

STATE OF ALABAMA)

JEFFERSON COUNTY) May 29, 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 May 22, 2007, be approved. Voting "Aye" Langford, Carns, Collins, Humphryes and Smoot.

May-29-2007-662

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Special Meeting of the Jefferson County Commission held on May 24, 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 Humphryes and seconded by Commissioner Langford, voting "Aye" Humphryes, Langford, Carns, Collins and Smoot.

May-24-2007-659-SP-MTG

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Campbell and Associates to perform an equipment evaluation appraisal of the Jefferson County Central Laundry located at 120 County Shop Road, Birmingham, Alabama in the amount of \$4,750.

CONTRACT N0. GSD-01

APPRAISAL SERVICES CONTRACT

THIS AGREEMENT entered into this 21st day of May, 2007, by and between Jefferson County, Alabama, hereinafter called "the County", and Campbell and Associates, hereinafter called "the Contractor". The effective date of this agreement shall be June 1, 2007.

WHEREAS, the County desires to contract for appraisal services for the General Services Department, hereinafter called "General Services"; and

WHEREAS, the Contractor desires to furnish said appraisal 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 shall perform an equipment evaluation of the Jefferson County Central Laundry located at 120 County Shop Road, Birmingham, Alabama and provide a report including the itemizing listing of all machinery, equipment and process systems on a detailed line item basis. The valuation concept presented in Contractor's report shall be Fair Market Value in Use/Place. The value concept is defined as:

"The judgment of worth of a property, utilized in a manufacturing or production operation, to its owners. It is the value of the property, to its owner/user, which is based on the productive contribution of the property to the entity.

The "Fair Market in Use/Place" value can be generally justified when: (1) the property is fulfilling a reasonable, identifiable economic demand for the service it provides or houses; (2) the property improvements have a reasonable remaining economic life; (3) there is responsible ownership and competent management; (4) diversion of the property to an alternate use would not be economically feasible; and (5) continuation of present use is assumed. This value concept is applicable for marketing property on a going concern basis, or for allocation of the purchase price after acquisition."

Contractor's report will be prepared in compliance with the requirements of the Uniform Standards of Professional Appraisal Practices (USPAP).

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional appraisal services to General Services any time after the execution date of this Contract. The completion date of all services under this Contract is fourteen (14) business days after Contractor has been given the notice to proceed by general Services.

4. **COMPENSATION:** The Contractor shall be compensated for services rendered at a total cost of \$4750.00 payable upon submission of an invoice. This price shall be inclusive of all travel costs and expenses involved in the preparation of Contractor's report. Services required beyond the completion and delivery of Contractor's report, other than for general classification issues, will be billed at \$225.00 per hour, plus expenses.

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:	JEFFERSON COUNTY, ALABAMA
David F. Campbell, Senior Partner	Betty Fine Collins, President
Campbell and Associates	Jefferson County Commission

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

May-24-2007-660-SP-MTG

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the agreement between Jefferson County, Alabama and Element Health, Inc. to extend the agreement to September 30, 2007 and add \$65,000 for dietary consulting services and training to Jefferson Rehabilitation and Health Center Dietary Department. Total agreement amount not to exceed \$258,520.

AMENDMENT TO CONTRACT AMENDMENT NO. 2

This Amendment to Contract entered into this 3rd day of January, 2007 by and between Jefferson County, Alabama through the Jefferson Rehabilitation and Health Center (hereinafter referred to as the "Jefferson County Commission") and Element Health, Inc. (hereinafter referred to as the "Contractor").

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties entered into on the 24th day of June, 2005, which was approved by the Commission on 7-5-2005 and recorded in Minute Book 148, Page(s) 430-432, is hereby amended as follows:

Item 1. Under the "Term of Work" paragraph 2 in this contract, change the end date from December 31, 2006 to September 30, 2007.

Reason: Center to continue using Contractor to providing consulting on dietary issues and provide training, as needed, to reinforce the ongoing in-service training provided to the Center's Dieticians and Food Service Assistants.

Item 2. Under the "Rate of Pay" paragraph 3 in the contract, change the not to exceed amount from \$193,520.00 to \$258,520.00.

JEFFERSON COUNTY COMMISSION:

Bettye Fine Collins, President

CONTRACTOR:

Rebecca Kelly, President
Element Health, Inc.

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

May-24-2007-661-SP-MTG

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the agreement between Jefferson County, Alabama and Sheridan Black, CTRS, CEA to extend agreement to September 30, 2007 and add \$15,000 for Contractor to assume the duties of Patient Activity Director at Jefferson Rehabilitation and Health Center.

AMENDMENT TO CONTRACT

AMENDMENT NO. 2

This Amendment to Contract entered into this 1st day of January, 2007 by and between Jefferson County, Alabama through the Jefferson Rehabilitation and Health Center (hereinafter referred to as the "Jefferson County Commission") and Sheridan Black (hereinafter referred to as the "Contractee").

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties entered into on the 20th day of April, 2004, which was approved by the Commission at Minute Book 144, Page 365, is hereby amended as follows:

Item I (c). Under the "Scope of Work" paragraph in this contract, change the end date from September 30, 2005 to September 30, 2007

ADD: Contractor to provide the duties of a Patient Activity Director provided there is no Merit System or Classified employee available to fill this position.

Item VI: Amend the contract by adding \$15,000.00 to cover the additional service referenced above.

All other terms and conditions remain as previously written.

JEFFERSON COUNTY COMMISSION:

Bettye Fine Collins, President

CONTRACTEE:

Sheridan Black, CTRS, CEA

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

May-29-2007-663

Whereas, Dr. Phil Hammonds is an ardent advocate for education, health, and well being of all students serving the Jefferson County citizens as Superintendent of the Jefferson County Board of Education; and

Whereas, Dr. Hammonds was named "Most Outstanding Superintendent" by the University of Montevallo and State Superintendent of the Year by the Alabama Congress of PTAs; and

Whereas, Dr. Hammonds has led the district with the addition of early warning systems to rapidly notify parents of emergency school closing; the addition of ten additional school nurse positions; expansion of the Public Education Foundation; addition of W.A.Y. Program (Wellness, Academics, and YOU) in grades four and five to teach those students responsibility for their nutrition and health; and

Whereas, since 2004, Dr. Hammonds leadership has involved the establishment of the Cohort Certification Program in partnership with Samford University; Learning Communities in all schools; Pyramids of Intervention for students; mentor training for all new teachers; and security cameras in all area high schools; and

Whereas, the PTA honor is to recognize leadership at the superintendent level for support given to all PTAs, the largest statewide parent/teacher/student group for enhancing opportunities in education; and

Now, therefore, be it resolved, that the Jefferson County Commission hereby expresses its deepest gratitude and appreciation to Dr. Phil

Hammonds for his dedication to the citizens and students of Jefferson County.

Adopted by the Jefferson County Commission in Birmingham, Alabama on this the 29th day of May, Two Thousand and Seven.

Betty Fine Collins, President

Jim Carns, Commissioner

Bobby Humphries, Commissioner

Larry Langford, Commissioner

Sheila Smoot, Commissioner

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

STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization/2 Participants

Melba W. Harmon	Bessemer, Alabama	\$225.00
Gayle Hammonds	ALIIb: Appraisal Manual Course June 11-15, 2007	\$225.00

Cooper Green Mercy Hospital/2 Participants

Jamie Sullivan	Orange Beach, Alabama	\$1,472.17
Mark North	Alabama Hospital Assn. Annual Meeting June 19-23, 2007	\$1,417.17

District Attorney/4 Participants

Morgan Knight	Orange Beach, Alabama	\$1,161.32
Reginald Lavender	Alabama District Attorney Assn. Summer Conference	\$1,161.32
Sam Johnson	July 3-6, 2007	\$1,161.32
Terrell Jones		\$1,161.32

Sheriff's Department/3 Participants

Lawanda Bonner	Lebanon, Tennessee	\$581.35
Cynthia Mobley	Internal Affairs - Managing Citizen Complaints &	\$581.35
Emma Moore	Employee Discipline June 17-20, 2007	\$581.35

Individual Staff Development

Shelia Smoot	Commission	Richmond, Virginia NACO July 14-18, 2007	\$2,446.00
Glen Thompson	CGMH	Nashville, Tennessee Amerinet General Meeting and Pharmacy Council Meeting June 9-13, 2007	\$189.00
Glen Thompson	CGMH	San Francisco, California American Society of Health System Pharmacists June 23-28, 2007	\$2,854.00
Michael Harter	EMA	San Diego, California ESRI 27 th Annual User Conference/HASUS Conference June 17-22, 2007	\$2,639.48
Sherry Gurganus	Finance	Orange Beach, Alabama GFOAA 2007 Summer Conference June 19-22, 2007	\$997.03
Denise Trimmier	General Services	Orange Beach, Alabama Alabama NENA Quarterly Meeting October 14-17, 2007	\$833.86
Alan L. King	Probate Court	Tuscaloosa, Alabama Alabama Probate Court Judges' Assn. Conference January 24-26, 2007	\$400.38
Tanjawania Lee	Revenue	Auburn, Alabama 37 th Annual Alabama County Government Institute June 27-29, 2007	\$536.31
Eddie Woodis	Revenue	Atlanta, Georgia Audit Carter & Associates, Schnitzer Southeast & Imaging Technologies Services August 12-17, 2007	\$1,221.20
William Voigt	OSCS	San Francisco, California National Assn. of Area Agencies on Aging July 26 - August 1, 2007	\$2,279.00
Judi McAnally	Sheriff's Dept.	Montgomery, Alabama Certified Governmental Accounting Technician Conference June 28-29, 2007	\$125.00
Jennifer Kilburn	Sheriff's Dept.	Tuscaloosa, Alabama Certified Governmental Accounting Technician Conference June 6, 2007	\$125.00
Kwenita Anderson	Youth Detention	Indianapolis, Indiana National Juvenile Service Training Institute June 8-13, 2007	\$1,193.16

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

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. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM MALLINCKRODT MEDICAL INC., CHARLOTTE, NC, FOR INTRAVENOUS CONTRAST MEDIA. REFERENCE TAG# 768632 \$17,000.00 TOTAL
REFERENCE P.O. # 261754 REFERENCE BID# 21-07
2. ENVIRONMENTAL SERVICES - PUMP STATION MAINTENANCE FROM PURE AIR FILTRATION, NORCROSS, GA, FOR CARBON TOWER MEDIA REMOVAL AND REPLACEMENT. REFERENCE TAG#805318

\$47,000.00 TOTAL

REFERENCE BID# 182-07

3. ENVIRONMENTAL SERVICES - LINE MAINTENANCE SHADES FROM SANSOM EQUIPMENT, BIRMINGHAM, AL, FOR BLOWER REPAIR AND REBUILD ON JET WASHER TRUCK. REFERENCE TAG# 813437 \$10,686.63
TOTAL
4. SHERIFF'S DEPARTMENT FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, TO ADD FUNDS TO PAY OUTSTANDING INVOICES. REFERENCE BID# 21704 \$4,999.00 TOTAL REFERENCE P.O. #268743
5. REVENUE DEPARTMENT FROM PATTCO PRINTER SYSTEM, MARIETTA, GA, TO REPLACE EXISTING PRINTERS. REFERENCE TAG# 813168 \$5,060.00 TOTAL
6. DISTRICT ATTORNEY FROM DELL MARKETING LP, ATLANTA, GA, TO REPLACE EXISTING COMPUTERS. REFERENCE TAG# 819594 \$33,479.20 TOTAL REFERENCE BID# 81-07
7. DISTRICT ATTORNEY FROM SOFTWARE HOUSE INTERNATIONAL, SOMERSET, NJ, FOR SOFTWARE FOR COMPUTERS. REFERENCE TAG# 819772 \$9,426.31 TOTAL STATE OF ALABAMA CONTRACT# T-40
8. COOPER GREEN MERCY HOSPITAL (CENTRAL SUPPLY) FROM HILLROM, PITTSBURGH, PA, FOR OVERLAY RENTAL. REFERENCE TAG# 817355 \$10,500.00 TOTAL REFERENCE BID# 332-04
9. COOPER GREEN HOSPITAL FROM TUSKEGEE UNIVERSITY, TUSKEGEE, AL, TO CHANGE ORDER TO ADD FUNDS TO EXISTING P.O. 235517 FOR CONTRACTOR TO PARTNER WITH THE HOSPITAL IN THE ADMINISTRATION OF THE CVD GRANT ENTITLED DEEP SOUTH PARTNERSHIP FOR THE PREVENTION OF CVD DISPARITIES GRANT # I UO 1 HL079153-01. REFERENCE TAG# 645764 \$350,000.00 TOTAL
GRANT APPROVED BY THE COMMISSION ON 10/19/04 PER RESOLUTION AND RECORDED IN MINUTE BOOK 146 AT PAGE 223.
10. ROADS AND TRANSPORTATIONIBESSEMER HIGHWAY MAINTENANCE FROM RESEARCH SOLVENTS, BIRMINGHAM, AL, TO CHANGE ORDER REQUISITION TO ADD \$2,000.00 TO P.O. 257500 TO PAY OUTSTANDING INVOICES. REFERENCE TAG# 744455 \$2,000.00 TOTAL
11. ROAD & TRANS. HWY MAINT. FROM APAC, BIRMINGHAM, AL, FOR PLANT MIX, ASPHALT INDEX ESCALATION. REFERENCE TAG# 818696 \$146,168.61 TOTAL REFERENCE BID# 115-06
12. ROADS & TRANSPORTATION FLEET MANAGEMENT FROM DARRAN FURNITURE C/O OFFICE ENVIRONMENTS, INC., BIRMINGHAM, AL, FOR OFFICE FURNITURE FOR FLEET MANAGEMENT. REFERENCE TAG# 817874, 817879, 817884, 817887, 817888, 817889, 817905 & 817914
STATE OF ALABAMA CONTRACT# T390 \$7,157.50 TOTAL
13. ROADS & TRANSPORTATION FLEET MANAGEMENT FROM HIGHMARK C/O OFFICE ENVIRONMENTS, INC., BIRMINGHAM, AL, FOR OFFICE FURNITURE FOR FLEET MANAGEMENT. REFERENCE TAG# 817919 & 817936\$6,739.20 TOTAL STATE OF ALABAMA CONTRACT# T390
14. LAND DEVELOPMENT FROM CORPORATE EXPRESS, BIRMINGHAM, AL, FOR OFFICE FURNITURE FOR LAND DEVELOPMENT. REFERENCE TAG# 815697, 815699, 815702, 815714, 815717, 815719 & 815720
REFERENCE BID# 335-06 \$9,784.02TOTAL

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
May 29, 2007

Vendor Number	Vendor	Description	Department	Amount
JOINT RESPONSIBILITY				
01	0010661	JEFF CO DEPUTY TREASURER	PETTY CASH DB	TREASURER 41.00
02	0010661	JEFF CO DEPUTY TREASURER	PETTY CASH DB	SHERIFF: BESSEMER JAIL 579.89
03	0010661	JEFF CO DEPUTY TREASURER	PETTY CASH DB	SHERIFF: BESS ENFORCEMENT 236.74

04	0010661	JEFF CO DEPUTY TREASURER	PETTY CASH DB	TAX ASSESSOR BESSEMER	169.40
05	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	SHERIFF: BHAM JAIL	1042.13
06	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	COMMISSIONER, DISTRICT	188.08
07	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	COMMISSIONER, DISTRICT	85.00
08	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	STORMWATER MANAGEMENT	49.41
09	0014021	JEFFERSON CO TREASURER	VOTERS LIST FOR 7/18/06	TREASURER	19615.25
10	0014021	JEFFERSON CO TREASURER	VOTER LISTS FOR 11/7/06	TREASURER	19902.45
11	0017087	ZHALEH MCCULLERS	TRAVEL REIMBURSEMENT	STORMWATER MANAGEMENT	207.85
12	0022930	AMERICAN JAIL ASSOCIATION	JAIL & PRISON LEGAL ISSUES	SHERIFF: BESSEMER JAIL	345.00
13	0036122	ALFRED ARMOUR	TUITION REIMBURSEMENT	SHERIFF: BHAM ENFORCEMENT	1530.00
14	0036253	MARK D WILSON	TUITION REIMBURSEMENT	BD OF EQUALIZATION	268.50
15	0037780	MARILYN KING	TUITION REIMBURSEMENT	DISTRICT ATTORNEY	540.00
16	0038708	MICHAEL G TRUCKS - ATTORNEY	PROBATE CT SETTLEMENT	TREASURER	7576.00

ROADS & TRANSPORTATION

17	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	FLEET MGMT: ADMINISTRATION	4.00
18	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	LAND DEVELOPMENT	6.07
19	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	R&T: TRAFFIC ENGINEERS	122.00
20	0027803	WESLEY GREGORY	TUITION REIMBURSEMENT	R&T: TRAFFIC ENGINEERS	320.00
21	0028306	DANA ADAMS HAZEN	TUITION REIMBURSEMENT	LAND DEVELOPMENT	531.00
22	0038506	INTNL CODE COUNCIL	PROFESSIONAL CERTIFICATION	INSPECTION SERVICES	70.00
23	0038711	KENNETH JAMES	RIGHT OF WAY	R&T: RIGHT OF WAY	1180.00
24	0038712	JAMES E CHATHAM	SAFE ROOM GRANT REBATE	EMA GRANT PROGRAMS	3500.00
25	0038714	ARNOLD D CLICK	SAFE ROOM GRANT REBATE	EMA GRANT PROGRAMS	3020.66
26	0038715	JACK SMITH	REFUND SUBDIVISION CASE	LAND DEVELOPMENT	105.00

ENVIRONMENTAL SERVICES

27	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	ES: LEEDS WWTP	815.44
28	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	SHADES LINE MAINTENANCE	1492.26
29	0038709	TRANSLIFT DOCK & DOOR	COILING ALUMINUM SHUTTER	COMMISSION SUPPORT	4329.75

HEALTH AND HUMAN SERVICES

30	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	JEFF REHAB: PATIENT ACTIVITY	353.76
31	0016348	STATE OF ALA DEPT OF HEALTH	LICENSURE RENEWAL FEE	CGH: LABORATORY	450.00
32	0017885	CLIA LABORATORY PROGRAM	LICENSURE ACCREDITATION FEE	CGH: ADMINISTRATION	6390.00
33	0030207	JEFFERSON REHAB & HEALTH	FINAL DIST ROOM BOARD	JEFFERSON REHAB	515.97
34	0032837	AFFINITY MARKETING	EXHIBITOR AGREEMENT	JEFFERSON REHAB	500.00
35	0034856	ANGELEAN BIBB	LIABILITY INSURANCE REIMBURSEMENT	CGH: ADMINISTRATION	98.00
36	0037562	INFECTIOUS DISEASES	MEMBERSHIP SHIRIN BANU	CGH: ADMINISTRATION	225.00
37	0038713	SHARON JACKSON	REFUND OVERPAYMENT	JEFFERSON REHAB	20.90

FINANCE AND GENERAL SERVICES

38	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	GEN SVCS: ADMINISTRATION	621.12
39	0011499	GIATTINA FISHER AYCOCK	REIMBURSABLE EXPENSES	GEN SVCS: ADMINISTRATION	6605.91
40	0011499	GIATTINA FISHER AYCOCK	REIMBURSABLE EXPENSES	GEN SVCS: ADMINISTRATION	493.27
41	0011499	GIATTINA FISHER AYCOCK	ARCHITECTURAL SERVICES	GEN SVCS: ADMINISTRATION	8208.50
42	0011713	ALLEN RAMSEY	COLLECTION TRUST FEES ACCT	FINANCE ADMINISTRATION	15687.00
43	0014204	PAULA MITCHELL	TUITION REIMBURSEMENT	REVENUE	429.00
44	0014254	RICHARD FITTS	INSURANCE REFUND	HUMAN RESOURCES	37.64
45	0015420	PEGGY HORN	LIABILITY INSURANCE REIMBURSEMENT	HUMAN RESOURCES	98.00
46	0016840	GFOA OF ALABAMA	MEMBERSHIPS DUES	FINANCE ADMINISTRATION	225.00
47	0031853	UNITED STATES TREASURY	REBATE 1997D SEWER WARRANTS	FINANCE ADMINISTRATION	595094.75
48	0037731	CHARLIESTEAN LEWIS	TUITION REIMBURSEMENT	REVENUE	480.00

INFORMATION TECHNOLOGY

49	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	INFORMATION TECHNOLOGY	35.75
50	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	INFORMATION TECHNOLOGY	89.98

PERSONNEL BOARD

51	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	PER BD: ADMINISTRATION	20.00
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Motion was made by Commissioner Langford seconded by Commissioner Smoot that the Unusual Demands be approved. Voting "Aye"

Langford, Smoot, Carns, Collins and Humphries.

REQUEST FOR CERTIFICATION

Probate Court

Sr. Court Clerk - 3 positions

Department of Revenue - Birmingham

Business Manager

Community Development

Office Assistant

Accounting Assistant I

Community Resource Representative

General Services - Elections

Asst. Chief of Elections - Provisional & Regular

General Services - Jail

Laborer I

Inspection Services

Plumbing, Gas & Mechanical Inspector

Roads & Transportation - Hwy. Maintenance - Bessemer

Truck Driver - 4 positions

Cooper Green Mercy Hospital - Medical/Surgical

Licensed Practical Nurse

Baylor LPN

Cooper Green Mercy Hospital - Emergency Room

Licensed Practical Nurse

Cooper Green Mercy Hospital - Laboratory

PCT

Cooper Green Mercy Hospital - Radiology

Patient Care Technician

Cooper Green Mercy Hospital - Community Care - Clinic #4

LPN

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. Community Development - Fund 17, 21 & 62 \$1,350,293.47

Delete rollover budgets for completed projects and excess rollover budgets. No Additional Funds Required.

2. Cooper Green Mercy Hospital \$200,000

Shift funds from Cooper Green Mercy Hospital Fund 31 to Capital Fund 21 for Pharmacy ISO Room. No Additional Funds Required.

3. Community Development \$0

Delete an Accounting Assistant II (Gr. 16) & an Administrative Analyst (Gr.21) and add an Accounting Assistant I (Gr. 13) and a Community Resource Representative (Gr. 20). Annual savings \$6,777.36. No Additional Funds Required.

4. Sewer Billing \$8,000

Shift funds to cover cost of Administrative Intern. No Additional Funds Required.

5. Human Resources \$165,400

Shift funds from Capital Fund (21) to the General Fund (01) and add purchasing memorandum to purchase training room furniture and equipment.

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

May-29-2007-664

Be It Resolved by the Jefferson County Commission that the Commission President is authorized to sign a Contract Agreement

between the Jefferson County Commission and ADECA to increase the WIA Needs Based payments by \$5,000 and to increase administration by \$1,500. The increase in funds from ADECA is necessary because of the increase in participants during the summer term eligible for needs based payments during this program year. No additional county funds are needed.

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

May-29-2007-665

Be It Resolved by the Jefferson County Commission that the Commission President is authorized to sign a HIB Grant Agreement in the amount of \$5,000 from the State of Alabama. This grant is provided to pay our WIA staff to provide assistance to participants enrolled into the High Growth, High Demand Job Training Program. No additional county funds are needed.

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

May-29-2007-666

Be It Resolved by the Jefferson County Commission that the Commission President is authorized to sign a Contract Agreement for Modification # 2 to the existing Agreement with Diverse Community Network, Inc. This Modification extends the contract date till June 30, 2007 for the Hospital Careers Initiative Program. No additional county funds are needed.

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

May-29-2007-667

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Contract Modification (Summary Change Order) in the amount of \$16,009.13 with Advance Tank and Construction Company, Inc. for construction of the Pump Station Upgrades at 3rd Place & 1st Avenue Pump Station and 3rd Place & 2nd Avenue Pump Station in Graysville, and Kmart Pump Station in Gardendale. This Summary Change order decreases the contract amount to \$573,210.87.

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

May-29-2007-668

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute an agreement between Jefferson County, Alabama and the Alabama Department of Transportation for a permit agreement for the accommodation of utility facilities on public right-of-way for the construction of a 4-inch gravity main sewer in U.S. Highway 31 in the City of Vestavia

Hills.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement between Jefferson County, Alabama and Charles Hartley - Owner, Charles Hartley for the construction of a sanitary sewer in the right-of-way of U.S. Highway 31 in the City of Vestavia Hills, at no cost to the County.

ALABAMA DEPARTMENT OF TRANSPORTATION
Permit Agreement for the Accommodation of Utility
Facilities on Public Right-of-Way

Project Number: _____

Permit No. _____

P.E. _____

R.O.W. _____

Utilities _____

Construction _____

Maintenance Section _____

Location of Accommodation: Milepost 268 to 269

THIS AGREEMENT is entered into this the _____ day of _____, 20_____, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the STATE and _____ a Utility hereinafter referred to as the APPLICANT.

W I T N E S S E T H

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in Jefferson County, Alabama, said project or maintenance section being designated as _____, and consisting approximately of the following: approximately 10 linear feet of 4 inch diameter, Class C-900 sanitary sewer pipe in U.S. Highway 31 ROW in the City of Vestavia Hills; and

WHEREAS, the State hereby grants to the APPLICANT approval to cross or locate its facilities on the public right-of-way at the location and in the manner hereinafter set forth:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities on public right-of-way in accordance with plans and specifications of the APPLICANT as approved by the STATE which plans and specifications are hereby made a part hereof by reference.

2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in the Department of Transportation and is hereby a part hereof by reference.

3. The national Manual on Uniform Traffic Control Devices, latest edition, is hereby made a part hereof by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in the Alabama Department of Transportation at the execution of this Agreement.

4. The Clean Water Act, 1987 and the Alabama Nonpoint Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto.

The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

5. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1 (a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.

6. The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of \$ 10,000 to guarantee the faithful performance of this permit contract in its entirety. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be applied to complete and fulfill the permit contract terms.

7. To the fullest extent permitted by law, the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the APPLICANT, anyone directly or indirectly employed by the APPLICANT or anyone for whose acts APPLICANT may be liable.

The term hold harmless includes the obligation of the APPLICANT to pay damages awarded against and legally recoverable from the State of Alabama, or the Alabama Department of Transportation, or its officers, agents, servants, and/or employees in both individual and official capacities whose acts or omissions that were the basis of the liability were performed within the course and scope

of their employment.

8. Reimbursement for future relocations of the APPLICANTS facilities will be in accordance with State law in effect at the time such relocations are made.

9. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities.

10. The STATE in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage caused to the facilities regardless of the cause.

11. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.

12. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

13. The installation of the facilities and related work covered by this Agreement shall be completed within one year from the date shown on this Agreement, otherwise this Agreement becomes null and void. Once work is begun the APPLICANT shall pursue the work continuously and diligently until completion.

14. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway and all right-of-way in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the Alabama Department of Transportation for a period of one year from acceptance by the Department of the completion of work applied for by APPLICANT.

15. The APPLICANT must provide a copy of the Notice of Registration (NOR) Received issued by ADEM upon receipt of the applicant s Notice of Registration. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOR is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

16. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA of failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMP s into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

17. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is SANITARY SEWERS.

APPLICANT further stipulates that should this specific use change at any time in the future that the APPLICANT will notify the STATE immediately of the change.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, to be effective on the day and year first above stated.

Jefferson County

Commission
Environmental Services Department
Bettye Fine Collins

WITNESS:

RECOMMENDED FOR APPROVAL:

District Manager & Date

Division Engineer & Date

Alabama DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

By: _____
Maintenance Engineer / Division Engineer

AGREEMENT

This Agreement entered into this _____ day of _____, 20__ by and between Jefferson County, Alabama (hereinafter referred to as Jefferson County) and Charles Hartley (hereinafter referred to as Owner).

WITNESSETH

WHEREAS, Owner proposes to install certain sanitary sewer facilities crossing perpendicular to U.S. Highway 31 near the intersection with Canyon Road; and

WHEREAS, the State will not authorize Owner to perform such installation but will authorize Jefferson County to install the same; and

WHEREAS, Owner has requested Jefferson County to enter into an Agreement with the State providing for Jefferson County to perform such installation upon the stipulation, that the Owner would actually perform such installation and would indemnify and hold harmless Jefferson County with respect to Owner s performance thereof.

IN CONSIDERATION OF the premises, the parties agree as follows:

1. Jefferson County shall enter into an Agreement with the State (ALDOT Agreement) providing for installation of a 4 inch gravity main sewer connecting to an existing Jefferson County sanitary sewer crossing perpendicular to U.S. Highway 31 near the intersection with Canyon Road, which drains to the Cahaba River sewer system, copy of the ALDOT Agreement is attached hereto as Exhibit A to this Agreement.
2. Owner hereby acknowledges the satisfactory performance by Jefferson County of Paragraph 1 above. Owner shall do and perform each requirement imposed upon the Jefferson County Commission by the ALDOT Agreement (Exhibit A). Further, Owner hereby agrees to indemnify and hold harmless and defend the Jefferson County Commission, Jefferson County, Alabama, its elected officials and employees from and against any claims, suits, cost, expenses including attorneys fees, loss or damage in any way arising out of the performance or failure of performance of the ALDOT Agreement (Exhibit A) and this Agreement.
3. Owner and Jefferson County agree that this Agreement shall be automatically amended to include any amendment made to the ALDOT Agreement (Exhibit A).
4. The term of this Agreement shall continue so long as any obligation of any nature whatsoever of Jefferson County exists by reason of the ALDOT Agreement (Exhibit A).
5. In the event that the State of Alabama through the State DOT requires the County to maintain, repair or otherwise service any 4 or 6 inch service line installed within State road right of way, the owner agrees to reimburse the County for the cost of any such work performed for the benefit of said owner.

IN WITNESS WHEREOF, the parties here to have executed this Agreement by their duly authorized officers this _____ day of _____, 20__.

Charles Hartley

By: _____

Charles Hartley - Owner

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

May-29-2007-669

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the Finance Director is hereby authorized and directed to transfer \$200,000.00 from Cooper Green Mercy Hospital (Fund 31) to the Capital Fund 21 for Pharmacy ISO Room.

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

May-29-2007-670

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the Finance Director is hereby authorized and directed to transfer \$165,400 to General Fund (01) from the Capital Projects (Fund 21) to purchase training room furniture and equipment.

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

May-29-2007-671

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the resolution of the Jefferson County Commission of

May 10, 2007, M.B. 153, P. 428, is hereby amended by deleting "the President" and substituting "the Finance Director of Jefferson County, Alabama" as the official authorized to execute the Internal Revenue Service Form 8038-T for Arbitrage Rebate.

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

May-29-2007-672

THE JEFFERSON COUNTY COMMISSION RESOLVES to authorize the President to execute a contract amendment with Trinity Advisors, LLC to extend the contract through September 30, 2008 in an amount not to exceed \$360,000.

AMENDMENT

THIS AMENDMENT dated as below amends the CONTRACT FOR CONSULTING SERVICES between Jefferson County and Trinity Advisors, LLC, effective upon execution hereof, as follows:

Paragraph 3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK is amended to in order to extend the contract term from its ending date of September 30, 2007 to September 30, 2008 and to add the maximum amount of \$360,000. The actual compensation shall be based upon actual hours worked at the rates reflected on the attached exhibit for services performed in accordance with this contract and amendment.

IN WITNESS WHEREOF the parties have caused this AMENDMENT to be executed by their duly authorized representatives on the dates reflected below.

WITNESS:	JEFFERSON COUNTY, ALABAMA
By:	Bettye Fine Collins, President
	Jefferson County Commission
	CONTRACTOR
By:	James L. Williams, Chief Financial Officer
	Trinity Advisors, LLC

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

May-29-2007-673

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Golden and Associates Construction for the project called Jefferson County Criminal Courts District Attorney and Parking Lot Renovations, General Services Project Number 51207. This project renovates an area in the District Attorney's Office and Criminal Justice Center and reconfigures the entrance to the 7th Avenue Parking Lot in the amount of \$176,500 (\$92,500 from District Attorney funds).

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

May-29-2007-674

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and BI Incorporated to provide electronic equipment and tech support for Jefferson County Family Court's 24/7 Electronic Monitoring Program in an amount not to exceed \$214,620.

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

May-29-2007-675

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: May 22, 2007
Purpose: Payment for acquired right-of-way: 0.07 acres (more or less)
Tract No. 12 - Heflin Avenue - TOPICS Phase VII Project No.: STPBH-9802(75)
Agent: Jim Miller
Price: \$1,180.00
Pay to the order of: Kenneth and Kathy James
Mailing Address: 3027 Woodruff Mill Road
Adamsville, AL 35005
Fund #22-0000-52503-0000-70047-000
Check Delivery Code 5000

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

May-29-2007-676

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Easement Agreement between Jefferson County, Alabama and BellSouth Telecommunications, Inc. for an easement on County-owned property in front of the pump station on Atkins-Trim Blvd across from Burtleaf Lane (Lot 45, Block 1, Pinewood Subdivision - described below).

BELLSOUTH EQUIPMENT EASEMENT
LOT 45, BLOCK 1, OF PINWOOD
MAP BOOK 19 PAGE 4
SECTION 22, TOWNSHIP 19 SOUTH, RANGE 3 WEST
JEFFERSON COUNTY, ALABAMA

A proposed 8 feet by 20 feet BellSouth equipment easement lying within Lot 45, Block 1 of Pinewood as recorded in Map Book 19 Page 4 in the office of the Judge of Probate, Jefferson County, Alabama, (Bessemer Division), said easement being more particularly described as follows:

For a POINT OF BEGINNING, Begin at an iron pin found at the Northeast corner of Lot 45, Block 1 of Pinewood as recorded in Map Book 19 Page 4 in the office of the Judge of Probate, Jefferson County, Alabama, (Bessemer Division); thence along the Northeasterly boundary of said Lot 45, proceed Southeasterly for 20.00 feet to an iron pin previously set; thence, leaving said Northeasterly boundary of said Lot 45, turn a deflection angle right of 89°59'08" and proceed Southwesterly for 8.00 feet to a iron pin set; thence turn a deflection angle right of 90°00'52" and proceed Northwesterly for 20.00 feet to an iron pin set on the Southeasterly right of way margin of Atkins-Trim Boulevard; thence turn a deflection angle right of 89°59'08" and proceed Northeasterly along the North boundary of said Lot 45 and along said Southeasterly right of way margin of Atkins-Trim Boulevard for 8.00 feet to the POINT OF BEGINNING.

Said easement having an area of 160.0 square feet more or less.

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

May-29-2007-677

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

WHEREAS, the County Fleet Manager has determined that unit A968601 be retired due to condition of the unit.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that retired unit B991501 be placed back into service replacing the above referenced unit for use by the Tax Assessor Bessemer Division.

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

May-29-2007-678

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the ALABAMA VETERANS' MEMORIAL TRANSPORTATION ENHANCEMENT project; such bid having been opened on Tuesday, May 15, 2007, and listed as follows:

<u>Contractor</u>	<u>Bid Amount</u>
1. Veterans Landscaping Co., Inc	\$58,830.75
2. Blackjack Horticulture, Inc .	\$99,500.11

WHEREAS, after tabulation and consideration by the Roads and Transportation Department, it has been recommended the contract for the ALABAMA VETERANS' MEMORIAL TRANSPORTATION ENHANCEMENT project be awarded to Veterans Landscaping Co., Inc. in the amount of \$58,830.75.

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

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

May-29-2007-679

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to close to temporarily close Eastern Valley Road between McAshan Road and McAdory School Road in order to remove a large rock box culvert and replace it with a reinforced concrete culvert beginning on Monday June 11 and to be complete and the road reopened by Friday June 22.

A detour route will be established and maintained in accordance with the Federal Manual on Uniform Traffic Control Devices while the road is closed.

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

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

May-29-2007-680

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

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

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

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

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

Z-2006-084 Stephen Lauderdale, owner. Change of zoning on Parcel ID# 6-19-0-0-47 in Section 19 Twp 15 Range 4 West from C-P (Preferred Commercial) with covenants to R-1 (Single Family) for compliance for a single family residence. (Site Only: 7070 Bankhead Highway, Dora, AL 35062) (WEST SAYRE) (0.9 Acres M/L)

Rezoned to A-1 (Agriculture) in lieu of the requested R-1 classification.

RESTRICTIVE COVENANT: No mobile homes shall be permitted on the property.

Motion was made by Commissioner Langford seconded by Commissioner Carns that Z-06-084 be approved. Voting "Aye" Langford, Carns, Collins, Humphryes and Smoot.

COOPER GREEN MERCY HOSPITAL GOVERNING BODY

May-29-2007-681

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

Location:	Equipment:	Model Number:	Serial Number:	Hospital Asset:
Data Processing	Desk Jet color printer 895CXI	3872H157	MX9151T2BS	

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

May-29-2007-682

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

MAY, 2007

Internal Medicine - Rick Player, MD, Chair

<u>Name</u>	<u>Title</u>	<u>Specialty</u>
Sarah Hughey	MD	Dermatology
Christine Heckemeyer	MD	Internal Medicine
Gordon Kirschberg	MD	Neurology
Ivan Maya	MD	Nephrology
Sharon Spencer	MD	Radiation/Oncology

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

Jon Davin Miller	MD	Pediatrics
Lynda Vest	CRNP	Pediatrics
Lara McKee	MD	Pediatrics

MAY, 2007 MEDICAL STAFF APPLICATIONS

Internal Medicine - Rick Player, MD, Chair

<u>Name</u>	<u>Speciality</u>
Elizabeth Turnipseed, MD	Internal Medicine
Mukesh Patel, MD	Internal Medicine
Sarah Boyce, MD	Dermatology
Marian Northington, MD	Dermatology
Robert Record, MD	Int Med (FP)
Jeremy Allen, MD	Int Med (FP)
James Byrd, MD	Int Med (ER)

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

Rune Toms, MD	OB/Gyn
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Surgery - Carol Leitner, MD, Chair

Venkata Erella, MD	Plastic Surgery
Matthew Sapp, MD	Ophthalmology

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

May-29-2007-683

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Hospital and the Alabama Department of Public Health for CGMH to provide healthcare services for recalcitrant tuberculosis patients who are placed by order of the court beginning October 1, 2007 and ending September 30, 2008. This is a revenue agreement and the maximum amount payable under this agreement shall not exceed \$79,200.

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

May-29-2007-684

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Non-Disclosure and Data License Agreement between Jefferson County and _____ authorizing the use of Geographical Information Systems digital products and services in accordance with the approved County GIS fee schedule.

Corridor X Environs

Callison Engineering*

Watch Systems*

Coby L. Lake

Plott & Company*

Gina Trent*

JEFFERSON COUNTY GEOGRAPHIC INFORMATION SYSTEMS

NON-DISCLOSURE AND DATA LICENSE AGREEMENT

IN CONSIDERATION of the payment by LICENSEE of the applicable fees in accordance with the Jefferson County Geographic Information Systems fee schedule, Jefferson County hereby licenses and lets unto the following LICENSEE the use, for its own purposes and no other, of selected digital data elements as described below.

This LICENSE is subject to the following conditions and provisions:

A) The LICENSE hereby granted is for the use of the LICENSEE for its internal purposes only and may not be assigned, granted, sold, transferred, or in any other way made available to any other individual, firm, company, corporation or government or governmental agency without the specific written consent of Jefferson County.

B) The digital data elements licensed hereby are without any warranty whatsoever, express or implied, or for any particular purpose whatsoever and are accepted by LICENSEE "as is."

C) The term of this LICENSE shall be indefinite. Provided however, LICENSOR may terminate this LICENSE for breach of any of its conditions or provisions by delivery to LICENSEE of a written notice of termination. Upon such termination LICENSEE shall immediately return to LICENSOR all elements and items licensed hereby and all copies thereof. LICENSEE shall not be entitled to any refund of fees. LICENSEE shall be liable to LICENSOR for all damages resulting to or incurred by LICENSOR from the breach hereof.

GIS DIGITAL PRODUCTS AND SERVICES LICENSED HEREBY:

- * GIS Data and Services
- Data and Services

Executed on the dates reflected below by the duly authorized representatives of the parties hereto.

JEFFERSON COUNTY, ALABAMA

CONTRACTEE

Larry P. Langford, President

Jefferson County Commission

Shelia Smoot, Commissioner

Technology and Land Development

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

May-29-2007-685

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Non-Disclosure and Data License Agreement for Access to Information between Jefferson County and Eddie Culpepper.

NON-DISCLOSURE AND DATA LICENSE AGREEMENT

FOR

ACCESS TO INFORMATION

SECTION I. PARTIES AND PURPOSE

This Non-Disclosure and Data License Agreement for Access to Information (this "Agreement") is entered into effective as of the ____ day of . (the "Effective Date"), by and between Eddie Culpepper (the "Subscriber") and the County of Jefferson, Alabama (the "County").

WHEREAS, the County maintains automated records to facilitate assessments, collections, distributions and recordings in the performance of its duties; and

WHEREAS, the County desires to make specific information maintained on its central computer system available to private entities for internal use; and

WHEREAS, access to public information contained in the automated systems will assist the Subscriber in normal daily business operations.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

SECTION II. STATEMENT OF TERMS AND CONSIDERATIONS

1. THE COUNTY

(a) The County shall provide access to data records maintained on the County's central computer system. Access to specific data shall be granted with the prior written approval of the responsible elected official or department head. This written approval shall be presented to the Chief Information Officer of Information Technology.

(b) This access shall be provided via the Internet. The County shall be responsible for specifications of hardware and software necessary to access the County's system through the Internet.

(c) The County may withhold any information that is deemed to be personal or classified in nature.

(d) The County shall make best effort to provide access to this information during normal business hours (Monday through Friday from 8:00 a.m. to 5:00 p.m.). Exception to this rule may be made by prior written request and approval of Information Technology.

(e) The County will maintain a list of Subscriber employees who will be provided access to the subject information. A unique number will be assigned to each individual. The County's security procedures will insure that each Subscriber employee attempting to sign onto the system has been authorized access by comparing each attempted sign on with the Subscriber employee list.

(f) The County will impose reasonable charges to offset the utilization of the County's central computer system and to cover administrative work of Information Technology personnel. The County will invoice the Subscriber as specified by the County. Payment of this invoice will be mandatory to keep Subscriber's account active.

2. THE SUBSCRIBER

(a) The Subscriber shall be responsible for establishing an account with an Internet Service Provider (ISP) and maintaining this account in good standing.

(b) The Subscriber shall be responsible for the installation and maintenance of communications and terminal hardware and software at the Subscriber's site.

(c) The Subscriber will provide the County a list of Subscriber's employees who will be authorized access to the subject information. Each employee will be required to sign onto the system to determine the security authorization. The Subscriber will be responsible for the maintenance and confidentiality of each Subscriber employee's password. The Subscriber shall inform the County immediately upon termination of any employee with access rights to the County's system. Additions, modifications and deletions to the Subscriber employee list should be submitted in writing to the County's Information Technology Department as soon as information is known by the Subscriber. Requests for changes should be submitted in writing to the attention of the Chief Information Officer of Information Technology.

(d) The Subscriber shall pay a service fee for utilization of the County's central computer system and administration. The County will bill the Subscriber by the month for administrative fees and connect time. The County will bill Subscriber by month for fees which will include administration fees and connect time. The rate is \$60.97 per month plus \$0.201 per minute of connect time as monitored by the County. This rate and method of billing may change as deemed necessary by the decision of the Jefferson County Commission. In the event of a change, thirty days prior written notice shall be given to the Subscriber.

(e) For any additional computing services (i.e., fax return of scanned documents to Subscriber's office), the County will submit additional billing at a rate of \$1.00 per document. Payment of this billing will also be mandatory to keep Subscriber's account active with the County. This rate may change as deemed necessary by decision of the Jefferson County Commission. In the event of a change, thirty days prior written notice shall be given to the Subscriber.

(f) To insure an equitable distribution of County computing resources, and to assist with the management of these resources, all inquiries shall be submitted individually by users at Subscriber's office. That is, no computer program shall be initiated which programmatically generates repeat inquiries. Inquiries shall be submitted by users in a one-in-one-out manner. That is, the user shall wait for a response from the first inquiry before initiating the second inquiry.

SECTION III. LICENSE AGREEMENT

The Subscriber is hereby granted license to use this information for its internal purpose only and said license may not be assigned, granted, sold, transferred or in any other way made available to any other individual, firm, company, corporation, organization, government or governmental agency without the specific written consent of Jefferson County. The term of this License shall be indefinite. This license is terminable at will by either party to this Agreement upon presentation of written notice thirty (30) days prior to the desired termination date.

The data elements licensed hereby are without any warranty whatsoever, expressed or implied or for any particular purpose whatsoever, and are accepted by the Subscriber "as is." The data elements are subject to change at any time during any day.

The County is to be held harmless as to the use, interpretation and timely presentation of the data.

The County and Subscriber hereby acknowledge this Agreement to be nonexclusive. The County and the Subscriber reserve the right to enter into similar agreements with other parties.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson Count Commission

Shelia Smoot

Technology and Environmental Protection

Jefferson County Commission

CONTRACTEE

Eddie Culpepper

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

May-29-2007-686

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an a Cooperative Agreement between Jefferson County, Alabama and St. Clair County for the sharing of Geographic Information System (GIS) information data and associated technology.

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

May-29-2007-687

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the official bond(s) of the following in the sum of \$2,000 each and that RLI Insurance Company, be and the same hereby is properly approved and that the President of this Commission be, and hereby is authorized, directed and empowered to note the approval of the County Commission of Jefferson County, Alabama upon said bonds.

John D. Burton

Timothy Craig, III

Steven C. Fisher

James I. Kennedy

Robert Jeremy Milwood

Herman Webb

Mary L. Winston

There are seven bonds for Deputy Sheriff (for Commission approval only)

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

May-29-2007-688

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to sign the Release in consideration of payment of \$20,000 to the County Treasurer for damages caused by John Hampton to a Sheriff's Department vehicle on April 2, 2007. The County Attorney is authorized to deliver the executed Release to ALFA Insurance upon receipt of payment to the County Treasurer.

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

May-29-2007-689

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Habitat for Humanity of Greater Birmingham (hereinafter called the "Contractee").

WITNESSETH:

WHEREAS, the County recognizes civic and community agencies as valuable economic development resources of the County; and

WHEREAS, the County recognizes that it is in the public interest to have affordable housing for low income families; and

WHEREAS, the Contractee will assist in the economic development of the County through the revitalization of living conditions for low income families in Jefferson County.

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, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$46,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide affordable housing to low-income families in Jefferson County. The house is to built by the members of the Jefferson County Employees Association.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.
7. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission
Habitat for Humanity of Greater Birmingham

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

May-29-2007-690

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

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

W I T N E S S E T H:

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

WHEREAS, the County recognizes civic organizations aimed at promoting educational and leadership opportunities to the citizens of Jefferson County, as resources of the County; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$25,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Conduct the 2007 Emerging Leaders Conference in Birmingham, Alabama on June 15-16, 2007 for the purpose of providing over 200 citizens between the ages of 18 - 40 with the necessary tools, techniques and tactics to become effective leaders.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.
7. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this Agreement to be executed by their

duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

Alabama Voter Education & Registration Alliance

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

May-29-2007-691

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and T.R. McCoy, Inc. (hereinafter called the "Contractee").

W I T N E S S E T H:

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

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

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$25,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Conduct the Teaching, Recreation and Mentoring Initiative through the "Moving Youth from Risk to Opportunity" program which will provide summer enrichment program (June 4 - July 13, 2007), supervised by certified school personnel, which will enhance the skills of students in the Birmingham School system in reading mathematics and character development and the "Kids Arts Extravaganza" Summer Enrichment program (the month of June) which will introduce to children ages 7 -14 the many aspects of theater through dance, music and set design classes which help to develop a child's thinking skills, team spirit and build self confidence.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.
7. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or

obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

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

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

T.R. McCoy, Inc.

Ronald D. Mitchell, Executive Director

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

May-29-2007-692

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Alabama Roadrunners Basketball Association, Inc. (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County recognizes that athletic, recreational and education opportunities are valuable resources of the County; and

WHEREAS, the County recognizes that quality athletic organizations constitute a resource of the County that generates social and healthful activity and improves and enhances the quality of life in Jefferson County and serve as good will ambassadors from Jefferson County in other cities and states; 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, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$10,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide uniforms, practice facilities, tournament fees and travel expenses for the girls (ages 10-18) basketball program and provide academic activities during the off season to girls ages 15 through 18. These serves include; preparing and tutoring junior and senior high school girls for the Exit, ACT and SAT exams by providing self student books, cassettes and CDs and with face-to-face tutoring three days a week and one Saturday each month; providing financial assistance with ACT/SAT exam fees for students in financial nee; assisting with core curriculum academic courses through an after-school tutoring program; and apprising student athletes as to what to expect from college athletic recruiters.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.

5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.

6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or

described in the Scope Of Work of this agreement.

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Alabama Roadrunners Basketball Association, Inc.

Patrick Cooper

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

May-29-2007-693

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

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

W I T N E S S E T H:

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

WHEREAS, the County recognizes that organizations providing programs for handicapped, including sight impaired citizens and promoting healthful lifestyles and activities for its handicapped citizens as resources of the County; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$3,500 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide art supplies to the Special Needs Department of the schools in Jefferson County that participated in the holiday art contest sponsored by the Eastern Health System, Inc. - Liz Moore Low Vision Center.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.

5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.

6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Eastern Health Foundation

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

May-29-2007-694

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

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

W I T N E S S E T H:

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

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

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$3,500 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide funds for the state champions, the Vestavia Hills High School We the People team, to compete in the national *We the People: The Citizen and the Constitutional National Finals* in Washington, D.C., scheduled for April 27-30, 2007.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.

5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash

receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.

6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Vestavia Hills Board of Education

Dr. Jamie Blair, Superintendent

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

May-29-2007-695

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and City of Birmingham - Park & Recreation Board (hereinafter called the "Contractee").

W I T N E S S E T H:

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

WHEREAS, the County recognizes that quality programs for our senior citizens generate substantial social and healthful activity and improve and enhances the quality of life in Jefferson County; and

WHEREAS, the County Commission has determined that it is in the public interest that the annual Senior Citizens Fall Festival be held this year.

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, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$500 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Conduct the annual Senior Citizen Fall Festival - Mardi Gras in October on October 24, 2007 at the Fair Park Arena.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2007 whichever shall first occur.

5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.

6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope Of Work of this agreement.

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

City of Birmingham - Park & Recreation Board

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

May-29-20067-696

"Nothing ever comes to one that is worth having, except as a result of hard work" - Booker T. Washington

WHEREAS, Jamie Michelle Brooks will complete her work at Jess Lanier High School on May 24, 2007; and

WHEREAS, Jamie Michelle Brooks has received PERFECT ATTENDANCE for each and every year of her scholastic career; and

WHEREAS, Jamie Michelle Brooks was named the most valuable player on the 2006-2007 Lady Purple Tigers of Jess Lanier High; and

WHEREAS, Jamie Michelle Brooks was named the most valuable player in the Alabama Track and Field Sectionals held in Smith Station, receiving 38 of a possible 40 points in said meet; and

WHEREAS, Jamie Michelle Brooks placed 1st and received the coveted gold medal in the 400 meters, placed 2nd and received the silver medal for the 100 meters, placed 3rd in the shot put, and placed 4th in the 200 meters at the State Track and Field events held at Gulf Shores; and

WHEREAS, Jamie Michelle Brooks is a member of the National Honor Society and a member of the Beta Club with a grade point average of 3.9 at Jess Lanier High School; and

WHEREAS, Jamie Michelle Brooks is the Seventeen year old daughter of proud parents, Eugene and Belinda Brooks; and

WHEREAS, Jamie Michelle Brooks is an active member of the Mount Olive Baptist Church in Wenonah; and

WHEREAS, Jamie Michelle Brooks plans to further her education at Alabama State University majoring in Accounting, then pursuing her Masters Degree; and

WHEREAS, Jamie Michelle Brooks has exemplified a strong character through, self-respect, academic AND athletic

achievement, community service, and high personal aspirations.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION OF THE STATE OF ALABAMA that a copy of this resolution be presented to Ms. Jamie Michelle Brooks on May 24, 2007 as our recognition of being an exceptional student/athlete.

Signed by the Jefferson County Commission on the 24th day of May 2007.

Bettye Fine Collins, President
Jim Carns, Commissioner
Bobby Humphryes, Commissioner
Larry P. Langford, Commissioner
Shelia Smoot, Commissioner

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

May-29-2007-697

"And if I go and prepare a place for you, I will come back and take you to be with me that you also may be where I am." (John 14:3)

WHEREAS, We are sustained in the belief that we are pilgrims passing through this earth to another shore where loved ones await our arrival; and

WHEREAS, Simmie Roy Lavender, Sr. graced this earth with his presence on November 22, 1918 and ascended into Heaven on May 19, 2007; and

WHEREAS, Simmie Roy Lavender, Sr. was the youngest of four children born to the late Wiley and Daisy Lavender; and

WHEREAS, Simmie Roy Lavender, Sr. confessed Christ at any early age and was a dedicated member of First Baptist Church of Powderly where he served as a Sunday School Teacher, Deacon and as a Trustee; and

WHEREAS Simmie Roy Lavender, Sr. and Mildred Morris were married for sixty-four years and were blessed to have three sons, Simmie, Jr., Gary and Timothy and three daughters, Valencia, Edith and Bridget; and

WHEREAS, Simmie Roy Lavender, Sr. received the American Campaign Medal and the World War II Victory Medal while serving in Fort Benning, GA; and

WHEREAS, Simmie Roy Lavender, Sr. worked faithfully at U.S. Steel for forty-three years and led a discrimination lawsuit against the company which resulted in policy changes; and

WHEREAS, Simmie Roy Lavender, Sr. was an inspiration to his family and community. He served as Constable for District 53, President of the Citizen Coalition and Neighborhood President; and

WHEREAS, The Lord has given the promise of resurrection when He said: I am the resurrection, and the life: he that believeth in me, though he was dead, yet shall he live; and whosoever liveth and believeth in me shall never die ; and

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION OF THE STATE OF ALABAMA that a copy of this resolution be presented to the family as a testimony of our care and concern during this time of bereavement;

Signed at the Jefferson County Courthouse in Birmingham, Alabama the 24th day of May, Two Thousand and Seven.

Bettye Fine Collins, President
Bobby Humphryes, Commissioner
Larry P. Langford, Commissioner
Shelia Smoot, Commissioner
Jim Carns, Commissioner

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

May-29-2007-698

Resolution Honoring the Life of
Mrs. Annie Lee Foster Ray

"Who can find a virtuous woman? For her price is far above rubies?" (Proverbs 31:10)

WHEREAS: It is the policy of the Jefferson County Commission to honor the beloved memory of those citizens of Jefferson County who have passed this world; and

WHEREAS: Sorrowfully the Jefferson County Commission commemorate the life and legacy of Mrs. Annie Lee Foster Ray, mother of State Senator of the State of Alabama Honorable Linda F. Coleman, has passed through the shadow of death; and

WHEREAS: Mrs. Ray's strength originated with her faith in God, her love for her family, church and the selfless care for others that encouraged her to volunteer with the American Red Cross and Greater New Antioch Missionary Baptist Church Day Care; and

WHEREAS: Mrs. Ray's greatest joy was spending time with her children and grandchildren; and

WHEREAS: No one, whose privilege it was to know Mrs. Ray is likely to forget the candor of her speech and the warm and glowing brightness of her friendship; and

WHEREAS: Mrs. Ray's life was the epitome of strong courage, faith, compassion, understanding, trust, and integrity; and

WHEREAS: The Lord has written the promise of resurrection when He said: "I am the resurrection, and the life: he that believeth in me, though he was dead, yet shall he live, and whosoever liveth and believeth in me shall never die."

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION OF THE STATE OF ALABAMA that a copy of this resolution is presented to the family as a testimony of our care and love during this time of bereavement.

SIGNED at the Jefferson County Courthouse in Birmingham, Alabama this the 31st day of May, Two Thousand and Seven.

Bettye Fine Collins, President

Bobby Humphries, Commissioner

Larry P. Langford, Commissioner

Shelia Smoot, Commissioner

Jim Carns, Commissioner

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

The checks issued during the week beginning May 21, 2007 and ending May 25, 2007, are as follows:

BEGINNING CHECK NUMBER	392420	ENDING CHECK NUMBER	393980
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Thereupon the Commission Meeting was adjourned to meet Tuesday, June 5, 2007, at 10:00 a.m in Commission Chambers.

President

ATTEST

Minute Clerk