

STATE OF ALABAMA)

JEFFERSON COUNTY) November 13, 2007

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

District 2 Shelia Smoot

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the Minutes of November 6, 2007, be approved. Voting "Aye" Carns, Smoot and Collins.

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Nov-13-2007-1435

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Special Meeting of the Jefferson County Commission held on November 8, 2007 at 10:00 a.m. in the Jefferson County Courthouse in Birmingham is hereby acknowledged and confirmed and the following resolutions and actions taken and approved by the County Commission therein are hereby acknowledged, confirmed, ratified and approved.

On Motion by Commissioner Smoot and seconded by Commissioner Carns, voting "Aye" Smoot, Carns and Collins.

Request for Certification

Roads & Transportation - Fleet Management

Administrative Services Manager

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

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Budget Amendment

Commission District 1 \$8,320

Shift funds from Commission District 1 to Fleet Management to cover salary. No Additional Funds Required.

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

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STAFF DEVELOPMENT

Multiple Staff Development

Commission/2 Participants

Chris Barrineau	District 2	Birmingham, Alabama	\$329.00
Karen Wadlington	District 2	Seminar on Public Records & Open Meetings in Alabama December 6-7, 2007	\$329.00

County Attorney/2 Participants

Charles S. Wagner		Birmingham, Alabama	\$329.00
Jeffrey M. Sewell		Seminar on Public Records & Open Meetings in Alabama December 6, 2007	\$329.00

Economic Development/2 Participants

Deborah Sasser		Chattanooga, Tennessee	\$632.50
Keith Strother		Economic Development Administration Loan Fund Training November 14-16, 2007	\$668.50

Sheriff's Dept/2 Participants

Brenda Thompson		Oxford, Alabama	\$988.30
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Diane Haskins		Basic Latent Fingerprint Class November 5-9, 2007	\$988.30
Sheriff's Dept/2 Participants			
Jennifer Kilburn		Auburn, Alabama	\$310.60
George Ponder		Criminal Justice Technology Symposium December 3-5, 2007	\$310.60
Individual Staff Development			
Shelia Smoot	Commission District 2	Auburn, Alabama ACCA Annual Legislative Conference December 5-6, 2007	\$282.86
Kimberly Oden Webster	Human Resources	Birmingham, Alabama Critical Issues Impacting Business Success November 14, 2007	\$100.00
Charles Bell	Revenue	Gulf Breeze, Florida & Columbus, Georgia Audit Lifeguard Transportation & Motomax of B'ham December 16-21, 2007	\$1,239.60
Eddie Woodis	Revenue	Nashville, Tennessee Audit ALDI, Inc. (Alabama) December 2-7, 2007	\$992.90
Aarion Powell	Sheriff's Dept.	Huntsville, Alabama Drug Inv. for the Uniform Officer July 31 - August 3, 2007	\$265.00
Randy Moormann	Sheriff's Dept.	Birmingham, Alabama Certified Governmental Accounting Technician February 27, 2008	\$275.00
Alicia Buster	Sheriff's Dept.	Tuscaloosa, Alabama Certified Governmental Accounting Technician November 7, 2007	\$125.00
For Information Only - Personnel Board			
Pete Blank		Atlanta, Georgia Training 2008 Conference & Expo February 3-6, 2008	\$2,282.55
Dominga Gardner		Atlanta, Georgia Adobe Premier Advanced January 8-10, 2008	\$1,388.46
Dominga Gardner		Atlanta, Georgia Adobe After Effects December 4-7, 2007	\$1,914.94
Josh Gilliam		Birmingham, Alabama The Bottom Line: Critical Issues Impacting Business Success November 14, 2007	\$60.00

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

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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 JOHNSON CONTROLS, BIRMINGHAM, AL, FOR VARIOUS BUILDING AUTOMATION AND MAXIMO DATA BASE SERVICE.

PSA BLDG AUTOMATION VILLAGE CREEK WWTP \$91,750.00  
 MAXIMO DATABASE SERVICES GS \$129,000.00  
 PSA BLDG AUTOMATION VARIOUS BLDGS GS \$540,000.00  
 PSA BLDG AUTOMATION CGH \$50,900.00  
 PSA BLDG AUTOMATION SHADES VALLEY WWTP \$188 760.00

\$1,000,410.00 TOTAL

JEFFERSON COUNTY COMMISSION SOLE SOURCE AGREEMENT WITH JOHNSON CONTROLS AND GSA CONTRACT APPROVED BY THE COMMISSION ON MARCH 19, 2007.

2. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM STYRKER ORTHOPEDIC, ATLANTA, GA, FOR LEFT TOTAL HIP REPLACEMENT PER KIM CROSBY (SURGERY) FOR PATIENT, T. WOODS.  
 SAP PURCHASE ORDER# 2000008802 \$6,938.25 TOTAL
3. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM DEPUY ORTHOPEDIC, ATLANTA, GA, FOR RIGHT TKA YO BREWSTER PER KIM CROSBY (SURGERY). SAP PURCHASE ORDER# 2000008760 \$6,504.30 TOTAL
4. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM BIOMET ORTHOPEDICS, ATLANTA, GA, FOR RIGHT TKA PER KIM CROSBY (SURGERY) FOR PATIENT, R. COVINGTON . SAP PURCHASE ORDER# 2000008767  
 \$6,961.00 TOTAL
5. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM ZIMMER, ATLANTA, GA, FOR LEFT TOTAL HIP REPLACEMENT PER KIM CROSBY (SURGERY) FOR PATIENT, D. WRIGHT.  
 SAP PURCHASE ORDER# 200008767 \$7,165.00 TOTAL
6. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM ALCON SURGICAL INC., FT. WORTH, TX, FOR PHACO PACK EQUIPMENT.SAP PURCHASE ORDER# 2000008655 \$7,680.00 TOTAL REFERENCE BID# 294-05
7. COOPER GREEN MERCY HOSPITAL FROM ENCOMPASS TEXTILES & INTERIORS, BIRMINGHAM, AL, FOR EXTENSION OF CONTRACT FOR THERMAL BLANKETS. REFERENCE BID# 2207 \$520.80 TOTAL
8. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM LABORATORY CORPORATION, BURLINGTON, NC, FOR GYNECOLOGY, CYTOLOGY, AND BACK UP HISTOLOGY TO PAY PAST DUE INVOICES.  
 SAP PURCHASE ORDER# 2000002806 \$1,000.00 TOTAL REFERENCE BID# 268-04
9. COOPER GREEN MERCY HOSPITAL (CENTRAL SUPPLY) FROM BIRMINGHAM LIMB & BRACE, BIRMINGHAM, AL, FOR INPATIENT/OUTPATIENT ORTHOTIC & PROSTHETIC TO PAY PAST DUE INVOICES.  
 SAP PURCHASE ORDER# 2000002355 \$1,201.97 TOTAL
10. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM EXACTECH, GAINSVILLE, FL, FOR ORIF, PT. G. FREEZE.  
 SAP PURCHASE ORDER# 2000008668 \$10,230.00 TOTAL
11. COOPER GREEN MERCY HOSPITAL (RESPIRATORY) FROM PURITAN BENNETT/COVIDIEN, CARLSBAD, CA, FOR VENTILATOR MAINTENANCE FOR 1/15/08 1/14/09. SAP PURCHASE ORDER# 2000008714 \$15,724.65 TOTAL  
 REFERENCE BID# 39-08
12. COOPER GREEN MERCY HOSPITAL FROM STERICYCLE INC., LOUISVILLE, KY, FOR INFECTIOUS WASTE REMOVAL.  
 REFERENCE BID# 300-07 \$10,126.00 TOTAL
13. HUMAN RESOURCE FROM AD CREATIONS, ST. LOUIS, MO, FOR PROMOTIONAL ITEMS FOR OCCUPATIONAL HEALTH. SAP PURCHASE ORDER# 2000008678 \$7,200.00 TOTAL REFERENCE SAP # 1000015936/1  
 REFERENCE BID# 02-08
14. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM SOURCEONE HEALTHCARE, MENTOR, OH, FOR BARIUM CONTRAST MEDIA FOR 10/1/07 9/30/08. SAP PURCHASE ORDER# 2000008581 \$38,000.00 TOTAL
15. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM ADVANCED IMAGING, BIRMINGHAM, AL, FOR CT LIGHTSPEED SCANNER MAINTENANCE FOR 10/8/07 9/30/08. SAP PURCHASE ORDER# 2000008525  
 \$126,000.00 TOTAL REFERENCE BID# 388-06
16. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, PALATINE, IL, FOR HEMATOLOGY SUPPLIES FOR THE PERIOD FOR 10/8/07 9/30/08. SAP PURCHASE ORDER# 2000008532  
 \$40,000.00 TOTAL  
 REFERENCE BID# 113-05
17. EMA FROM FUELMAN OF ALABAMA, BIRMINGHAM, AL, FOR CONTRACT OPEN PO FOR FUEL FOR PERIOD 10/1/07 TO 10/1/08. SAP PURCHASE ORDER# 2000008511 \$6,000.00 TOTAL REFERENCE BID# 210007
18. ENVIRONMENTAL SERVICE TRUSSVILLE WWTP FROM BRENNTAG MIDSOUTH INC., MADISON, AL, FOR CHEMICALS, LABORATORY, AND REAGEANTS. SAP PURCHASE ORDER# 2000008507 \$20,000.00 TOTAL

- REFERENCE SAP# 1000026541                      REFERENCE BID# 185-06
19. BESSEMER HIGHWAY MAINTENANCE FROM WADE SAND & GRAVEL, BIRMINGHAM, AL, FOR AGGREGATE BASE GRAVEL.    SAP PURCHASE ORDER# 2000008550    \$6,918.71    TOTAL    REFERENCE BID# 108-06
  20. BESSEMER HIGHWAY MAINTENANCE FROM ERGON, JACKSON, MS, FOR ASPHALT SEALER CEMENT. SAP PURCHASE ORDER# 2000008549    \$5,732.33    TOTAL    REFERENCE BID# 139-07
  21. ENVIRONMENTAL SERVICES VILLAGE MAINTENANCE SHOP FROM MCKEES ROCKS FORGINGS INC., MCKEES ROCKS, PA, FOR 20 EACH BRIDGE WHEELS.    SAP PURCHASE ORDER# 2000008630    \$18,650.00    TOTAL
  22. STORM WATER MANAGEMENT FROM EXPRESS OIL CHANGE LLC, BIRMINGHAM, AL, FOR OPEN CONTRACT PO FOR AUTO OIL CHANGES.    SAP PURCHASE ORDER# 2000008824    \$8,500.00    TOTAL  
REFERENCE BID# 52-06
  23. FAMILY COURT FROM BI INC., BOULDER, CO, TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ELECTRONIC ANKLET MONITORING.    SAP PURCHASE ORDER# 2000004103    \$14,048.30    TOTAL  
REFERENCE BID# 160-06
  24. COOPER GREEN MERCY HOSPITAL FROM DELL MARKETING LP, ROUND ROCK, TX, TO PURCHASE EIGHT COMPUTERS.    SAP PURCHASE ORDER# 2000008746    \$7,105.60    TOTAL    REFERENCE    SAP# 1000031014  
REFERENCE BID# 81-07
  25. INFORMATION TECHNOLOGY FROM IRON MOUNTAIN, BIRMINGHAM, AL, TO PROVIDE OFF SITE DATA MEDIA STORAGE PROTECTION FOR THE PERIOD OF 10/1/2007 TO 9/30/2008.    SAP PURCHASE ORDER# 2000008872    \$28,000.00    TOTAL    REFERENCE SAP# 1000026127    REFERENCE BID# 09-06
  26. INFORMATION TECHNOLOGY FROM PINNACLE DATA SYSTEM LLC, BIRMINGHAM, AL, TO PROVIDE ANNUAL MAINTENANCE FOR MICRFICHE DUPLICATES AND MICROFICHE MASTERS ON "AS NEEDED BASIS" FOR THE PERIOD OF 10/1/2007 TO 9/30/2008.    SAP PURCHASE ORDER# 2000008878    \$51,820.00    TOTAL  
REFERENCE SAP# 1000025709    REFERENCE BID# 281-06
  27. STORM WATER MANAGEMENT FROM CONTACT NETWORK INC., BIRMINGHAM, AL, TO PROVIDE ANNUAL MAINTENANCE/SUPPORT FOR INTERNET DS1 LOCAL, MONITORING & MANAGEMENT FOR THE PERIOD OF 10/1/2007 TO 9/30/2008.    SAP PURCHASE ORDER# 2000008875    \$12,600.00    TOTAL  
REFERENCE SAP# 1000025832    REFERENCE BID# 259-05
  28. COOPER GREEN MERCY HOSPITAL FROM BECKMAN COUTLER, PHILADELPHIA, PA, TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR LEASE CHEMISTRY EQUIPMENT.    SAP PURCHASE ORDER# 2000002801    \$1,200.00    TOTAL    REFERENCE BID# 109-05
  29. COOPER GREEN MERCY HOSPITAL FROM SURGIPATH, MILWAUKEE, WI, TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HISTOLOGY SUPPLIES.    SAP PURCHASE ORDER# 2000002832    \$4,000.00    TOTAL  
REFERENCE BID# 359-06
  30. FOR COOPER GREEN MERCY HOSPITAL FROM GENZYME, PITTSBURGH, PA, TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CANCER SPECIMEN ANALYSIS.    SAP PURCHASE ORDER# 2000002822    \$19,000.00    TOTAL    REFERENCE BID# 296-05
  31. JEFFERSON REHABILITATION & HEALTH CENTER FROM MEDICAL PEOPLE, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS TO PURCHASE ORDER 2000007258 FOR TEMPORARY NURSING PERSONNEL TO PROVIDE DIRECT CARE TO THE RESIDENTS AT THE JRHC.    SAP PURCHASE ORDER # 20000007258    \$118,000.00    TOTAL    REFERENCE BID# 265-06  
CONTRACT APPROVED BY THE COMMISSION ON 1/9/07, MINUTE BOOK 152, PAGES 513- 515.
  32. COOPER GREEN MERCY HOSPITAL FROM DADE BEHRING, CHICAGO, IL, TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR MICROSCAN TESTING SUPPLIES.    SAP PURCHASE ORDER# 2000003059    \$5,000.00    TOTAL  
REFERENCE BID# 268-05
  33. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM LABORATORY CORPORATION, BURLINGTON, NC, TO ADD FUNDS TO PAY PAST DUE INVOICES FOR LABORATORY REFERRAL TESTING REMOVE FUNDS FROM PURCHASE ORDER 2000002806 AND ADD TO PURCHASE ORDER 2000002928.    SAP PURCHASE ORDER# 200002928    \$79,000.00    TOTAL    REFERENCE BID# 236-04
  34. COOPER GREEN MERCY HOSPITAL (BLOOD BANK) FROM CARDINAL HEALTH, CHARLOTTE, NC, TO ADD

FUNDS TO PAY PAST DUE INVOICES FOR BLOOD BANK SUPPLIES. SAP PURCHASE ORDER# 2000002851  
\$850.00 TOTAL

35. ECONOMIC DEVELOPMENT FROM MAGIC CITY TRUCKING, BIRMINGHAM, AL, TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CDL TRUCK DRIVING TRAINING. SAP PURCHASE ORDER# 2000006970  
\$6,000.00 TOTAL

36. OFFICE OF SENIOR CITIZENS FROM YARTAY COMPANY, INC., BIRMINGHAM, AL, TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CATERING SERVICE TO PROVIDE LUNCH FOR THE RECOGNITION PROGRAM FOR OLDER ADULTS. SAP PURCHASE ORDER# 2000002822 \$19,000.00 TOTAL REFERENCE BID# 296-05

37. GENERAL SERVICES PRINTING FROM XEROX CORPORATION, DALLAS, TX, FOR LEASE & MAINTENANCE XEROX DOCUCOLOR 2045 COPIER. SAP PURCHASE ORDER# 2000008920 \$155,652.08 TOTAL

38. PERSONNEL BOARD FROM US BANCORP SERVICE, MARSHALL, MN, FOR RENTAL SAVIN 40105 COPIER MACHINE.  
SAP PURCHASE ORDER# 2000008784 \$5,310.24 TOTAL

39. JEFFERSON REHABILITATION HEALTH CENTER FROM QUALITY PLUS, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS TO PURCHASE ORDER 2000003216 FOR OXYGEN SERVICES FOR JRHC.  
SAP PURCHASE ORDER# 2000003216 \$3,500.00 TOTAL REFERENCE BID# 288-06

40. JEFFERSON REHABILITATION & HEALTH CENTER FROM JEFFERSON COUNTY BOARD OF HEALTH, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS TO PURCHASE ORDER 2000002790 FOR DENTAL SERVICES TO THE RESIDENTS AT THE JRHC. SAP PURCHASE ORDER# 2000002790 \$1,500.00 TOTAL  
CONTRACT APPROVED BY THE COMMISSION ON 2/28/06, MINUTE BOOK 150, PAGES 363-365.

41. JEFFERSON REHABILITATION & HEALTH CENTER FROM REGIONAL BIOMEDICAL, GADSDEN, AL, TO CHANGE ORDER TO ADD FUNDS TO PURCHASE ORDER 2000002795 FOR LABORATORY TESTING SERVICES FOR THE JRHC.  
SAP PURCHASE ORDER# 2000002795 \$3,500.00 TOTAL REFERENCE BID# 307-06  
CONTRACT APPROVED BY THE COMMISSION ON 2/27/07, MINUTE BOOK 153, PAGES 108-110.

42. JEFFERSON REHABILITATION & HEALTH CENTER FROM THE ROSE GROUP D/B/A SUWANNEE MEDICAL HEALTHCARE, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS TO PURCHASE ORDER 2000003603 FOR TEMPORARY NURSING PERSONNEL TO PROVIDE DIRECT PATIENT CARE TO THE RESIDENTS OF THE JRHC.  
SAP PURCHASE ORDER# 2000003603 \$50,000.00 TOTAL REFERENCE BID# 265-06  
CONTRACT APPROVED BY THE COMMISSION ON 1/9/07, MINUTE BOOK 152, PAGES 507-508.

43. COOPER GREEN MERCY HOSPITAL FROM LISA MULLINS, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS TO PURCHASE ORDER 2000002533 FOR THERAPEUTIC DIETICIAN SERVICES TO BE RENDERED TO THE HIV INFECTED PATIENTS AT COOPER GREEN MERCY HOAPITAL'S ST. GEORGE CLINIC.  
SAP PURCHASE ORDER# 2000002533 \$19,000.00 TOTAL REFERENCE BID# 307-06  
CONTRACT APPROVED BY COMMISSION ON 1/23/07, MINUTE BOOK 152, PAGES 555-556.

44. COOPER GREEN MERCY HOSPITAL FROM ALABAMA CARD SYSTEMS, BIRMINGHAM, AL, FOR IMPRINTER & EMBOSSER MAINTENANCE. SAP PURCHASE ORDER# 2000008606 \$13,413.12 TOTAL  
REFERENCE BID# 79-06

45. GENERAL SERVICES PRINT SHOP FROM AGFA CORPORATION, WILMINGTON, MA, FOR IMPRINTER & EMBOSSER MAINTENANCE. SAP PURCHASE ORDER# 2000008929 \$5,290.00 TOTAL REFERENCE  
BID# 35-06

46. COOPER GREEN MERCY HOSPITAL (STORES) FROM HOSPIRA WORLDWIDE, CHICAGO, IL, FOR PURCHASE OF SOLUTIONS & SET FOR 07/08. SAP PURCHASE ORDER# 2000008940 \$9,947.86 TOTAL

47. COOPER GREEN MERCY HOSPITAL FROM HILL ROM, PITTSBURGH, PA, FOR CENTRAL SUPPLY OVERLAY RENTAL THROUGH 9/30/2007. SAP PURCHASE ORDER# 2000008953 \$9,319.00 TOTAL

48. FLEET MANAGEMENT FROM FUELMAN OF ALABAMA, BIRMINGHAM, AL, TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PAYMENT OF FUEL INVOICES. SAP PURCHASE ORDER# 2000006920 \$86,300.00

TOTAL

REFERENCE BID# 210-07

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

Carns, Smoot and Collins.

JEFFERSON COUNTY COMMISSION  
Finance Department  
Unusual Demands  
11/13/2007

Profit	Vendor #	Name	TextBusiness	Area	Amount	Doc No
District 1	1000193	JEFFERSON CO	TREASURER PETTY CASH-CORONER	CORONER/MEDICAL EXAMINER	149.00	1900005609
District 1	1000193	JEFFERSON CO	TREASURER PETTY CASH-CORONER	CORONER/MEDICAL EXAMINER	16.33	1900005614
District 2	1000193	JEFFERSON CO	TREASURER PETTY CASH-INFORMATION TECHNOLOGY	INFO TECH: NETWORK SUPPORT	229.50	1900005212
District 2	1000193	JEFFERSON CO	TREASURER PETTY CASH-INFORMATION TECHNOLOGY	INFO TECH: NETWORK SUPPORT	131.36	1900005261
District 2	1000193	JEFFERSON CO	TREASURER PETTY CASH-INFORMATION TECHNOLOGY	COMMISSIONER, DISTRICT 2	26.97	1900005688
District 2	1004617	BHAM BUSINESS JOURNAL	Birmingham Bus Journal Subscription-Cree	INFO TECHNOLOGY		87.201900005273
District 3	1000193	JEFFERSON CO	TREASURER PETTY CASH-LAND DEVELOPMENT	LAND DEVELOPMENT		49.101900005174
District 3	1000193	JEFFERSON CO	TREASURERPETTY CASH-ROADS & TRANSPORTATION	R&T: ADMINISTRATION		40.991900005217
District 3	1000193	JEFFERSON CO	TREASURERPETTY CASH-LAND DEVELOPMENT	LAND DEVELOPMENT		19.481900005219
District 3	1000193	JEFFERSON CO	TREASURERPETTY CASH-STORM WATER MANAGEMENT	STORMWATER MGT AUTH INC	29.99	1900005249
District 3	1000193	JEFFERSON CO	TREASURERPETTY CASH-ROADS & TRANSPORTATION	R&T: ADMINISTRATION		22.031900005252
District 3	1000193	JEFFERSON CO	TREASURERPETTY CASH-EMA	EMERGENCY MANAGT AGENCY		76.501900005253
District 3	1000193	JEFFERSON CO	TREASURERPETTY CASH-ROADS & TRANSPORTATION	R&T: TRAFFIC ENGINEERING		50.001900005262
District 3	1000193	JEFFERSON CO	TREASURERPETTY CASH-EMA	EMERGENCY MANAGT AGENCY 27.70		1900005266
District 3	1000193	JEFFERSON CO	TREASURERPETTY CASH-EMA	EMERGENCY MANAGT AGENCY		46.401900005267
District 3	1000193	JEFFERSON CO	TREASURERPETTY CASH-EMA	EMERGENCY MANAGT AGENCY		71.821900005268
District 3	1000193	JEFFERSON CO	TREASURERPETTY CASH-EMA	EMERGENCY MANAGT AGENCY		5.381900005269
District 3	1000193	JEFFERSON CO	TREASURERPETTY CASH-EMA	EMERGENCY MANAGT AGENCY		231.151900005270
District 3	1000193	JEFFERSON CO	TREASURERPETTY CASH-EMA	EMERGENCY MANAGT AGENCY		2.001900005271
District 3	1000193	JEFFERSON CO	TREASURERPETTY CASH-EMA	EMERGENCY MANAGT AGENCY		84.691900005272
District 3	1000193	JEFFERSON CO	TREASURERPETTY CASH-EMA	EMERGENCY MANAGT AGENCY		47.501900005278
District 3	1000193	JEFFERSON CO	TREASURERPETTY CASH-EMA	EMERGENCY MANAGT AGENCY		109.991900005279
District 3	1000193	JEFFERSON CO	TREASURERPETTY CASH-EMA	EMERGENCY MANAGT AGENCY		70.001900005280
District 3	1000412	NATIONAL SOCIETY OF	Membership Renewal for Kenneth M. Burton	R&T: DESIGN		205.00 1900005500
District 3	1004209	Bama Treas-D Bate	Membership Renewal for William J. (Jeff) Corley	R&T: HIGHWAY MAINT-BESSEMER		100.00 1900005500
District 3	1019177	CYNTHIA B LEDBETTER	Reimbursement S-07-094 Cynthia B. Ledbetter	LAND DEVELOPMENT		74.00 1900005524
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-OSCS	SENIOR CITIZEN SERVICES		35.001900003840
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-REVENUE	REVENUE	11.74	1900005195
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-GENERAL SERVICES	GEN SVCS: ADMINISTRATION	165.52	1900005197
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-GENERAL SERVICES	GEN SVCS: ADMINISTRATION	330.00	1900005202
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-GENERAL SERVICES	GEN SVCS: ADMINISTRATION	335.59	1900005244
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-GENERAL SERVICES	GEN SVCS: ADMINISTRATION	250.00	1900005258
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-YOUTH DETENTION	YOUTH DETENTION ADM		135.321900005315
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-FAMILY COURT			397.211900005640
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-REVENUE	REVENUE		18.411900005653
District 4	1000193	JEFFERSON CO TREASURER	PETTY CASH-REVENUE	REVENUE	24.30	1900005684
District 4	1000249	GFO	Application fee GFOA budget review 2008 budget	BUDGET MANAGEMENT		630.00 1900005034
District 4	1002682	ALA WORKERS COMPENSATION	AWCO Membership Applications for 2007-2008	HUMAN RESOURCES ADMIN	250.00	1900005300
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: TURKEY CREEK WWTP		41.361900004221
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-PERSONNEL BOARD		127.48	1900004246
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: LEEDS WWTP		13.161900005198
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: INSTRUMENT SHOP		31.261900005205
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: PACKAGE WWTP & PUMP STATIO		66.231900005211
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: FIVE MILE CREEK WWTP		80.771900005215
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: FIVE MILE MAINTENANCE SHOP		712.741900005235
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: CAHABA RIVER WWTP		63.081900005251
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: VILLAGE ELECTRICAL SHOP		31.991900005277
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICE	SES: VILLAGE ELECTRICAL SHOP		215.091900005282
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: SANITATION ADMINISTRATION		26.161900005294
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: BARTON LAB		87.081900005312
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: PACKAGE WWTP & PUMP STA		273.721900005313
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: LEEDS WWTP		9.241900005682
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-COMMISSIONER CARNS	COMMISSIONER, DISTRICT 5	28.72	1900005686
District 5	1000193	JEFFERSON CO TREASURER	PETTY CASH-ENVIRONMENTAL SERVICES	ES: CAHABA RIVER WWTP		24.251900005689
District 5	1001784	MOODY'S INVESTOR SERVICE	Extension of SBPA to October 10, 2008- 2002-C	ES: SANITATION ADMINISTRATION		600.00 1900005500
District 5	1001784	MOODY'S INVESTOR SERVICE	Prof. Svcs. - Tranches 2002-C-2-7 (Oct 07-Sep 08)	ES: SANITATION ADMINISTRATION		5,500.00 1900005500
Joint Responsibility	1000193	JEFFERSON CO TREASURER	PETTY CASH-SHERIFF DEPT	SHERIFF ENFORCE-BIRMINGHAM		303.641900005301
Joint Responsibility	1000193	JEFFERSON CO TREASURER	PETTY CASH-SHERIFF DEPT	SHER CORRECT-BIRMINGHAM		28.051900005685
Joint Responsibility	1000968	SHELIA M GARRETTT	Travel Reimbursement for ACJIC 2007 Conference	SHERIFF ENFORCE-BIRMINGHAM		60.001900005194

*Motion was made by Commissioner Smoot seconded by Commissioner Carns that the Unusual Demands be approved. Voting "Aye"*

*Smoot, Carns and Collins.*

REQUEST FOR CERTIFICATION

Department of Revenue - Birmingham  
Account Assistant II -  
Board of Equalization - Birmingham

Administrative Assistant I - 2 positions  
 Tax Collector - Birmingham  
 Administrative Assistant II  
 Community Development  
 Administrative Analyst  
 Youth Detention  
 Administrative Assistant II  
 Roads & Transportation - Highway Design  
 Civil Engineer  
 Sr. Engineering Drafter  
 Roads & Transportation - Highway Engineering  
 Senior Engineering Aide  
 Roads & Transportation - Highway Engineering & Construction  
 Engineering Inspector - 3 positions  
 Senior Engineering Inspector - 2 positions  
 Principal Engineering Inspector  
 Jefferson Rehabilitation & Health Center - Health Center - Patient Activity  
 Patient Activity Leader  
 Jefferson Rehabilitation & Health Center - Dietary  
 Dietitian  
 Jefferson Rehabilitation & Health Center - Nursing Services - Nursing Facility  
 Administrative Assistant II  
 Cooper Green Mercy Hospital - 7East  
 Staff Nurse  
 Cooper Green Mercy Hospital - Ambulatory Clinic  
 Public Health Language Worker  
 Cooper Green Mercy Hospital - Payroll/Accounts Payable  
 Accounting Assistant II  
 Motion was made by Commissioner Carns seconded by Commissioner Smoot, that the Request for Certification be approved.  
 Voting "Aye" Carns, Smoot and Collins.

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Communication was read from Budget & Management recommending the following:

**A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION**

1. Tax Collector - Birmingham \$0  
 Add 1 Administrative Assistant II (GR. 13), & delete 1 Administrative Assistant I (GR. 10). Annual difference, \$4,111.45. No Additional Funds Required.
2. Economic Development \$0  
 Add an Administrative Analyst (GR 21) & delete a Human Resources Planner (GR. 21). No Additional Funds Required.
3. Fleet Management \$17,350  
 Increase revenue & expenditures to record on line auction proceeds. No Additional Funds Required.
4. Information Technology \$0  
 Add an System Analyst (GR 28) & delete a Senior Systems Analyst (GR 31). Annual savings \$6,306.23. No Additional Funds Required.

**B. FOR INFORMATION ONLY**

Sheriff Department \$29,377

Increase revenue & expenditures to record the law enforcement contract with the City of Clay for FY 2008. No Additional Funds Required.

Sheriff Department     \$82,755.17

Increase revenue & expenditures to record the law enforcement contract with the City of Pinson for FY 2008. No Additional Funds Required.

Sheriff Department     \$0

Add a Deputy position (GR 17) per the law enforcement contract with the City of Pinson for FY 2008. Annual cost \$48,155.89. No Additional Funds Required.

Sheriff Department     \$205,665

Increase revenue & expenditures to record the law enforcement contract with the City of Graysville for FY 2008. No Additional Funds Required.

Sheriff Department     \$58,985

Increase revenue & expenditures to record the law enforcement contract with the City of Center Point for FY 2008. No Additional Funds Required.

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

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Nov-13-2007-1436

WHEREAS, the Jefferson County Commission previously approved a resolution on August 14, 2007 authorizing an Agreement between Jefferson County, AL and Interfaith Hospitality House for a State Emergency Shelter Grant contract agreement; and

WHEREAS, Interfaith Hospitality House was legally dissolved on September 18, 2007 and assumed by the YWCA Central Alabama; and

WHEREAS, YWCA Central Alabama has assumed all rights, title, and interest of Interfaith Hospitality House in and to any and all assets of Interfaith Hospitality House, including any current and future grant proceeds which include one (1) grant from Jefferson County, Alabama.

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President, Bettye Fine Collins, is hereby authorized and directed to execute Amendment #1 to modify the agreement to change the sub-recipient's name from Interfaith Hospitality House to YWCA Central Alabama. Said name change is to be effective as of August 14, 2007. The Agreement is from Program Year 2007 State funds.

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

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Nov-13-2007-1437

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a WIA Contract Agreement between Jefferson County, Alabama and United Cerebral Palsy of Greater Birmingham, Inc. to provide training of thirty (30) out-of-school youth, beginning November 19, 2007 and ending June 30, 2008, in the amount of \$90,000 which will be paid with federal funds. No County funds are involved.

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



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Nov-13-2007-1438

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Environmental Services be granted permission to advertise for bid on the Dexter Alley Sewer Replacement project.

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

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Nov-13-2007-1439

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following letter agreement between Jefferson County, Alabama and Sain Associates for resurvey of Jefferson Metropolitan Park Lakeshore for the new Jefferson County Combined Emergency Communications Facility in the amount of \$12,000.

Mr. Jeffrey S. Smith  
Acting Director, General Services  
Jefferson County, Alabama  
716 Richard Arrington Jr. Blvd. North  
Room #1  
Birmingham, Alabama 35203

SUBJECT: Resurvey of Jeff Met Lakeshore  
SA Job # 070385

Dear Mr. Smith:

Please accept this letter as our proposal to provide you with surveying services. For lot 2A of Jefferson Metropolitan Park Lakeshore, as recorded in the office of the Judge Of Probate in Map Book 220, Page 30.

#### SCOPE OF WORK

##### 1) Subdivision Plat

We will provide a resurvey of lot 2-A of Jefferson Metropolitan Park Lakeshore, as recorded in the office of the Judge Of Probate in Map Book 220, Page 30, making Lot 2-A ( $\pm$  182 acres ) into Lots 2-B ( $\pm$  173 acres) and 2-C ( $\pm$  8 acres). The survey will show an easement recorded by deed (deed to be provided by JCEIDA ), on the south right-of-way of Lakeshore, and the east right-of-way of Leaf Lake Boulevard. All proposed property line locations are to be provided by JCEIDA and will be bounded on the north by Leaf Lake Boulevard and Lakeshore Parkway and to the south by a 20foot sewer easement. A map will be submitted to the City of Birmingham for approval. The map will show lot lines, boundary calls, and any other information as required in the City of Birmingham Subdivision Regulations. We will attend a total of two (2) meetings with the City of Birmingham to answer any questions relative to the proposed plat.

##### 2) Topographic Survey

We will provide a topographic and boundary survey for the proposed Lot 2-C of Jefferson Metropolitan Park Lakeshore. Contours will be shown at 1foot intervals and based from USGS datum. Spot elevations will be shown in flat areas. A benchmark will be set on site. We will show visible utilities and utilities as marked by utility companies or as shown on maps. Visible drainage structures will be shown indicating top and invert elevations as well as type and size of pipes. Visible improvements will be shown including buildings, walls, fences, sidewalks, curbs, parking areas, paved areas, and landscaped areas. Iron pins will be set at missing or calculated property corners. Visible encroachments will be shown. A legal description will be shown on the survey. The topographic survey will extend twenty-five (25) feet beyond the property lines and to the west back of curb on Leaf Lake Boulevard. The survey will be performed in accordance to the Standard of Practice for Surveying in the State of Alabama.

#### SCHEDULE

##### 1) Subdivision Plat

We can begin field work within one (1) week of your Notice to Proceed and we will have the survey ready for submittal within one (1) week of beginning field work. Recordation of this plat is contingent on the City Of Birmingham's schedule, therefore Sain can not guarantee a date for recording of the plat.

##### 2) Topographic Survey

We can begin field work within two (2) weeks of your Notice to Proceed and we will provide the completed survey within two (2) weeks of beginning field work.

FEE

Subdivision Plat	\$ 2,500.00
Topo Survey	\$ 9,500.00
TOTAL	\$12,000.00

REVISIONS

The price shown above is based on information either obtained by us or provided to us prior to beginning work. Revisions to the survey not due to our errors including, but not limited to, additional legal descriptions, revisions to the certification, updated or revised title commitments, and additional work not stated in the scope of work above, will be billed hourly in accordance with the rate schedule shown on the enclosed Terms and Conditions.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,  
Jason E. Bailey PLS  
Survey Division Manager  
AL License # 28567  
Sain Associates Inc.

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

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

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Nov-13-2007-1440

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Intergraph Corporation to provide software maintenance for the 911 CAD System, for FY 2207-2008, in the amount of \$55,892.04.

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

Nov-13-2007-1441

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Standard Form of Agreement between Jefferson County, Alabama and KPS Group for architectural and engineering services for the Jefferson County Combined Emergency Communications Facility.

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

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Nov-13-2007-1442

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and City of Leeds to provide funding for the Senior Citizen Center for older residents residing in Leeds and the surrounding areas in the amount of \$9,970 - federal funds.

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

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Nov-13-2007-1443

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

between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and City of Brighton to provide funding for the Senior Citizen Center for older residents residing in Brighton and the surrounding areas in the amount of \$11,650 - federal funds.

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

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Nov-13-2007-1444

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and Jefferson County Council on Aging for Fleet Management to issue eight vehicles for use in the delivery of homebound meals through the Meals on Wheels program.

AGREEMENT #056-08

PROVIDER NAME: JEFFERSON COUNTY COUNCIL ON AGING (JCCOA)

#### AGREEMENT

This AGREEMENT entered into this 21<sup>st</sup> day of September, 2007, between Jefferson County, Alabama, by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as the "County" and, the Jefferson County Council on Aging (JCCOA), hereinafter referred to as the "SUB-RECIPIENT".

WHEREAS, Part 570 of Title I of the Housing and Community development Act of 1974 as amended (Public Law 93-383) provides for the making of grants by the Secretary of Housing and Urban Development to eligible units of local government to assist them in community development activities; and

WHEREAS, the Jefferson County Community Development Department of the Jefferson County Commission has applied for and has been designated as RECIPIENT of said grant; and

WHEREAS, the County is desirous of obtaining the services of the SUB-RECIPIENT to provide public services pursuant to the above referenced regulations to be provided in a manner consistent with the terms of this Agreement:

NOW THEREFORE, for and in consideration of the mutual benefit herein provided for and expressed by the COUNTY and the SUB-RECIPIENT do hereby agree as follows:

#### 1. SCOPE OF SERVICES

Through this Agreement the County hereby lets and licenses to the SUB-RECIPIENT eight (8) vehicles purchased with funds through Jefferson County Community development for the Jefferson County Office of senior Citizens Services. The vehicles are listed on Attachment 1. The vehicles are to be used for the delivery of homebound meals to eligible residents of Jefferson County and no other purpose.

The SUB-RECIPIENT shall be responsible for securing and maintaining all appropriate licenses, including Alabama license plates and is responsible for all costs associated with the operation of the eight (8) vehicles.

The COUNTY shall remain responsible for the performance of the eight (8) vehicles per OSCS's scheduled maintenance list maintained by the Jefferson County Fleet Management Department.

#### RECORDS AND REPORTS

Monitoring and Evaluation the SUB-RECIPIENT shall work under the direction of the COUNTY, which will monitor and evaluate the performance of this Agreement. The Director of the Office of Senior Citizens Services (OSCS) will represent Jefferson County in all instances involving this Agreement.

The SUB-RECIPIENT shall maintain detailed records of all persons served pursuant to this Agreement. Representatives of the County, U.S. Department of Housing and Urban Development (HUD), or their designees, may examine any records or information accumulated pursuant to this Agreement. All confidential information shall be treated as such by all aforementioned County and HUD representatives or designees.

The SUB-RECIPIENT shall submit a monthly report outlining all activities undertaken pursuant to this Agreement to the Director of the OSCS. All monthly reports shall include, but will not be limited to:

- (a) A statistical report reflecting the actual number of persons served by income category
- (b) The composition of persons served, including their age, sex, race and income level, on a year to date basis
- (c) The types of services provided; and
- (d) Narrative description of assistance provided in addition to the aforementioned statistics

#### 2. EQUAL OPPORTUNITY

The SUB-RECIPIENT hereby agrees that, in its employment practices and services rendered, it does not and shall not discriminate based on an individual's race, national origin, sex, age or religion. The SUB-RECIPIENT also agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended by executive order 11375, and supplemented in Department of Labor Regulations (24 CFR, Part 60).

### 3. OMB CIRCULARS

The SUB-RECIPIENT shall comply with the following OMB Circulars, as applicable:

(a) Sub-recipients which are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. AO-87, "Principles for determining Costs Applicable to Grants and Contracts with State, Local, and federally Recognized Indian Tribe Governments", OMB Circular A-133, "Audits of State and Local Governments" (Implemented at 24 CFR Part 44) and with all applicable portions of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".

(b) Sub-recipients, except sub-recipients which are government entities, shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Nonprofit Organizations", or OMB Circular A-21, "Cost Principles for Educational Institutions". And OMB Circular A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations".

The SUB-RECIPIENT does, through the execution of this Agreement, expressly acknowledge receipt of the above referenced OMB Circulars. The above referenced OMB Circulars, as well as Executive Order 11246 are hereby incorporated by reference into the terms and conditions of the Agreement.

### 4. OTHER PROGRAM REQUIREMENTS

The SUB-RECIPIENT shall comply with all Federal laws and regulations, as applicable, governing the allocation and expenditure of CDBG funds and shall comply with all rules and regulations established by the recipient governing the administration of this Agreement.

### 5. REVERSION OF ASSETS

Upon the expiration, termination or completion of this Agreement, the SUB-RECIPIENT shall transfer to the recipient all vehicles on hand at the time of termination. If the SUB-RECIPIENT ceases use of the vehicles with the COUNTY for the purposes described in the Agreement, the SUB-RECIPIENT shall either pay to the COUNTY the fair market value of the asset or transfer control of the asset to the COUNTY.

### 6. SUB-RECIPIENT AUDIT

The SUB-RECIPIENT shall submit to the COUNTY a certified financial report/statement on the use of the vehicles pursuant to the terms of this Agreement.

(a) Sub-recipients which are government entities (including public agencies) shall comply with the audit standards of OMB Circular No. A-133

(b) Sub-recipients, except sub-recipients which are government entities, shall comply with the audit standards of the OMB Circular No. A-110. These sub-recipients include institutions of higher education, hospitals and nonprofit organizations.

### 7. TIME OF PERFORMANCE

The effective date of this Agreement shall be October 1, 2007. The time of performance of this Agreement shall be through September 30, 2008 with renewal, at the County's option and Commission approval, for two (2) additional one year periods, not to exceed three (3) full years.

### 8. LIABILITY

The SUB-RECIPIENT shall not, without the prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the COUNTY.

The SUB-RECIPIENT shall indemnify and hold harmless the COUNTY, its elected officials and employees against liability for any claims, suits, judgments, and damages whatsoever, arising in any way out of SUB-RECIPIENT'S receipt or use of the vehicles or performance of the Agreement. SUB-RECIPIENT its agents, servants, or employees related to the services furnished by the SUB-RECIPIENT under this Agreement and shall furnish the COUNTY with a copy of the Liability Certificate of Insurance naming the COUNTY as additionally insured.

INSURANCE SUB-RECIPIENT shall provide the County with a Certificate of Insurance evidencing liability insurance coverage and reflecting Jefferson County, the Jefferson County Commission as "Additionally Insured" and with a thirty (30) day written cancellation notice.

### 9. SUSPENSION AND TERMINATION

Termination of the Agreement for Cause If through any cause the SUB-RECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the SUB-RECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate or suspend the Agreement by giving written notice to the

SUB-RECIPIENT of such termination or suspension and specifying the effective date thereof, at least thirty (30) days before such effective date.

Notwithstanding the above, the SUB-RECIPIENT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by the SUB-RECIPIENT and the COUNTY may withhold payments to the SUB-RECIPIENT for the purpose of being set aside until such time as the exact amount of damage due the COUNTY from the SUB-RECIPIENT is determined.

Termination of Agreement The COUNTY or SUB-RECIPIENT may terminate this Agreement any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of termination. If the Agreement is terminated by the COUNTY as provided herein, the SUB-RECIPIENT will be paid for all services performed to the date of suspension or termination, together with all reimbursable expenses then due, less payment as compensation previously made.

#### 10. INFLUENCE ON GRANT AWARDS

To the best of the SUB-RECIPIENT'S knowledge and belief:

No Federal appropriated funds have been paid or will be paid by or on behalf of the SUB-RECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying ", in accordance with its instructions.

#### 11. AMENDMENT OF AGREEMENT

This Agreement contains the entire understanding of the parties, and no change of any term or provision of the Agreement 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 Agreement.

#### 12. ACKNOWLEDGMENT OF SUPPORT

The SUB-RECIPIENT shall, in any publication or media presentation regarding this project, provide the following statement:

"This project was supported, in part, by funds awarded through the Community Development Block Grant Program, Jefferson County, Alabama."

#### 13. DISPUTES

Any dispute, regarding the interpretation of the terms of this Agreement shall be decided by the COUNTY. The decision of the COUNTY shall be final and binding.

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

JEFFERSON COUNTY, ALABAMA

AGENCY

Bettye Fine Collins, President

George Graham, Executive Director

Jefferson County Commission

Jefferson County Council on Aging

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

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Nov-13-2007-1445

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Claim Services Renewal Agreement between Jefferson County, Alabama and Hill Administrative Services to extend terms an additional twelve months, beginning December 1, 2007 and ending November 30, 2008, in the amount of \$53,424.

#### CLAIM SERVICES RENEWAL AGREEMENT

This Claim Services Renewal Agreement, for Service Company to provide administration in respect to the investigation and payment of workers' compensation claims, between the Jefferson County Commission through the Human Resources Department and Hill Administrative Services, Inc. renews the term of the Claims Services Agreement dated December 1, 2006, and approved by the

Jefferson County Commission on 1-2-07, MB 152, Page(s) 466-470, for an additional 12 months from December 1, 2007 through November 30, 2008, at the flat rate of \$53,424.00 as agreed upon in the original Agreement.

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

JEFFERSON COUNTY COMMISSION

Bettye Fine Collins, President

SERVICE COMPANY

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

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Nov-13-2007-1446

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Auburn University at Montgomery to provide consulting services in the form of an organizational planning and development overview of the HR Department in the amount of \$153,000.

CONTRACT NO. HRD-07

CONSULTING SERVICES CONTRACT

THIS AGREEMENT entered into this 7<sup>th</sup> day of September, 2007, by and between Jefferson County, Alabama, hereinafter called "the County", and, Auburn University at Montgomery d/b/a Center for Business & Economic Development, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2007.

WHEREAS, the County desires to contract for consulting services for the Human Resources Department, hereinafter called "Human Resources"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor shall perform all necessary professional services provided under this Contract as required by the County. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner an organizational planning and development overview of the Human Resources Department to include the following:
  - Mission Statement Development
  - Staffing Analysis
  - Updating and Revision of current Job Descriptions
  - Classification and Compensation recommendations for suggested new positions
  - Recruitment recommendations for new or unique positions
  - Structured Oral Interview Questions for new or unique positions
  - Prepare Final Documentation Report

Deliverables for this assignment include:

1. Mission Statement Development

Contractor's staff will meet with Jefferson County's Human Resources Department staff, as well as other identified relevant stakeholders, to create a mission statement for the department. The mission statement should describe both the purpose and direction of the organization which can become a starting point for developing business goals. Contractor's staff will hold brainstorming meetings with various constituent groups in order to gather the information necessary to identify the purpose and direction of the organization and express the organization's philosophy and values.

2. Organizational Structure and Staffing Analysis

In order to make recommendations towards optimizing the effectiveness, productivity and communication within Human Resources, Contractor's staff will meet with the Jefferson County Human Resources Department management employees to review current organizational charts and gain an understanding of reporting relationships, the purpose of each unit/function, and the processes by which each function is carried out. Contractor staff will research how similar types of county human resources departments are structured, as well as best practices for similar departments. Contractor staff will make specific recommendations as to the structure and

organization of work units, the job assignments, the need for new or unique positions, and the number of people assigned to perform a specific function.

3. Job Description Review and Update

Contractor staff will meet with incumbents and supervisors from each job classification within Human Resources. During the meetings, Contractor staff will collect information about general work behaviors and tasks performed by incumbents in each position; the Knowledge, Skills and Abilities (KSAs) needed to perform the job; and possible minimum qualifications such as certifications or educational requirements. In accomplishing this, the Contractor will work with Human Resources to obtain current job descriptions and job analysis information from the Personnel Board of Jefferson County. Contractor staff will work with Human Resources personnel and supervisors to document discrepancies and/or concerns with the existing job descriptions. Comparisons will be made, changes implemented, and descriptions updated.

Contractor staff will work with Human Resources staff to develop job descriptions, including minimum qualifications, for new or unique positions within the department. After all job descriptions have been developed, job descriptions will be reviewed by a technical advisory group for accuracy and completeness.

4. Classification and Compensation Survey

Upon finalization and approval of all job descriptions, Contractor will work with Human Resources staff to determine if any of the recommended new positions will fit into the current classification and compensation system. If any of the newly recommended positions will not fit with the current system, Contractor will conduct a compensation survey of similar positions using salary survey software and other available data to determine the salary range of these positions.

5. Recruiting

Contractor staff will research and identify appropriate places from which to recruit qualified job applicants for positions which are new or unique to Human Resources. This may include utilizing internet resources, advertising in industry-specific publications, and attending industry-specific conferences or seminars.

6. Structured Oral Interview Development

Contractor will develop Structured Oral Interview questions for new and unique positions within the department. The Structured Oral Interview is developed to create a situational assessment for those behaviors which Contractor cannot actually simulate. Structured Oral Interview questions can take two (2) forms: 1) a hypothetical situation or 2) past behavior description. In a hypothetical situation, candidates are given some background information about a problem that could occur on the job. Candidates are then asked how they would respond (i.e. what actions they would take) in dealing with the problem or situation as if they were in the assigned role. Past behavior descriptions questions ask candidates to describe a time when they have experienced a certain situation in the past (e.g. "Tell me about a time when you have had to work under multiple deadlines to accomplish a task."). Candidates are asked to describe the circumstances, the actions they took, and the outcome of the situation.

Contractor will conduct a strategic job analysis for each new position prior to developing Structured Oral Interview questions. This will involve meeting with the future supervisor of the position, management, peers who would interact frequently with the new position to determine the work behaviors and tasks, as well as the KSAs and physical abilities needed by an employee within a target job. Depending on the number of individuals participating in this process, they may be asked to complete a formal job analysis questionnaire. Contractor will then analyze the results and develop the job content domain. From that information, the test content domain consisting of the KSAs that are sufficiently important to the position and necessary at entry into the job will be developed.

7. Final Documentation Report

Upon completion of the above mentioned Deliverables, Contractor will furnish to the Human Resources Director seven (7) copies and one (1) CD of a final documentation report summarizing and describing all the findings and recommendations noted during the Contractor's assessment. An additional copy will also be forwarded to the Commission President, Betty Fine Collins, for her review.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional consulting services to Human Resources at any time after the effective date of this Contract upon notice to proceed from the Director of Human Resources. The completion date will be nine months from the start of the project or no later than June 30, 2008 unless extended by mutual agreement of all parties.

4. **COMPENSATION:** Prior to starting work, Contractor and Human Resources Director shall schedule a kickoff meeting and develop a timetable for completing those deliverables listed above under the Scope of Services paragraph. The Contractor shall submit itemized bills, denoting what deliverables were completed or those deliverables that were initiated during the billing period and hours worked. The Contractor shall be compensated for services rendered for a fixed fee price of \$148,000.00 billed in nine equal monthly payments of \$16,444.45 each payable within 30 days of receipt of invoice. This fixed fee does not include the cost of reimbursable expenses, not to exceed \$5000.00. These expenses cover travel related costs, printing, copying, and refreshments for meetings. Separate invoices shall be submitted for reimbursable items at actual cost.

5. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an

independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.

6. 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 with information required for Form 1099 reporting and other pertinent data required by law.

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

9. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.

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

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

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

13. 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  
Dr. John G. Veres III, Chancellor  
Auburn University at Montgomery

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

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

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Nov-13-2007-1447

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Cooper Green Mercy Hospital Advisory Board Minutes of August 23, 2007 and September 27, 2007, be and hereby is approved.

SUMMARY  
ADVISORY BOARD MINUTES  
August 23, 2007



1. Cooper Green Mercy Hospital participated in the County Emergency drill held on August 7, 2007.
2. Cooper Green is presently evaluating providing prescription drug coverage for all County employees.
3. Hospital renovation is still in progress. We continue to work on clinic moves; Clinic A will be moved to the 4<sup>th</sup> floor and Clinic B will be moved to the 5<sup>th</sup> floor.
4. The Hospital recently had a Mock Survey; overall things were satisfactory.
5. The Emergency Room was moved to the Clinic area in July; expect to move back in October.
6. Three nurse manager positions have been filled; ER, OB/L&D, and OR.
7. We are presently working on a video for the Pharmacy waiting area to introduce the patient to the pharmacy services, how the pharmacy system works and information on medication.
8. Maxine Starks, Director of Quality Management is retiring after 31 years of service.

ADVISORY BOARD MINUTES

September 27, 2007

1. Conversion of the County accounting system and the issues related to it are ongoing.
2. Still looking at ways to increase patient volume by attracting and maintaining the Medicare eligible patients that we have.
3. Working to encourage present staff to further train and educate.
4. In the process of scheduling a site visit to VA Hospital in Tuscaloosa to look at their electronic medical record system.
5. The Joint Commission Readiness Group has created teams to inspect areas throughout the facility to ensure we are in compliance with JCAHO standards.
6. Jamie Sullivan is in the process of revamping the Quality Management Department.
7. Hospital Administration and the Medical Staff have implemented a process to get county patients and self referrals through the system for mammography and responsible follow up.
8. Working to partner with UAB Geriatrics Division to provide geriatric and dementia services for our patients with special needs.
9. Dr. John Shuster has been recruited to lead the Chronic Pain Clinic.
10. There were no nurses hired in the month of August.
11. The Emergency Room will relocate to its original location this weekend.

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

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Nov-13-2007-1448

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is authorized to transfer \$80,000 from Cooper Green Mercy Hospital Fund (Fund 31) to the Capital Fund (Fund 21) for MRI renovations.

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

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Nov-13-2007-1449

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Subdivision Surety Deposit Agreement between Jefferson County, Alabama and Morgan Run Development Company for roadway improvements.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Morgan Run Development Company, Inc.  
 Developer  
 Morgan Run - Phase I Sector II  
 Project  
 Final Wearing Surface - Seal Coat  
 Improvements

October, 2009  
Completion Date  
\$34,200.00  
Deposit

This agreement is between Jefferson County, Alabama (the "County") and the Developer identified above ("Developer").

WITNESSETH:

WHEREAS, Developer is developer of the above project in Jefferson County, Alabama (the "Project"), and has not yet constructed and installed the above described Project improvements (the "Improvements"); and

WHEREAS, the Improvements must be completed to comply with the County's Subdivision Regulations; and

WHEREAS, the Improvements are scheduled and required to be completed before the above completion date (the "Completion Date"); and

WHEREAS, the County is amenable to signing the record plat map for the Project pending completion of the Improvements, if Developer deposits the above sum (the "Deposit") with the County to secure completion of the Improvements.

NOW THEREFORE in consideration of the premises, the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. Developer shall deposit the Deposit with the County to hold in the County's bank deposit account pursuant to this Deposit Agreement.
2. The County shall sign the record plat map for the Project upon receipt of the Deposit.
3. If the Improvements have not been completed on or before the Completion Date, the County shall be entitled to use the Deposit to complete the Improvements. If the proceeds of the Deposit exceed the amount required to complete the Improvements, the excess shall be refunded to Developer.
4. If the amount of the Deposit is insufficient to complete the Improvements, the County shall notify Developer of the amount of the deficiency (the "Deficiency") which sum shall be due and payable from Developer to the County within five business days after delivery or posting in the U. S. Mail of the notice to the following address:  

128 High Crest Road  
Pelham, Alabama 35124  
(205) 663-4877
5. If all of any part of the Deficiency remains unpaid on the sixth business day following delivery of the aforesaid notice, Developer hereby grants the County a Lien for such unpaid amount on all of the real property and interests in real property Developer owns at the site of the Project to secure the payment thereof.
6. If legal action by the County is performed in order to enforce any provision of this Deposit Agreement the Developer hereby agrees to pay the reasonable amount or value thereof and any costs and expenses.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the duly authorized representatives as below.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Morgan Run Development Company, Inc.

Stuart L. Sims, Member

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

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Nov-13-2007-1450

A RESOLUTION IDENTIFYING SURPLUS COUNTY EQUIPMENT AND AUTHORIZING  
THE DISPOSAL OF SAID EQUIPMENT VIA INTERNET AUCTION, GOVDEALS.COM

WHEREAS, the County Fleet Manager has determined that the following list of retired rolling stock to be surplus and of no further use to the County, and

WHEREAS, the County Purchasing Agent has received various other County assets retired from user departments,

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following list of County assets is hereby declared surplus property, removed from the fixed assets inventory and disposed of via GOV DEALS.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Purchasing Agent is

authorized to dispose of the following list of County assets.

VEHICLE #	VIN	DESCRIPTION	ASSET #
B944001	1GCDC14HORZ275696	PU 8K C1500 94	B943104
A976056	2G1WL52MXV9238670	SEDAN 4 DR LUMINA G/W 97	971045
A981596	2FAFP73W3WX186969	SEDAN 4 DR C V 98	981999
A984303	1FAFP52U4WA218129	SEDAN 4 DR TAURUS 98	981427
A986015	2FAFP73W8WX186966	SEDAN 4 DR C V 98	981990
A986017	2FAFP73W9WX186961	SEDAN 4 DR C V 98	981992
A986018	2FAFP73WXWX186967	SEDAN 4 DR C V 98	981993
B983206	1GCEK19M8WE182358	PU 6K 4X4 1500 98	981272
A996018	2FAFP71 W6XX119240	SEDAN 4 DR C V 99	990009
AOO1582	2G1WF55K8Y9378027	SEDAN 4 DR IMPALA 00	002643
A006015	2G1WF55KOY9238389	SEDAN 4 DR IMPALA 00	001627
A006053	2FAFP71WXYX133191	SEDAN 4 DR C V G1W 00	000726

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION 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 Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns and Collins.

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Nov-13-2007-1451

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

Emergency Management Agency Resolution  
2008 Budget / COLA

WHEREAS, the Jefferson County Emergency Management Council Executive Committee met on August 21, 2007, to review the proposed 2008 EMA Budget, and

WHEREAS, EM Council Member Eugene Melton, Mayor of the City of Trussville, made a motion that the proposed EMA FY2008 Cost of Living Adjustment (COLA) salary increase for EMA employees be the same percentage as the Jefferson County Commission granted its employees, and

WHEREAS, this motion was seconded by Kenny Clemons, Mayor of the City of Gardendale, and confirmed by a "Yes" verbal vote by the Executive Committee members, and

WHEREAS, the Emergency Management Council met on October 18, 2007, and decided to record hand written votes of the Council Members present and record remaining votes through email and/or telephone communications, and

WHEREAS, email and/or telephone communications subsequently recorded additional votes that resulted in a total of eighteen(18) "yes" votes to approve the EMA 2008 Budget as presented, to include a 3% Cost of Living Adjustment salary increase for EMA employees and

WHEREAS, let the record show that no opposition votes were recorded.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that the Emergency Management Council Chairman, Lawrence T. Oden, and the Vice Chairman, Bobby G. Humphryes are hereby authorized to present this resolution on behalf of the Emergency Management Council to approve the 2008 Emergency Management Agency Budget.

Honorable Lawrence T. Oden, Chairman  
Emergency Management Council  
Honorable Bobby G. Humphryes, Vice Chairman  
Emergency Management Council

Dated this 31<sup>st</sup> day of October, 2007.

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

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Nov-13-2007-1452

BE IT RESOLVED by the Jefferson County Commission that the Commission, District 2 annual salary for the position of Appointed Confidential Secretary County Commission (classification #094601) be increased from \$54,080.00 to \$55,000.00 effective October 15, 2007.

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

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Nov-13-2007-1453

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Ryder Transportation Services in the amount of Seven Thousand Seven Hundred Four and 06/100 (\$7,704.06) 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 Ryder Transportation Services in the amount of \$7,704.06 and forward it to the County Attorney for disbursement.

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

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Nov-13-2007-1454

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Amendment to Agreement between Jefferson County, Alabama and Jefferson County Board of Education 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 Jefferson County Board of Education (Erwin High School) approved by the Jefferson County Commission on August 21, 2007 (Minute Book: 154; Page Number: 221) is hereby amended as follows:

Amend Paragraph 1 as follows:

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

Amend Paragraph 4 as follows:

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

JEFFERSON COUNTY BOARD OF EDUCATION

Dr. Phil Hammonds

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye"

Smoot, Carns and Collins.

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Nov-13-2007-1455

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Full Life Ahead Foundation of Hope (hereinafter called the "Contractee").

WITNESSETH:

WHEREAS, the County recognizes services and organizations that serve disabled persons as a valuable resources of the County; and

WHEREAS, Full Life Ahead Foundation of Hope provides programs designed to improve the quality of life for these persons; 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 total of \$2,500.
3. The Contractee shall provide the following services:
  - a. Implement the Full Life Ahead Planning Process (F.L.A.P.P.) so that disabled individuals in Jefferson County and their families will receive training, ongoing technical assistances and one on one facilitators through a variety of printed materials, manuals, specific topical trainings and workshops that facilitate the understanding and growth in knowledge of employment topics and options, which will significantly enhance the capacity of disabled individuals in Jefferson County and their support networks to transition into employment opportunities of their choice, thereby giving opportunities for active participation in their community;

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

Full Life Ahead Foundation of Hope

Judy Barclay, President of the Board

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

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Nov-13-2007-1456

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the Jefferson County 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 has determined 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 \$2,000 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Provide funds for building and facility improvements at the athletic department which will include building a showcase in the new gymnasium in which honors, photographs, awards, trophies and other memorabilia will be placed, as well as an academic, arts, and athletic Wall of Fame which will highlight the accomplishments of current and former students at Corner School.

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

Jefferson County Board of Education

Dr. Phil Hammonds, Superintendent

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

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Nov-13-2007-1457

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action:

Anthony D. Williams, Sheriff Department, was granted a military leave of absence from November 15, 2004 to January 22, 2005, from February 22, 2005 to November 11, 2005, from November 12, 2005 to January 6, 2006, from February 7, 2006 to November 14, 2006 and November 15, 2006 to January 6, 2007. The amount of pension contributions due for Anthony D. Williams is \$5,898.33 plus the County matching contributions of \$5,898.33 for a total of \$11,796.66.

Olin E. Shores Jr., Environmental Services, was granted a military leave of absence from November 4, 2004 to January 8, 2005, from February 8, 2005 to January 7, 2006, from February 7, 2006 to December 7, 2006 and December 7, 2006 to January 20, 2007. The amount of pension contributions due for Olin E. Shores Jr. is \$3,514.37 plus the County matching contributions of \$3,514.37 for a total of \$7,028.74.

Monica D. Rice., Probate Court, was granted a military leave of absence from March 29, 2005 to July 16, 2005, from July 16, 2005 to January 1, 2006 and January 31, 2006 to February 5, 2007. The amount of pension contributions due for Monica D. Rice is \$3,103.53 plus the County matching contributions of \$3,103.53 for a total of \$6,207.06.

Tonya Rogers, Sheriff Department, was granted a military leave of absence from April 18, 2006 to December 23, 2006 and December 24, 2006 to February 3, 2007. The amount of pension contributions due for Tonya Rogers is \$1,895.42 plus the County matching contributions of \$1,895.42 for a total of \$3,790.84.

Ronald W. Hudson., Sheriff Department, was granted a military leave of absence from May 18, 2007 to August 18, 2007. The amount of pension contributions due for Ronald W. Hudson is \$695.95 plus the County matching contributions of \$695.95 for a total of \$1,391.90.

William Powell Jr., Sheriff Department, was granted a military leave of absence from September 23, 2005 to October 17, 2005 and June 30, 2007 to July 27, 2007. The amount of pension contributions due for William Powell Jr. is \$358.04 plus the County matching contributions of \$358.04 for a total of \$716.08.

Sedrick Smith, General Services, was granted a military leave of absence from August 16, 2006 to September 30, 2006 and October 1, 2006 to October 20, 2006. The amount of pension contributions due for Sedrick Smith is \$338.60 plus the County matching contributions of \$338.60 for a total of \$677.20.

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

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Thereupon the Commission Meeting was adjourned to meet Tuesday, November 20, 2007, at 10:00 a.m. in Commission Chambers.

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President

ATTEST

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Minute Clerk