accounting Assistant II (Gr. 16). Annual difference \$7,302.45. No Additional Funds Required.

**B. OTHER BUDGET TRANSACTIONS**

2. Coroners Office     \$33,000

Shift funds to purchase a projector, two computers and a vehicle. No Additional Funds Required.

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

3. Information Technology     \$335,464

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

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

---

Nov-6-2007-1417

WHEREAS, Greater Birmingham Habitat for Humanity, Inc. executed a certain mortgage for the construction of a home located at 180 15<sup>th</sup> Avenue Southwest, Graysville, Alabama 35073; and

WHEREAS, a new home in Graysville has been completed and sold to a qualified home-buyer through Jefferson County's Agreement with Greater Birmingham Habitat for Humanity; and

WHEREAS, said mortgage was recorded in Map Book LR 200710 Page 2807 and re-recorded in Book LR 200712 Page 11315 in the Probate Office of Jefferson County, Alabama.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Full Satisfaction of Recorded Mortgage for the above referenced property be executed by the Commission President.

When recorded return to:

Lorrie Maples Parker, Esquire  
Massey, Stotser & Nichols, P. C.  
P O Box 94308  
Birmingham, AL 35220-4308

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, JEFFERSON COUNTY, ALABAMA, a body politic does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by GREATER BIRMINGHAM HABITAT FOR HUMANITY, INC. dated June 21 , 2007, filed June 22, 2007 and recorded in Book LR 200710 Page 2807 and rerecorded in Book LR 200712 Page 11315 in the Probate Office of Jefferson County, Alabama, and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed o n this the day of , 2 00 7.

JEFFERSON COUNTY, ALABAMA, a body politic

BY: Bettye Fine Collins

Print Title: President of 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.

---

Nov-6-2007-1418

WHEREAS, a mortgage was executed by Laura Louise Masters dated April 13, 1995 and recorded in 9506/7735 in the Probate Office of Jefferson County, Alabama; and

WHEREAS, the owner(s) have fulfilled all obligations stipulated in the mortgage and have not defaulted on said mortgage and the loan has been repaid in full.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that a Full Satisfaction of Mortgage be executed to release and satisfy said mortgage.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute said Full Satisfaction of Mortgage on behalf of the County.

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, BETTYE FINE COLLINS, AS PRESIDENT OF JEFFERSON COUNTY COMMISSION FOR JEFFERSON COUNTY, ALABAMA, does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by Laura Louise Masters, dated April 13, 1995 and recorded in 9506/7735 in the Probate Office of Jefferson County, Alabama, and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed on this the day of , 2007.



Jefferson County, Alabama, a body politic

BY: Bettye Fine Collins, President

Jefferson County Commission

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

---

Nov-6-2007-1419

WHEREAS, a mortgage was executed by Laura Louise Masters dated November 3, 1998 and recorded in 9814/8006 in the Probate Office of Jefferson County, Alabama; and

WHEREAS, the owner(s) have fulfilled all obligations stipulated in the mortgage and have not defaulted on said mortgage and the loan has been repaid in full.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that a Full Satisfaction of Mortgage be executed to release and satisfy said mortgage.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute said Full Satisfaction of Mortgage on behalf of the County.

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, BETTYE FINE COLLINS, AS PRESIDENT OF JEFFERSON COUNTY COMMISSION FOR JEFFERSON COUNTY, ALABAMA, does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by Laura Louise Masters, dated November 3, 1998 and recorded in 9814/8006 in the Probate Office of Jefferson County, Alabama, and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed on this the day of \_\_\_\_\_, 2007.

Jefferson County, Alabama, a body politic

BY: Bettye Fine Collins, President

Jefferson County Commission

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

---

Nov-6-2007-1420

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Administrative Order 07-5, be and hereby is approved.

ADMINISTRATIVE ORDER  
OF THE  
JEFFERSON COUNTY COMMISSION

07-5

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

PURPOSE

To establish policies and procedures with respect to the creation, review, approval and payment of legal obligations via wire transfers for debt services and certain enumerated critical payments to vendors doing business with Jefferson County and the procedure for payment of Unusual Demands.

I. POLICY

In the normal course of operations County Departments must follow the Administrative Order for purchasing policy. In an

emergency or out of the ordinary situation, there are times when it is expedient to acquire a service or goods other than through a requisition or contract in order to facilitate the operation of a department and to insure continuity and prompt payment of County legal obligations and certain enumerated critical operations payments made by the Finance Department on behalf of the County.

Unusual Demands should be limited in number and should not be used in ordinary circumstances. Funds must be available to the Department for the use of an Unusual Demand. Goods and services should be requisitioned through the Purchasing Department or should be covered by a contract purchase order when feasible.

## II. PROCEDURE

Based on legal obligations and the need to insure prompt, expeditious payment the Finance Director is hereby authorized to direct wire payments to satisfy debt to the following:

1. Birmingham Water Works transfers into General Fund Liquidity Account.
2. Resident Fund.
3. Transfers to cover County credit card charges (FIA card services).
4. Swap transfers (Commission and interest payments).
5. Debt service payments.
6. Blue Cross/Blue Shield employee and retiree claims.
7. Capital South transfers into General Fund Liquidity Account.
8. Transfers to various banks and accounts to cover biweekly and semi-monthly payroll.
9. School warrant (Commission and interest payments).
10. Transfers to Treasury Operating Account.
11. Transfers into the General Fund Liquidity Account for various grants.

The Director of Finance or his designee shall submit a weekly record of Unusual Demand payments handled in the above mentioned manner to the Commission for information and record keeping purposes.

Unusual Demands not covered under the aforementioned wire procedure will be handled in the following manner:

### RESPONSIBLE PARTY

### ACTION

Department Head or Designated Person

Determines there is a need for a certain item that does not require a requisition or contract. Contacts supplier for delivery of goods and services. Department receives goods or services and instructs vendor to forward invoice to Accounts Payable.

Accounts Payable

Receives invoice, forwards invoice copy to receiving department.

Department

Examines invoice copy, approves for payment and assigns account number. Fills out Unusual Demand voucher pursuant to SAP guidelines, attaches voucher on top of invoice, forwards to Accounts Payable.

Accounts Payable

Examines voucher for completeness and enters into finance system. Prepares Unusual Demand list giving vendor name, description, department and amount. Distributes list to Commissioners, Finance Director and Minute Clerk on the afternoon before the Pre-Commission Meeting.

Jefferson County Commission

Commission acts on Unusual Demands; approved or disallowed.

Minute Clerk

Enters approved Unusual Demands on minutes for the week. Returns approved list to Accounts Payable

Accounts Payable

Issues check for approved Unusual Demands Friday following approval in the Commission Meeting. Returns disallowed vouchers to Department.

## III. EFFECTIVE DATE

This Administrative Order shall be effective \_\_\_\_\_, 2007. This Administrative Order supersedes all previous policies and procedures. Administrative Order 91-9 is hereby repealed.

DONE and ORDERED at the Jefferson County Courthouse, this \_\_\_\_ day of October, 2007.

BETTYE FINE COLLINS, President Jefferson County Commission

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

---

Nov-6-2007-1421

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the academic training contract of the following is hereby approved in accordance with Administrative Order No. 92-6: Clifford Hopson - Cooper Green Mercy Hospital.

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

---

Nov-6-2007-1422

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-2007-023 Rustmark, LLC, owner; Russell Luccasen, agent. Change of zoning on Parcel ID# 42-18-4-0-part of 2.1 in Section 18 Twp 20 Range 4 West from A-1 (Agriculture) to R-1 (Single Family) for a privately-developed alternative decentralized sewage disposal system for The Lakes at Shades Creek subdivision. (Case Only: 7863 Lou George Loop, Bessemer, AL 35022) (LOVELESS PARK) (3.1 Acres M/L)

RESTRICTIVE COVENANTS: 1. The density of this development shall not exceed that allowed in an E-2 (Estate) zoning district; 2. no residential structure shall be constructed in the floodplain; 3. right turn lane to be installed and approved in accordance with the Department of Roads and Transportation; and, 4. the zoning of this property shall revert back to its existing zoning, A-1 (Agriculture), if the development is not implemented within three (3) years.

Motion was made by Commissioner Smoot seconded by Commissioner Langford that Z-07-023 be approved. Voting "Aye" Smoot, Langford, Carns, Collins and Humphries.

---

Nov-6-2007-1423

A RESOLUTION AUTHORIZING THE BESSEMER TAX COLLECTOR  
USE OF A MOTOR POOL UNIT THROUGH DECEMBER, 2007  
DUE TO TEMPORARY FIELD WORK DEMANDS

WHEREAS, the Bessemer Tax Collector has a special need for motor pool vehicle A001593, as a result of temporary field work demands.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Fleet Manager is hereby authorized to issue the above motor pool unit to the Bessemer Tax Collector through December, 2007.

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

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

Nov-6-2007-1424

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

REAPPOINTMENT APPLICATIONS

OCTOBER, 2007

Internal Medicine - Rick Player, MD, Chair

<u>Name</u>	<u>Title</u>	<u>Specialty</u>	<u>Name</u>	<u>Title</u>	<u>Specialty</u>
James Newsome	MD	Pathology	Robert Kim	MD	Oncology
Paul Atchison	MD	Neurology	Xuan Dao Thi Pham	MD	Health Dept.
Gwendolyn Claussen	MD	Neurology	Alan Stamm	MD	Infectious Dzs
Charles Cobbs	MD	Infectious Dzs	Laura Hughes	MD	Rheumatology
Jeffrey Curtis	MD	Rheumatology	William Geisler	MD	Infectious Dzs
Carol Dobbs	MD	Health Dept	Michael Fleenor	MD	Health Dept.
Craig Elmets	MD	Dermatology	Marie BolivarCano	CRNP	Emergency Medicine
Steven Rowe	MD	Pulmonary Dzs	Walter Chatham	MD	Rheumatology
Kenneth Saag	MD	Rheumatology	Khuram Bashir	MD	Neurology

OB/Gyn - Rowell Ashford, II, MD, Chair

Benjamin Rooke	PA	OB/Gyn	Rowell Ashford, II	MD	OB/Gyn
Elaine Barefield St. John	MD	Pediatrics	Yocunda Clayton	MD	OB/Gyn
Robert Schelonka	MD	Pediatrics	Rowell Ashford, Sr.	MD	Gyn

Surgery - Carol Leitner, MD, Chair

Ronald Braswell	MD	Ophthalmology	Keith Weaver	MD	Orthopedics
James Davis	MD	Surgery	Jeffrey Yee	MD	Ophthalmology
Conway Huang	MD	Ophthalmology	George Adams	MD	Urology
Harold Skalka	MD	Ophthalmology	James Floyd	MD	Orthopedics
Mimi Smith	MD	Surgery	Kevin Kennedy	MD	Anesthesia
Philip Johnson	MD	Surgery	Jeffrey Magnuson	MD	Otorlaryngology
John Weaver	MD	Orthopedics			

OCTOBER, 2007

MEDICAL STAFF (Initial Approval) APPLICATIONS

OB/Gyn - Rowell Ashford, II, MD, Chair

Emily Melton-Bell	MD	OB/Gyn
-------------------	----	--------

Surgery - Carol Leitner, MD, Chair

Geoffrey Connor	MD	Orthopedics
-----------------	----	-------------

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

---

Nov-6-2007-1425

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Subaward Agreement between Jefferson County, Alabama and The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham (UAB) to provide the services of Jeroan J. Allison, M.D. to coordinate the clinical and scientific components of the Culturally Sensitive Intervention Using Multi-Media Technology to Achieve Hypertension Control for Low-Income, Low-Literacy African Americans in Birmingham project (a Robert Woods Johnson Foundation grant project) in the amount of \$15,000.

Subaward Agreement

Institution/Organization ("Cooper Green ")  
Name: Cooper Green Hospital  
Address: 1515 6<sup>th</sup> Avenue South, Room 325  
Birmingham, AL 35223

Institution/Organization ("COLLABORATOR")  
Name: The Board of Trustees of the University of Alabama  
for the University of Alabama at Birmingham  
1530 3<sup>rd</sup> Avenue South  
Medical Towers 502  
Birmingham, AL 35294-4410  
EIN No.:

Prime Award No.  
59741

Subaward No.  
NA

Awarding Agency  
Robert Wood Johnson Foundation

CFDA No.  
NA

Subaward Period of Performance  
12/1/2006 -11/30/2008

Amount Funded this Action  
\$15,000

Est. Total (if incrementally funded)  
NA

Project Title

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

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

Agreement to provide consulting services by Jeroan J. Allison as Co-Principal Investigator in fulfillment of the grant noted above.

Jeroan Allison, MD. MS Epi. Dr. Allison will serve as PI for UAB. He will coordinate the clinical and scientific components of the project. Dr. Allison offers extensive experience in translating research into practice, with particular accomplishment in program design, implementation, and evaluation. As Associate Director of the UAB particular accomplishment in program design, implementation, and evaluation. As Associate Director of the UAB Center for Outcomes and Effectiveness Research and Education (COERE), Dr. Allison has a long record of collaboration with Drs. Houston, Pisu, and Person, also from the UAB COERE.

The total compensation will be \$15,000 over a two year period. UAB can allocate these funds as necessary.

The suggested allocation by UAB is as follows:

Labor:	\$5,382.98 per year	Total for two years	\$10,765.96
Fringe Benefits	\$1,313.45 per year	Total for two years	\$2,626.90
Indirect Costs	\$ 803.57 per year	Total for two years	\$1,607.14

By an authorized Official of COOPER GREEN:  
Sandrall Hullett

By an Authorized Official of COLLABORATOR:  
Jane Fant  
Asst.: VP for Spnsr. Rsch. Admin.

JEFFERSON COUNTY, ALABAMA  
BETTYE FINE COLLINS, President  
Jefferson County Commission

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

---

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham (UAB) to reimburse for patient pharmaceuticals dispensed at Cooper Green Mercy Hospital - St. George's Clinic. These are revenue agreements.

The University of Alabama at Birmingham

Sub-Recipient Agreement

Name: The Board of Trustees of the University of Alabama

Name: Cooper Green Mercy Hospital

for the University of Alabama at Birmingham  
("UAB")

(St. George Clinic)

("Subrecipient")

EIN No.:

Prime Award No.: EC-1917-0708

Subaward No. 001

Awarding Agency: HRSA/ALABAMA DEPT. OF PUBLIC HEALTH

CFDA No. 93.917

UNITED WAY OF CENTRAL AL, INC.

Principal Investigator: Dr. James L. Raper

Principal Investigator: Ann Atkinson

Subaward Period of Performance:

Amount Funded this Action

Est. Total (if incrementally funded)

April 1, 2007 through March 31, 2008

\$15,811

Project Title: Central Alabama Drug Reimbursement Program

The Parties agree as follows:

1. UAB hereby awards the above described subaward to Subrecipient.
2. The statement of work and budget for this subaward are attached as Attachment 1 and Attachment 1A, respectively.
3. This subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions as set forth on Attachment 2.
4. This subaward is a cost reimbursement award. Subrecipient acknowledges and agrees to the terms regarding cost reimbursement set forth on Attachments 3 and 3-A.
5. By signing below Subrecipient makes the certifications, representations, warranties and covenants set forth on Attachment 4.
6. Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachment 5. Subrecipient is required to provide specific reports to UAB, as set forth on Attachment 2.
7. Any changes made to the terms, conditions or amounts cited in this subaward require the written approval of each party's Authorized Representative, as shown in Attachment 5. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 5. No-cost extensions require the approval of UAB. Any requests for a nocost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 5, not less than thirty days prior to the desired effective date of the requested change.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, directors, regents and/or trustees to the extent allowed by law.
9. Either party may terminate this agreement with thirty (30) days written notice to the appropriate party's Administrative Contact, as shown in Attachment 5. Other termination rights are set forth on Attachment 2.

By an Authorized Representative of UAB:

By an Authorized Representative of Subrecipient:

Jane Fant

Bettye Fine Collins, President

Assistant Vice President for Sponsored

Jefferson County Commission

Research Administration

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham (UAB) to reimburse for patient pharmaceuticals dispensed at Cooper Green Mercy Hospital - St. George's Clinic. These are revenue agreements.

Name: The Board of Trustees of the University of Alabama  
for the University of Alabama at Birmingham  
("UAB")

Name: Cooper Green Mercy Hospital  
(St. George Clinic)  
("Subrecipient")

Prime Award No.: RW-1917-0708

EIN No.:

Subaward No. 001

Awarding Agency: UNITED WAY OF CENTRAL ALABAMA, INC.

CFDA No. 84.357

Principal Investigator: Dr. James L. Raper

Principal Investigator: Ann Atkinson

Subaward Period of Performance:

Amount Funded this Action

Est. Total (if incrementally funded)

April 1, 2007 through March 31, 2008

\$35,921

Project Title: Central Alabama Drug Reimbursement Program

The Parties agree as follows:

1. UAB hereby awards the above described subaward to Subrecipient.
2. The statement of work and budget for this subaward are attached as Attachment 1 and Attachment 1A, respectively.
3. This subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions as set forth on Attachment 2.
4. This subaward is a cost reimbursement award. Subrecipient acknowledges and agrees to the terms regarding cost reimbursement set forth on Attachments 3 and 3A.
5. By signing below Subrecipient makes the certifications, representations, warranties and covenants set forth on Attachment 4.
6. Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachment 5. Subrecipient is required to provide specific reports to UAB, as set forth on Attachment 2.
7. Any changes made to the terms, conditions or amounts cited in this subaward require the written approval of each party's Authorized Representative, as shown in Attachment 5. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this sub-award agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 5. No-cost extensions require the approval of UAB. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 5, not less than thirty days prior to the desired effective date of the requested change.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, directors, regents and/or trustees to the extent allowed by law.
9. Either party may terminate this agreement with thirty (30) days written notice to the appropriate party's Administrative Contact, as shown in Attachment 5. Other termination rights are set forth on Attachment 2.

By an Authorized Representative of UAB:

By an Authorized Representative of Subrecipient:

Jane Fant

Betty Fine Collins, President

Assistant Vice President for Sponsored

Jefferson County Commission

Research Administration

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

---

Nov-6-2007-1428

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Roche Diagnostics Corporation for preferred pricing for point of care glucose testing strips and meters.

DIAGNOSTICS CORPORATION ENCOMPASS AGREEMENT

This agreement ("Agreement") is entered into between Roche Diagnostics Corporation ("Roche Diagnostics") and the Customer identified in Section A ("Customer").

Hospital/Purchasing Entity "Customer"  
 Name: Cooper Green Hospital  
 Address: 1515 6th Avenue South

Distributor (if applicable) "Distributor"  
 Name:  
 Address:

City/St/Zip: Birmingham, AL 35233-1601  
 Phone: 205 930-3200  
 Contact: Dawn Breeder-Taylor  
 Account #:  
 GPO\*: Amerinet

City/St/Zip:  
 Phone:  
 Account #:  
 Vendor #:

Ship Product to (check one):  Hospital  
 Distributor

Bill to (check one):  Hospital  
 Distributor

\*If Customer is signing this Agreement pursuant to a contract between a Group Purchasing Organization ("GPO") with a contract with Roche Diagnostics for blood glucose testing products, all applicable terms and conditions of the GPO contract in effect as of the Effective Date of this Agreement supersede the terms and conditions stated herein for so long as Customer remains an eligible purchaser under the GPO contract.

Term of Agreement: 60 months ("Term"). Effective Date of Agreement\* \_\_\_\_\_

\* To be added by Roche Diagnostics upon signature of this agreement.

Customer irrevocably commits to purchase the following annual quantity of consumable product(s) ("Consumables") each year during the Term (each, an "Annual Commitment", and collectively, the "Total Term Commitment"). The Contract Price does not include any applicable Distributor markup negotiated between Customer and Distributor.

Description	NDC #	Catalog #	Unit of Measure	Annual Qty	Price
SAFETPRO, 6/case	50924-951-20	03136752001	Box	348	\$31.50
ACCU-CHEK COMFORT CURVE 50 HOSP 72/CS	50924-365-50	12030365001	Vial	1,728	\$21.02
				Annual Commitment	\$47,284.56
				Total Term Commitment	\$236,422.80

Subject to the terms and conditions of Paragraph 3 of this Agreement, Roche Diagnostics will provide the following:

Item	Quantity	Value	Ext Value	Payment Method
RALS PLUS I .3, 04790383001	1	\$30,720.00	\$30,720.00	No Additional Charge
Placed Buyout of Previous Contract, Buyout Placement	1	\$3,800.00	\$3,800.00	No Additional Charge
Surcharged/Purchased Buyout of Previous Contract, Buyout	1	\$4,631.19	\$4,631.19	Vial Surcharge

Price of \$4,631.19 buyout of remaining portion of contract is included as a \$0.66 surcharge in the strip price.

Standing order:  yes \_\_\_ no.

Sequestered Lot. \_\_\_ yes  no.

Standing Orders: Customers must submit a purchase order specifying the quantity and timing of shipments (but no more frequently than one shipment per month). Customer will be billed as orders are shipped unless Customer and Roche Diagnostics agree otherwise in writing to installment billings. Sequestered lots of test strips: Customer must establish a standing order and additionally must commit to a minimum quantity of 792 vials of test strips for the period of strip sequestering not to exceed a maximum of six (6) months. Customer must pay Roche Diagnostics for all Consumables sequestered for Customer, regardless of whether Consumables are shipped or expire before shipping.

Bettye Fine Collins, President  
 Jefferson County Commission

\_\_\_\_\_  
 Roche Diagnostic Corporation

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

Nov-6-2007-1429

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Windsor University School of Medicine for Cooper Green Mercy Hospital to provide clinical education to Clinical Services students.



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

---

Nov-6-2007-1430

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Raina Imaging, Inc. to provide mobile ultrasound services on an as-needed basis to the residents of Jefferson Rehabilitation and Health Center.

CONTRACT NO. JRHC-09

PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 17<sup>th</sup> day of September, 2007, by and between Jefferson County, Alabama, hereinafter called "the County", and Raina Imaging, Inc., hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2007.

WHEREAS, the County desires to contract for mobile ultrasound services for the Jefferson Rehabilitation and Health Center, hereinafter called "the Facility"; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** Contractor agrees to provide Mobile Ultrasound services as required by the facility, and adhere to all facility guidelines and procedures. These services shall be performed only upon the orders of an authorized physician. Contractor will have the exams interpreted by a Board Certified Radiologist or Cardiologist. Contractor will provide Facility with exceptionally trained technologist that are registered or registry eligible by the ARDMS. All interpretations will be faxed to the facility upon completion and will be the facilities responsibility to forward any information to the ordering physician.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional consulting services to the Facility at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2008. However, the contract can be extended at the Countys option and with Commission approval for two (2) additional one-year periods, not to exceed three (3) full years.
4. **COMPENSATION:** Contractor agrees to bill for Ultrasound services provided and agrees to bill the applicable reimbursement source for private paying patients, privately insured patients and patients receiving Medicare and/or Medicaid assistance for their cost of care. Contractor will bill facility for all Medicare A patients and any Medicaid or non-insured patient that the facility approves to pay for prior exam being, completed. Invoices will be submitted to the facility after each exam is completed, or within 90 days of completion. Facility must provide Contractor with the correct payer source for each patient at the time of service. (If Facility provides Contractor with incorrect payer source, such as Medicare B, and the claim is denied from Medicare due to the Patient being a part "A" at the time of service, then the facility will be responsible for the payment of the invoice regardless of the date in which the invoice is submitted. Facility will be billed at the current year's Medicare allowable fees.
5. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
6. **NON-DISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
7. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department will information required for Form 1099 reporting and other pertinent data required by law.
8. **HIPAA COMPLIANCE:** To the extent required by the provisions of 42 U.S.C. 1171 enacted by the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder, but not otherwise, the following shall apply:

Privacy Rule Compliance: Contractor agrees to comply with all applicable provisions of HIPAA, including the privacy and security provisions, as such are implemented and revised from time to time. Contractor further agrees that it will (1) not use or disclose personal health information ("PHI") obtained or accessible by it as a result of its performance under the Agreement other than as permitted or required by this Agreement or by law; (ii) use appropriate safeguards to prevent access to and use or disclosure of such PHI

except as permitted by the Agreement; (iii) mitigate, to the extent practicable, any harmful effect known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement; (iv) report to Facility any access to, or use or disclosure of PHI not provided for in the Agreement of which it becomes aware (v) ensure that any agents, including subcontractors, to whom it provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to Contractor with respect to such PHI; (vi) make available PHI to the individual who has a right of access under State and/or Federal law or regulation; (vii) make available PHI for amendment and incorporate any amendments to PHI; (viii) make available the information required to provide an accounting of disclosures; and (ix) make its internal practices, books and records relating to the use and disclosure of PHI received or obtained from Facility, or created or received by Contractor available to the Secretary of the Department of Health and Human Rehabilitation Services for determining Contractor's compliance with Federal regulations.

#### 9. NOTICES

Any notice request, demand, consent, approval or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given (i) upon actual delivery, if delivery is by hand, or (ii) upon receipt if delivery is by telecopier, or (iii) the first business day following delivery to any nationally recognized overnight delivery service, or (iv) five (5) days after it is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested. Each such notice shall be sent to the respective parties at the addresses indicated below:

If to: Raina Imaging, Inc.  
450-106 SR 13 N #263  
Jacksonville, FL 32259

If to Facility:  
Jefferson Rehabilitation and Health Center  
200 North Pine Hill Road  
Birmingham, AL 35217      ATTN: Director

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

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

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

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

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

15. Any violation of the above certification shall constitute a breach and default of this Agreement which shall be cause for termination.

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

CONTRACTOR  
Randall Cartwright, Vice President  
Raina Imaging, Inc.

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

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

---

Nov-6-2007-1431

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that in accordance with Act 82-87, Legislature of Alabama, and the Rules and Regulations of the Jefferson County Pension Board, and upon the request of the Pension Board, the following proposed change in benefit is hereby approved:

An increase in the number of years of paid service for which members can earn pension benefits from 30 years to 32 years with 2 ½% for each year or portion thereof worked, subject to a maximum of 80% of basic average salary. Applicable to all members who retire on or after October 1, 2006.

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

---

Nov-6-2007-1432

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to enter into expert witness agreements between Jefferson County and Guy Locker of Civil Systems, Inc. and Bob Norcross of URS Corporation, not to exceed \$5,000.00, providing technical engineering testimony in connection with R. Allen Kipp, Jr., et al. v. Jefferson County, Alabama, Case NO. CV-93-G-2492-S and United States of America v. Jefferson County, Alabama, Case No. CV-94-G-2947-S.

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

---

Nov-6-2007-1433

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").

WITNESSETH:

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 \$10,000.00 upon execution of this contract.
3. The Contractee shall provide the following services for the Birmingham Board of Education:
  - a. Provide funds for the "No Senior Left Behind" program which will provide interstate and intrastate college tours during the months of November, December and January. The following schools will be included in the tours: Alabama A & M, Alabama State, Talladega, Stillman, Tuskegee, Oakwood, Auburn, Montevallo, Alabama, the University of Alabama at Birmingham, Samford, Miles, Alcorn State, Jackson Stae, University of Missouri at St. Louis, Kentucky State, Tennessee State, University of Arkansas, Spelman College, Lawson State, Jefferson State, Emory University, Georgia Tech, Hampton University, Howard University, Georgetown University, University of Maryland at Baltimore, Morgan State, University of Pennsylvania, Columbia University, Princeton University, Fashion Institute of Technology, Stafford University of Technology, Juilliard School of Music, SUNY@C. W. Post and Parson School of Design.

ANY PASSTHROUGH FOR OTHER USE OR PURPOSE IS **PROHIBITED**.

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Birmingham Board of Education

Dr. Stan Mims, Superintendent

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

Whereas, the Alabama Administrative Office of Courts (A.O.C.) has concluded that under current Alabama Law, the responsibility for court security is the responsibility of the County and the Sheriff, and

Whereas, courtroom security is currently provided by bailiffs and other employees in the Criminal Division, Domestic Relations and Family Court and these persons are employees of the A.O.C., and

Whereas, the Alabama Administrative Office of Courts has resumed its full responsibility for payment of all employees in the Civil Division of the court and for Court Administration, and

Whereas, it is in the best interest of the County for the courts to function with maximum security.

Now, therefore be it resolved by the Jefferson County Commission that the President is hereby authorized to execute on behalf of the County an agreement with the A.O.C. to provide reimbursement to the A.O.C. for employment costs for said employees in the Birmingham and Bessemer Divisions of the Tenth Judicial Circuit not to exceed the maximum amount of \$750,000.00. This figure consists of a \$500,000.00 appropriation for fiscal year 2007-2008 added to the \$250,000.00 balance from fiscal year 2006-2007.

MEMORANDUM OF AGREEMENT  
BETWEEN THE ADMINISTRATIVE OFFICE OF COURTS  
AND  
THE JEFFERSON COUNTY COMMISSION

This agreement is between the Alabama Administrative Office of Courts (A.O.C.) and the Jefferson County Commission ("Commission"). This agreement is entered into as a result of the recognition by the parties that court security is the responsibility of both the A.O.C. and the County and the Sheriff. The bailiffs and other court personnel who provide such security are employees of the State of Alabama but the Commission is making this commitment because without it the Court of Jefferson County could not continue to operate at their current level of security.

1. The Commission agrees to reimburse the A.O.C. for the total costs of certain A.O.C. employees working in the Courts of Jefferson County, Birmingham and Bessemer Divisions (the "Jefferson County Courts"), in a maximum amount not to exceed \$750,000.00.
2. The specific employees who will be paid from the funds furnished by the Commission are those employees of the various Circuit and District Judges of the Birmingham and Bessemer Divisions of the Court and have been selected and designated by the Presiding Judge of Jefferson County and identified with salaries on Exhibits A and B attached (on file in the Minute Clerk's office). Some of these employees will be entitled to specific individual merit increases during the term hereof which amounts shall be added as appropriate. As these individuals leave the employment of the Jefferson County Courts, the commission's obligation will be reduced correspondingly. As the vacancies are filled, the County's obligation shall be increased correspondingly, but not to exceed the maximum amount set out in paragraph one, above.
3. This agreement is for the State Fiscal Year of October 1, 2007 until September 30, 2008 and will expire at that time.
4. In a timely manner, the A.O.C. will send an itemized bill to the Presiding Judge of the Tenth Judicial Circuit for audit and preparation for payment.
5. The A.O.C. will immediately notify the Presiding Judge of the Tenth Judicial Circuit and the Chairman of the Commission in the event that the A.O.C. receives funding from the Alabama Legislature or any other source for the purpose of paying security personnel and/or additional operating costs of the Unified Court System. Thereupon, A.O.C. and the Commission shall confer and consider a reduction or termination of the Commission's participation herein.
6. This agreement may be cancelled at will by the Commission upon giving written notice to the A.O.C. at least thirty (30) days prior to such termination.
7. It is understood by the parties that Section 11 of Act No. 2004-562, the General Fund Appropriations Act, authorized counties to make donations, gifts or contributions to state departments and other entities to be automatically re-appropriated to such state departments and other entities for purpose or purposes for which the grant or contribution was or shall be made.
8. It is also understood that failure of any entity or official to make the payments set forth, above will result in the layoff (merit) or termination without prejudice (non-merit) of the affected employees.

IN WITNESS WHEREOF, the parties have executed this agreement this 6<sup>th</sup> day of November, 2007.

ALABAMA ADMINISTRATIVE OFFICE OF COURTS

By:

Administrative Director of Courts

JEFFERSON COUNTY COMMISSION

By:

President

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

---

Thereupon the Commission Meeting was adjourned to meet Tuesday, November 13, 2007, at 10:00 a.m. in Commission Chambers.

---

President

ATTEST

---

Minute Clerk