

STATE OF ALABAMA)

JEFFERSON COUNTY) August 7, 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 Humphryes that the Minutes of July 31, 2007, be approved. Voting "Aye" Langford, Humphryes, Carns, Collins and Smoot.

Aug-7-2007-963

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

Whereas, Coach John Lee Armstrong distinguished himself as coach in Alabama public schools for 52 years including Fairfield, Erwin, and Woodlawn High Schools and Samford University; and

Whereas, he was named Head Football Coach, Woodlawn High School (1965), and coached the West (1959) and East (1960) All-Star Baseball Teams, winning both prestigious games; and

Whereas, in 1976, Coach Armstrong won the Jefferson County Coach of the Year Award given to one who has demonstrated outstanding leadership, service and dedication to the coaching profession; and

Whereas, he was named Head Football Coach, Samford University in 1966 and earned more coaching wins (All-Time Record), in its storied history, second only to coaching legend Bobby Bowden (Head Football Coach, Florida State University), taking the Bulldogs his first season to their second bowl game, Huntsville Space Bowl, where his team upset favored Arkansas A & M; and

Whereas, Coach Armstrong has coached 52 years in Alabama public schools, 35 years at Samford University, coaching football (Head Coach 1966-1968), Track, Golf, and Cross-Country, retiring from Samford in 2006 as Assistant Professor of Exercise Science and Sports Medicine; and

Whereas, for his five decades of coaching excellence, life-time achievement, citizenship extraordinaire and superior leadership, he was inducted into the Woodlawn High School Hall of Fame, as one of its most outstanding and esteemed graduates; and

Whereas, his sterling character, exemplary life, devotion to his church and family, are inspiration to all Americans embodying the highest ideals of sportsmanship.

Now, therefore, be it resolved that the Jefferson County Commission does recognize the greatness of this fine --- and outstanding citizen.

Adopted by the Jefferson County Commission in Birmingham, Alabama, a copy of this resolution is spread upon the minutes of the Jefferson County Commission on this the 7th day of August, Two Thousand and Seven.

Bettye Fine Collins, President

Jim Carns, Commissioner

Bobby Humphryes, Commissioner

Larry P. Langford, Commissioner

Shelia Smoot, Commissioner

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

STAFF DEVELOPMENT

Multiple Staff Development

| | | | |
|---------------------------------------|----------------|---|------------|
| Roads & Transportation/2 Participants | | | |
| Brent Handley | | San Antonio, Texas | \$1,803.22 |
| Tracy Pate | | 2007 APWA International Public Works Congress & Expo September 8 - 13, 2007 | \$1,636.11 |
| Individual Staff Development | | | |
| Karen A. Wadlington | Commission | Orange Beach, Alabama ACCOA Annual Conference August 21 - 24, 2007 | \$718.41 |
| Edison S. Duke | Env Svs | Birmingham, Alabama Erosion Sediment Control & Stormwater Management August 24, 2007 | \$100.00 |
| Tommy A. Cleghorn | Env Svs | Gulfport, Mississippi PRC trip to Fiberstrong Pipe plant to complete application process August 5-6, 2007 | \$125.58 |
| Wesley Scott Moore | Revenue | Dallas & Plano, Texas Audit La Certe, Inc., & Hi Line Electric, Inc. September 1-8, 2007 | \$1,521.10 |
| Bruce Thompson | Revenue | Chesterbrook, Montgomery & Philadelphia, Pennsylvania Audit Anthropologie, Urban Outfitters, Amerisource Bergen Drug Corp. and Photomedex, Inc. August 11 - 26, 2007 | \$3,838.50 |
| David M. Lawrence | Sheriff's Dept | Tuscaloosa, Alabama | \$587.75 |

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

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

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

1. Roads & Transportation Right-of-Way from Capital Chevrolet, Montgomery, AL for one Chevrolet Impala, \$15,726.45 total. Ref. SAP Requisition # 1000005736/1 State of Alabama Contract # T-191
2. Commission Support from Ben Atkinson, Tallassee, AL for a Chevrolet Trailblazer, \$21,960.38 total. Ref. SAP Requisition # 1000005736/1 State of Alabama Contract # T-191
3. Fleet Management Motor Pool from Ben Atkinson, Tallassee, AL for one Dodge Charger Sedan, \$19,044.00 total. Ref. SAP Requisition # 1000005523/1 State of Alabama Contract # T-191
4. Sheriff's Department - Birmingham from Alabama Criminal Justice, Montgomery, AL to add funds to purchase order, \$16,000.00 total. Ref. PO# 2000001452
5. Jefferson County Sheriff's Office from McCain Uniforms, Birmingham, AL to add funds to P.O. from Account # 521550, \$10,000.00 total. Ref. Tag PO# 268720 Ref. Bid # 123-07

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

| Vendor Number | Vendor | Description | Department | Amount | |
|--|------------------------------|-----------------------------------|-----------------------------------|------------------------|---------|
| JOINT RESPONSIBILITY | | | | | |
| 01 | 1000076 | AUBURN UNIVERSITY | SUPPLEMENTAL FEE | TAX ASSESSOR | 25.00 |
| 02 | 1000193 | JEFFERSON COUNTY TREASURER | PETTY CASH | SHERIFF'S OFFICE | 179.14 |
| 03 | 1018400 | VINCENT SAMUEL | SETTLE OF JEFFCO V VINCENT SAMUEL | COUNTY ATTORNEY | 1600.00 |
| ROADS & TRANSPORTATION AND COMMUNITY DEVELOPMENT | | | | | |
| 04 | 1000164 | COBBS ALLEN & HALL | NOTARY BOND KATHERINE HARMON | ROADS & TRANSPORTATION | 63.00 |
| 05 | 1000164 | COBBS ALLEN & HALL | NOTARY BOND PAUL RICKY TURNER | ROADS & TRANSPORTATION | 73.00 |
| 06 | 1000193 | JEFFERSON COUNTY TREASURER | PETTY CASH | ROADS & TRANSPORTATION | 230.98 |
| 07 | 1000193 | JEFFERSON COUNTY TREASURER | PETTY CASH | LAND DEVELOPMENT | 44.15 |
| 08 | 1000193 | JEFFERSON COUNTY TREASURER | PETTY CASH | LAND DEVELOPMENT | 23.09 |
| 09 | 1000193 | JEFFERSON COUNTY TREASURER | PETTY CASH | EMA | 590.30 |
| 10 | 1000548 | CITY OF VESTAVIA HILLS FIRE DEPT | 2006 SUSTAINMENT GRANT REIMBURSE | EMA | 4488.00 |
| 11 | 1000548 | CITY OF VESTAVIA HILLS FIRE DEPT | 2006 SUSTAINMENT GRANT REIMBURSE | EMA | 3800.00 |
| 12 | 1001259 | BONHAM & BUCKNER PLUMBING | REFUND-DUPLICATE PLUMBING PERMIT | INSPECTION SERVICES | 70.00 |
| 13 | 1006480 | JAMES DUNCAN | TRAVEL REIMBURSEMENT | LAND DEVELOPMENT | 223.62 |
| ENVIRONMENTAL SERVICES | | | | | |
| 14 | 1000193 | JEFFERSON COUNTY TREASURER | PETTY CASH | ENVIRONMENTAL SERVICES | 329.59 |
| 15 | 1000193 | JEFFERSON COUNTY TREASURER | PETTY CASH | ENVIRONMENTAL SERVICES | 466.77 |
| 16 | 1000193 | JEFFERSON COUNTY TREASURER | PETTY CASH | ENVIRONMENTAL SERVICES | 578.46 |
| 17 | 1000193 | JEFFERSON COUNTY TREASURER | PETTY CASH | ENVIRONMENTAL SERVICES | 308.02 |
| 18 | 1000193 | JEFFERSON COUNTY TREASURER | PETTY CASH | ENVIRONMENTAL SERVICES | 235.25 |
| 19 | 1000193 | JEFFERSON COUNTY TREASURER | PETTY CASH | ENVIRONMENTAL SERVICES | 175.06 |
| 20 | 1000193 | JEFFERSON COUNTY TREASURER | PETTY CASH | ENVIRONMENTAL SERVICES | 78.46 |
| 21 | 1000193 | JEFFERSON COUNTY TREASURER | PETTY CASH | ENVIRONMENTAL SERVICES | 67.82 |
| 22 | 1000193 | JEFFERSON COUNTY TREASURER | PETTY CASH | ENVIRONMENTAL SERVICES | 154.72 |
| 23 | 1000193 | JEFFERSON COUNTY TREASURER | PETTY CASH | ENVIRONMENTAL SERVICES | 347.27 |
| 24 | 1000193 | JEFFERSON COUNTY TREASURER | PETTY CASH | ENVIRONMENTAL SERVICES | 104.10 |
| 25 | 1001937 | H PAUL LANDRETH | TUITION REIMBURSEMENT | ENVIRONMENTAL SERVICES | 396.00 |
| 26 | 1005957 | BRADFORD BUILDING COMPANY | REFUND SEWER IMPACT FEE | ENVIRONMENTAL SERVICES | 215.00 |
| 27 | 1006043 | NEWCASTLE CONSTRUCTION | REFUND SEWER IMPACT FEE | ENVIRONMENTAL SERVICES | 3580.00 |
| HEALTH AND HUMAN SERVICES | | | | | |
| 28 | 1000193 | JEFFERSON COUNTY TREASURER | PETTY CASH | CORONER OFFICE | 266.01 |
| 29 | 1001589 | TANYA SHELTON | TUITION REIMBURSEMENT | COOPER GREEN HOSPITAL | 1384.50 |
| 30 | 1003405 | MICHAEL BLACKMAN | TUITION REIMBURSEMENT | COOPER GREEN HOSPITAL | 486.00 |
| FINANCE AND GENERAL SERVICES | | | | | |
| 31 | 1000193 | JEFFERSON COUNTY TREASURER | PETTY CASH | SEWER BILLING | 284.59 |
| <u>UNUSUAL DEMANDS PROCESSED DURING BLACKOUT</u> | | | | | |
| | DEBRA AND RICK COKER | SETTLEMENT OF CLAIM | COUNTY ATTORNEY | 5088.21 | |
| | MARY VALLEY | SETTLEMENT OF CLAIM | COUNTY ATTORNEY | 1200.00 | |
| | REGIONAL PLANNING COMMISSION | SALARIES, SUPPLIES, UTILITIES | FINANCE DEPARTMENT | 7337.51 | |
| | REGIONAL PLANNING COMMISSION | SALARIES, FRINGE, INDIRECT | FINANCE DEPARTMENT | 3910.00 | |
| | PROBATE COURT | REFUND OF REVENUE | PROBATE COURT | 87733.50 | |
| | VPIS INC | SALARIES CAPITAL ASSISTANCE | FINANCE DEPARTMENT | 23443.74 | |
| | KELVIN GARY | SETTLEMENT OF SEWAGE BACKUP CLAIM | COUNTY ATTORNEY | 4921.87 | |
| | CITY STAGES | SPONSORSHIP | FINANCE DEPARTMENT | 12500.00 | |
| | ARRELL INTERNET SERVICES | WEBSITE HOSTING | FINANCE DEPARTMENT | 450.00 | |
| | URS CORPORATION | EMPLOYER OUTREACH | FINANCE DEPARTMENT | 89751.08 | |
| | GRESHAM SMITH & PARTNERS | CONSULTING PARK & RIDE | FINANCE DEPARTMENT | 11814.13 | |
| | TRAPEZE | WEB MAINTENANCE FEE | FINANCE DEPARTMENT | 4200.00 | |
| | TRAPEZE | LAN MAINTENANCE FEE | FINANCE DEPARTMENT | 4725.00 | |
| | VPSI INC | SALARIES | FINANCE DEPARTMENT | 24737.89 | |
| | MICHAEL DODD | FLOOD MITIGATION BUYOUT | LAND DEVELOPMENT | 105436.75 | |
| | MICHAEL DODD | FLOOD MITIGATION BUYOUT | LAND DEVELOPMENT | 34315.00 | |
| | MICHAEL DODD | FLOOD MITIGATION BUYOUT | LAND DEVELOPMENT | 42133.50 | |
| | MICHAEL DODD | FLOOD MITIGATION BUYOUT | LAND DEVELOPMENT | 119501.55 | |
| | MICHAEL DODD | FLOOD MITIGATION BUYOUT | LAND DEVELOPMENT | 118109.19 | |
| | MICHAEL DODD | FLOOD MITIGATION BUYOUT | LAND DEVELOPMENT | 59974.34 | |
| | MASSEY STOTSER & NICHOLS | FLOOD MITIGATION BUYOUT | LAND DEVELOPMENT | 102231.02 | |
| | MASSEY STOTSER & NICHOLS | FLOOD MITIGATION BUYOUT | LAND DEVELOPMENT | 115181.55 | |
| | MASSEY STOTSER & NICHOLS | FLOOD MITIGATION BUYOUT | LAND DEVELOPMENT | 123197.67 | |
| | MASSEY STOTSER & NICHOLS | FLOOD MITIGATION BUYOUT | LAND DEVELOPMENT | 144421.77 | |
| | MASSEY STOTSER & NICHOLS | FLOOD MITIGATION BUYOUT | LAND DEVELOPMENT | 109191.07 | |
| | MASSEY STOTSER & NICHOLS | FLOOD MITIGATION BUYOUT | LAND DEVELOPMENT | 117544.90 | |
| | MASSEY STOTSER & NICHOLS | FLOOD MITIGATION BUYOUT | LAND DEVELOPMENT | 140282.51 | |

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

Smoot, Langford, Carns, Collins and Humphries.

REQUEST FOR CERTIFICATION

Administrative Assistant I - 2 positions
 General Services - Security
 Security Officer
 General Services - Grounds
 Laborer I - 4 positions
 General Services - Cooper Green Hospital
 Admin Coordinator
 Maintenance Repair Worker
 Roads & Transportation - Fleet Management - Ketona
 Accounting Assistant II
 Roads & Transportation - Administration
 Administrative Assistant II
 Roads & Transportation - Hwy Maint - Bessemer
 Skilled Laborer
 Laborer II - 2 positions
 Roads & Transportation - Hwy Maint - Ketona
 Accounting Assistant I
 Accounting Assistant II
 Driver/Messenger
 Truck Driver
 Street Paving Supervisor
 Equipment Service Worker
 Laborer II - 9 positions
 Roads & Transportation - Highway Traffic Engineering
 Traffic Signs & Markings Supervisor
 Traffic Analyst
 Jefferson Rehabilitation & Health Center - Nursing Services - Nursing Facility
 MDS Coordinator - 3 positions
 Cooper Green Mercy Hospital - Labor/Delivery
 Staff Registered Nurse
 Cooper Green Mercy Hospital - Administration
 Senior Administrative Inter - 2 positions
 Jefferson Rehabilitation & Health Center
 Patient Activity Leader

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

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. General Services \$0
 Delete two Laborer III and add two Administrative Assistant I (Gr. 10) positions. Annual difference \$4,046. No Additional Funds Required.

B. OTHER BUDGET TRANSACTIONS

2. Information Technology \$165,000
 Shift funds to cover the cost of software support. No Additional Funds Required.
3. Environmental Services \$30,000
 Shift funds from the Environmental Services Fund (34) to the General Fund (01) to cover legal fees. No Additional Funds

Required.

C. FOR INFORMATION ONLY

Sheriff's Department \$0

Delete an Administrative Assistant I (Gr. 10) and an Accounting Assistant I (Gr. 13) position. Add a Grants Management Coordinator (Gr. 23). Annual savings \$16,566. No Additional Funds Required.

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

Aug-7-2007-964

BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins, be and she hereby is authorized, empowered and directed to execute Change Order Number Two (2) to the Construction Agreement for the Lowetown Senior Citizens Center Project (CD04-03A-Z02U3-LOW), dated August 10, 2006, between Jefferson County, Alabama and BRIC, Inc.

The purpose of Change Order Number Two (2) is to increase the construction time an additional ninety (90) calendar days. The new completion date will be November 2, 2007. There are no costs associated with this change order. This project is from the Program Year 2004.

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

Aug-7-2007-965

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Petition For Annexation Into The Corporate Limits of Pinson, of Jefferson County Commission owned property, be and hereby is approved.

PETITION FOR ANNEXATION INTO THE
CORPORATE LIMITS OF PINSON

We, the undersigned, certify that we own the described parcel, and hereby petition the City of Pinson, Alabama, to pass all resolution, ordinance, or other legal instrument to effect the annexation into the corporate limits of the City of Pinson the territory as follows:

Property Owners: JEFFERSON COUNTY COMMISSION
(full legal names of all owners)

| | | |
|------------|--------------------------|------------------|
| Parcel ID: | 9-31-2-11-2.000 | (Kaley Lane) |
| | 9-33-2-0-6.02 | (Goodwin Road) |
| | 9-33-1-0-33.000 | (Goodwin Road) |
| | 8-25-1-0-1.000 | (Turkey Creek) |
| | 9-32-3-1-35.000 & 37.000 | (Sweeney Hollow) |

Description: Preservation Land

Mailing Address: Courthouse, Birmingham

PROPERTY OWNERS

(All owners must sign full legal signature)

| | |
|-----------|-------|
| Signature | TITLE |
| Signature | TITLE |

Return to : PO BOX 1599, Pinson, AL 35126

PRESERVATION LAND: NO CURRENT OR FUTURE RESIDENTS

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

Aug-7-2007-966

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is authorized and directed to transfer \$30,000.00 to the General Fund (01) from the Environmental Services Fund (7034) for legal services.

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

Aug-7-2007-967

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

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

Communication was read from Roads & Transportation recommended the following:

1. AT&T (BellSouth) to install 1,545' of buried cable on Rocky Ridge Road in Vestavia.
2. AT&T (BellSouth) to install 115' of buried cable on Sicard Hollow Road near Lake Colony Way.
3. AT&T (BellSouth) to install 110' of buried cable on Old Springville Road near Edwards Lake Road in Center Point.
4. Utility Lines Construction Services to install 2, 500' of power cable in Jacskon Trace, Sector II, off Morris Majestic Road.
5. Birmingham Water Works to install 1,710' of 6" and 4" water main along Ashford Lane and Robert Lee Road in Trussville.
6. Birmingham Water Works to install 5,350' of 8" and 4" water main on 1st Street and 4th Avenue off Pleasant Grove Road.

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

Aug-7-2007-968

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to close Robert Lee Road between Roper Road and Perry Street to remove a failing culvert and replace it with a reinforced concrete culvert, beginning Monday, August 27th and expected to be reopened by Friday, August 31st.

A detour route will be established in accordance with MUTCD.

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

Aug-7-2007-969

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

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

1. The Public interest and necessity require the acquisition, construction and completion by Jefferson County, Alabama of a public improvement, namely Heflin Avenue - Topics Phase VII - Site 3 - Road #107 - Tracts No. 1, 3, 7, 9, 10, 13, 23, and 24. The public interest and necessity require the acquisition of said improvement of the real property, or interest in real property hereinafter described.

2. It is necessary and in the public interest for Jefferson County, Alabama to construct, install and maintain Heflin Avenue - Topics Phase VII - Site 3 - Road #107 Tracts No. 1, 3, 7, 9, 10, 13, 23, and 24 in, over, on or under the hereinafter described lands, and the right to remove all improvements, trees, undergrowth and other obstructions situated on said lands, and also the right-to-enter upon said lands for the purpose of constructing, maintaining and repairing the said public improvement constructed or installed thereon, thereover, or thereunder.

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

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

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

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

Said proceedings to acquire and obtain for Jefferson County, Alabama an easement or right-of-way to install, construct and maintain Heflin Avenue - Topics Phase VII - Site 3 - Road #107 - Tracts No. 1, 3, 7, 9, 10, 13, 23 and 24 in, over, upon or under the following described lands and the right to remove all improvements, trees, undergrowth or other obstruction situated on said property, and the right to prevent any person from placing or maintaining any obstruction of said lands and also the right to enter upon said lands for the purpose or constructing, maintaining, and repairing the public improvements installed or construction on, under, upon said lands described as follows:

Heflin Avenue
Kresha D. Williams
428 Heflin Avenue

Tract No. 1

LEGAL DESCRIPTION

Commence at the NW corner of the NE ¼ of the SW ¼ of Section 7, Township 17 South, Range 3 West and run Southerly along the west line of the said ¼- ¼ section a distance of 579.68 feet to intersect the centerline of Riderwood Trail at Station 28+90.778; thence turn left an angle of 93°24' 41" to the point of a tangency of a curve having a central angle of 36°0' 58.04" and a radius of 492.126 feet; thence run Easterly along the arc of said curve a distance of 105.81 feet to the end of said curve; thence run Easterly along extended tangent of said curve a distance of 182.91 feet; thence turn right 52°40' 43.57" and run Southeasterly a distance of 81.20 feet to intersect the centerline of Heflin Avenue at Station 50+00.00; thence turn right 86°12' 59" and run Southwesterly a distance of 632.34 feet to the Point of Beginning of a curve having a central angle of 9°09' 26.39" and a radius of 1066.27 feet, being Point "A" for future reference; thence run Southwesterly along the arc of said curve a distance of 116 feet to the Point of Beginning of a right-of-way of variable widths and being bounded on the Southeasterly side by the existing right-of-way of Heflin Avenue and bounded on the Northwesterly side by a line lying 42.65 feet Northwesterly of and parallel to the following described line; thence continue along the arc of aforementioned curve in a Southwesterly direction a distance of 19.38 feet; at this point the right-of-way is begins to reduce to a point 31 feet Northwesterly of

the following described line 35 feet ahead; thence continue along the arc of aforementioned curve a distance of 35 feet to the end of said curve; at this point the right-of-way continues to reduce to a point 25 feet Northwesterly of the following described line 33.86 feet ahead; thence run Southeasterly along the extended tangent of said curve a distance of 33.86 feet. At this point the right-of-way begins to increase to a point 42.65 feet Northwesterly of the following described line 35.56 feet ahead; thence continue on last described course in a Southwesterly direction a distance of 35.56 feet to the end of this said right-of-way.

Also a temporary construction easement more particularly as follows:

Commence at Point "A" as described in the right-of-way above; thence run Southwesterly along the arc of aforementioned curve a distance of 125 feet to the Point of Beginning of a 7 foot temporary construction easement lying Northwesterly of and parallel to and abutting the above described right-of-way; thence continue in a Southwesterly direction along the arc of aforementioned curve a distance of 42.65 feet. At this point the temporary construction easement is bounded on the Northwesterly side by a line lying 42.65 feet Northwesterly of and parallel to the following described line; thence continue along the extended tangent of said curve a distance of 69.42 feet to the end of this temporary construction easement.

All of said right-of-way and temporary construction easement lies in the NW ¼ of the SW ¼ of Section 7, Township 17 South, Range 3 West and the right-of-way contains 0.06 acres, more or less and the temporary construction easement contains 0.03 acres more or less.

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

Heflin Avenue
Darrell R. And Mayline B. Buchanan
433 Heflin Avenue

Tract No. 3

LEGAL DESCRIPTION

Commence at the NW corner of the NE ¼ of the SW ¼ of Section 7, Township 17 South, Range 3 West and run Southerly along the west line of the said ¼ - ¼ section a distance of 579.68 feet to intersect the centerline of Riderwood Trail at Station 28+90.778; thence turn left an angle of 93°24' 41" to the point of tangency of a curve to the left having a central angle of 36°0' 58.04" and a radius of 492.126 feet; thence run Easterly along the extended tangent of said curve a distance of 182.91 feet; thence turn right 52°40' 40.57" and run Southeasterly a distance of 81.20 feet to intersect the centerline of Heflin Avenue at Station 50+00.00; thence turn right 86°12' 59" and run Southwesterly a distance of 616 feet, more or less, to a Northwesterly projection of Grantor's Northeasterly property line and the Point of Beginning of a right-of-way of variable widths being bounded on the Northwesterly side by the existing right-of-way of Heflin Avenue and bounded on the Southeasterly side by a line being 50 feet Southeasterly of at this point and reducing to a point 42.65 feet Southeasterly of the following described line 17 feet ahead; thence continue along last described course in a Southwesterly direction a distance of 17 feet to the Point of Beginning of a curve to the left having a central angle of 9°09' 26.39" and a radius of 1066.27 feet. At this point the right-of-way is bounded on the Southeasterly side by a line lying 42.65 feet Southeasterly of and parallel to the following described line; thence run Southwesterly along the arc of said curve a distance of 77 feet more or less to a Northwesterly extension of Grantor's Southwesterly property line and the end of this right-of-way.

All of said right-of-way lies in the North half of the SW ¼ of Section 7, Township 17 South, Range 3 West and the right-of-way contains 0.03 acres, more or less.

Heflin Avenue
Derrick M. Honeycutt
511 Heflin Avenue E

Tract No. 7

LEGAL DESCRIPTION

Commence at the NW corner of the NE ¼ of the SW ¼ of Section 7, Township 17 South, Range 3 West and run Southerly along the West line of said ¼ - ¼ section a distance of 579.68 feet to intersect the centerline of Riderwood Trail at Station 28+90.778; thence turn left 93°24' 41" to the point of tangency of a curve to the left having a central angle of 36°0' 58.04" and a radius of 492.126 feet; thence run easterly along the arc of said curve a distance of 105.81 feet to the end of said curve; thence run Easterly along extended tangent of said curve a distance of 182.91 feet; thence turn right 52°40' 40.57" and run Southeasterly a distance of 81.20 feet to intersect the centerline of Heflin Avenue at Station 50+00.00; thence turn right 86°12' 59" and run southwesterly a distance of 220 feet, more or less, to a Northwesterly extension of Grantor's Northeasterly property line being Point A for future referenced and the Point of Beginning of a right-of-way of variable widths being bounded on the Northwesterly side by a line lying 60 feet Southeasterly of and parallel to the following described line; thence continue on last described course in a Southwesterly direction a distance of 140 feet, more or less, to a Northwesterly extension of Grantor's Southwesterly property line and the end of this right-of-way.

Also a temporary construction easement more particularly described as follows:

Commence at Point "A" as described in the right-of-way above and from the previously described course continue Southwesterly a distance of 42.47 feet to the Point of Beginning of a 7 foot temporary construction easement lying Southeasterly of, parallel to and abutting the above described right-of-way; thence continue on last described course in a Southwesterly direction a distance of 98 feet, more or less, to a Northwesterly extension of Grantor's Southwesterly property line and the end of this temporary construction easement.

All of said right-of-way and temporary construction easement lies in the NE ¼ of the SW ¼ of Section 7, Township 17 South, Range 3 West and the right-of-way contains 0.063 acres, more or less, and the temporary construction easement contains 0.015 acres, more or less.

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

Heflin Avenue
Hazel Williams
516 Heflin Avenue, E

Tract No. 9

LEGAL DESCRIPTION

Two parcels of right-of-way more particularly described as follows:

Parcel No. 1

Commence at the NW corner of the NE ¼ of the SW ¼ of Section 7, Township 17 South, Range 3 West and run Southerly along the west of said ¼ - ¼ section a distance of 579.68 feet to intersect the centerline of Riderwood Trail at Station 28+90.778; thence turn an angle to the left of 93°24' 41" to the point of tangency of a curve to the left having a central angle of 36°0' 58.04" and a radius of 492.126 feet; thence run easterly along the arc of said curve a distance of 24 feet to a northerly extension of Grantor s westerly property line and the Point of Beginning of a right-of-way of variable widths being bounded on the northerly side by the existing right-of-way of Riderwood Trail and bounded on the southerly side by a line being 40 feet southerly of at this point and increasing to a point 60 feet southerly of 153.81 feet ahead; thence continue along the arc of aforementioned curve in an easterly direction a distance of 81.81 feet to the end of said curve; thence run easterly along extended tangency of said curve a distance of 72 feet to the end of this parcel of this parcel of right-of-way.

Parcel No. 2

Commence at the NW corner of the NE ¼ of the SW ¼ of Section 7, Township 17 South, Range 3 West and run southerly along the west line of said quarter-quarter section a distance of 579.68 feet to intersect the centerline of Riderwood Trail at Station 28+90.778; thence turn left an angle of 93° 24' 41" to the point of tangency of a curve to the left having a central angle of 36° 00' 58.04" and a radius of 492.126 feet; thence run easterly along the arc of said curve 105.81 feet to the end of said curve; thence run easterly along extended tangent of said curve a distance of 182.91 feet; thence turn right 52° 40' 43.57" and run southeasterly a distance of 81.20 feet to intersect the centerline of Heflin Avenue at Station 50+00.00; thence turn right 86° 12' 59" and run southwesterly a distance of 116 feet, more or less, to an intersection with a northeasterly property line of Grantor and the Point of Beginning of a right-of-way of variable widths being bounded on the southeasterly side by the existing right-of-way of Heflin Avenue East and bounded on the northwesterly side by the existing right of way of Riderwood Trail; thence continue on last described course in a southwesterly direction a distance of 39.35 feet; At this point, the right-of-way is bounded on the northwesterly side by a line being 42 feet northwesterly of at this point and reducing to a point 30 feet northwesterly of 41.5 feet ahead; thence continue on last described course in a southwesterly direction a distance of 41.5 feet; At this point, the right-of-way is bounded on the northwesterly side by a line being 30.0 feet northwesterly of and parallel to the following described line; thence continue along last describe course in a southwesterly direction a distance of 65.6 feet; At this point, the right-of-way begins to increase to a point 237.86 feet northwesterly of and parallel to the following described line 95 feet ahead; thence continue on last described course in a southwesterly direction a distance of 95 feet; At this point, the right of way is bounded on the northwesterly side by the existing right-of-way line of Heflin Way East; thence continue in a southwesterly direction a distance of 192 feet to the end of this parcel of right of way.

Also, a utility easement more particularly described as follows:

Commence at the NW corner of the NE ¼ of the SW ¼ of Section 7, Township 17 South, Range 3 West, and run southerly along the west line of said quarter-quarter section a distance of 579.68 feet to intersect the centerline of Riderwood Trail at Station 28+90.778; thence turn an angle to the left of 93° 24' 41" to the point of tangency of a curve to the left having a central angle of 36° 00' 58.04" and a radius of 492.126 feet; thence run easterly along the arc of said curve a distance of 24 feet to a northerly extension of Grantor s westerly property line and the Point of Beginning of a utility easement of variable widths being bounded on the northerly side by the right-of-way as described in Parcel No. 1 above, and bounded on the southerly side by a line being 50 feet southerly of at this point and increasing to a point 72 feet southerly of 153.81 feet ahead; thence continue along the arc of aforementioned curve in an easterly direction a distance of 81.81 feet to the end of said curve; thence run easterly along the extended tangency of said curve a distance of 72 feet to the end of the utility easement.

All of said right-of-way and utility easement lies in the NE ¼ of the SW ¼ of Section 7, Township 17 South, Range 3 West and the right-of-way contains 0.3 acres, more or less and the utility easement contains 0.08 acres, more or less.

Heflin Avenue
Carolyn Edwards
1608 Heflin Avenue, E

Tract No. 10

LEGAL DESCRIPTION

A part of Lot No. 4, James E. Marlowe Addition to Riderwood Park, as recorded in Map Book 28, Page 54 in the Office of the Judge of Probate of Jefferson County.

Commence at the NW corner of the NE ¼ of the SW ¼ of Section 7, Township 17 South, Range 3 West and run Southerly along the west line of said ¼ - ¼ section a distance of 579.68 feet to intersect the centerline of Riderwood Trail at Station 28+90.778; thence turn right an angle of 86°35' 19" to the point of tangency of a curve to the right having a central angle of 36°0'58.04" and a radius of 492.16 feet; thence run Westerly along the arc of said curve a distance of 203.53 feet to the end of said curve; thence run Westerly along extended tangent of said curve a distance of 28.12 feet; thence turn left an angle of 120° and run Southeasterly a distance of 383 feet to the Point of Beginning of a right-of-way of variable widths being bounded on the Southeasterly side by the existing right-of-way of Heflin Way East and bounded on the Northwesterly side by a line lying 66 feet Northwesterly of and perpendicular to a distance of 32.8 feet to the end of this said right-of-way.

All of said right-of-way lies in the NE ¼ of the SW ¼ of Section 7, Township 17 South, Range 3 West and contains 0.006 acres, more or less.

Heflin Avenue
Deloris Wells
1608 Heflin Way, E

Tract No. 13

LEGAL DESCRIPTION

A part of Lot No. 1, James E. Marlowe Addition to Riderwood Park, as recorded in Map Book 28, Page 54 in the Office of the Judge of Probate of Jefferson County.

Commence at the NW corner of the NE ¼ of the SW ¼ of Section 7, Township 17 South, Range 3 West and run Southerly along

the West line of the said ¼ - ¼ section a distance of 579.68 feet to intersect the centerline of Riderwood Trail at Station 28+90.778; thence turn right 86°35' 19" to the point of tangency of a curve to the right having a central angle of 36°0' 58.04" and a radius of 492.16 feet; thence run Westerly along the arc of said curve a distance of 203.53 feet to the end of said curve; thence run Westerly along extended tangent of said curve a distance of 28.12 feet; thence turn left an angle of 120° and run Southwesterly a distance of 69.33 feet; thence turn left an angle of 22°51' 05.33" and Southwesterly a distance of 180 feet, more or less to an Easterly extension of Grantor's Southerly property line; thence turn an angle of 147°26' , more or less to the right and run Westerly along said extension of the Southerly property line of Grantor a distance of 22 feet, more or less to the Westerly right-of-way of Heflin Way East and the Point of Beginning of a right-of-way of variable widths being bounded on the Northerly side by a line being 4 feet Northerly of at this point and increasing to a point 8 feet Northerly of 210 feet ahead; thence continue in a Westerly direction along the Southerly property line of Grantor a distance of 214 feet to the end of this right-of-way.

All of said right-of-way lies in the NE ¼ of the SW ¼ of Section 7, Township 17 South, Range 3 West and contains 0.03 acres, more or less.

Heflin Avenue
Stephen L. McConico
1601 Riderwood Trail

Tract No. 23

LEGAL DESCRIPTION

Commence at the NW corner of the NE ¼ of the SW ¼ of Section 7, Township 17 South, Range 3 West and run Southerly along the West line of said ¼ - ¼ section a distance of 579.68 feet to intersect the centerline of Riderwood Trail at Station 28+90.778; thence turn an angle of 93°24' 41" to the point of tangency of a curve to the left having an central angle of 36°00' 58.04" and a radius of 492.126 feet ; thence run Easterly along the arc of said curve a distance of 105.81 feet to the end of said curve; thence run Easterly along the extended tangent of said curve a distance of 182.91 feet; thence turn an angle 52°40' 43.57" to the right and run Southeasterly a distance of 81.20 feet to intersect the centerline of Heflin Avenue at Station 50+00.00; thence turn an angle to the left of 93°47' 01" and run Northeasterly a distance of 32.35 feet to the Point of Beginning of a curve to the right having a central angle of 32°58' 25.85" and a radius of 410.1 feet being Point "A" for future reference; thence run Northeasterly along the arc of said curve a distance of 127.95 feet to the Point of Beginning of right-of-way of variable widths being bounded on the Southeasterly side by the existing Right-of-way of Heflin Avenue and bounded on the Northwesterly side by a line lying 42.65 feet Northwesterly of and parallel to the following described line; thence continue Northeasterly along the arc of said curve a distance of 34 feet. At this point the right-of-way begins to increase to a point being 50 feet Northwesterly of and parallel to the following described 2 feet ahead; thence continue along the arc of aforementioned curve in a Northeasterly direction a distance of 2 feet. At this point the right-of-way is bounded on the Northwesterly side by a line being 60 feet Northwesterly and parallel to the following described line; thence continue along arc of aforementioned curve in a Northeasterly direction a distance of 6 feet more or less to an intersection with a Southerly extension of Grantor's Easterly property line and the end of this right-of-way.

Also a temporary construction easement more particularly described as follows:

Commence at Point "A" as described in the right-of-way above; thence run Northeasterly along the arc of aforementioned curve a distance of 165.21 feet to the Point of Beginning of a temporary construction easement of variable widths being bounded on the Southeasterly side by the right-of-way as described above and being bounded on the Northwesterly side by a line being 50 feet Northwesterly of at this point and increasing to a point 175 feet Northeasterly of the following described line 16.83 feet ahead; thence continue along the arc of said curve in a Northwesterly direction a distance of 16.83 feet. At this point the temporary construction easement is bounded on the Northwesterly side by a line being 175 feet Northwesterly of and parallel to the following described line; thence continue on last described in a Northeasterly direction a distance of 12 feet to the end of this temporary construction easement.

All of said right-of-way and temporary construction easement lies in the NE ¼ of the SW ¼ of Section 7, Township 17 South, Range 3 West and the right-of-way contains 0.02 acres, more or less and the temporary construction easement contains 0.04 acres, more or less.

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

Heflin Avenue
David Swanson
6008 Heflin Avenue, E

Tract No. 24

LEGAL DESCRIPTION

Commence at the NW corner of the NE ¼ of the SW ¼ of Section 7, Township 17 South, Range 3 West and run Southerly along the West line of said ¼ - ¼ section a distance of 579.68 feet to intersect the centerline of Riderwood Trail at Station 28+90.778; thence turn left an angle of 93°24' 41" to the point of tangency of a curve to the left having an central angle of 36°00' 58.04" and a radius of 492.126 feet; thence run Northeasterly along the extended tangent of said curve a distance of 182.91 feet; thence turn an angle of 52°40' 43.57" and run Southeasterly a distance of 81.20 feet to intersect the centerline of Heflin Avenue at Station 50+00.00; thence turn an angle to the left of 93°47' 01" and run Northeasterly a distance of 32.35 feet to the Point of Beginning of a curve to the right having a central angle of 32°58' 25.85" and a radius of 410.1 feet being Point "A" for future reference; thence run Northeasterly along the arc of said curve a distance of 172 feet, more or less to a Southerly extension of Grantor's Westerly property line and the Point of beginning of a right-of-way being bounded on the Southeasterly side by the existing right-of-way of Heflin Avenue and bounded on the Northwesterly side by a line lying 98 feet Northwesterly of and parallel to the following described line; thence continue on last described course in a Northeasterly direction a distance of 27 feet. At this point the right-of-way begins to reduce in width to a point 52 feet Northwesterly of and perpendicular to the following described line 22.3 feet ahead; thence continue along the arc of aforementioned curve in a Northeasterly direction a distance of 22.3 feet to the end of said curve. At this point the right-of-way is bounded on the Northwesterly side by a line lying 52 feet Northwesterly of and parallel to the following described line; thence run Northeasterly along the extended tangent of said curve at the bearing of North 75°53' 35" East a distance of 225 feet to the end of this right-of-way.

Also a temporary construction easement more particularly described as follows:

Commence at Point "A" as described in the right-of-way above and the previously described course and run Northeasterly along the aforementioned curve a distance of 172 feet more or less to a Southeasterly extension of Grantor's Westerly property line and the

Point of Beginning of a temporary construction easement of variable widths being bounded on the Southeasterly side by the above-described right-of-way and bounded on the Northeasterly side by a line lying 175 feet Northeasterly of and parallel to the following described line; thence continue Northeasterly along the arc of aforementioned curve a distance of 25 feet to the end of this temporary construction easement.

All of said right-of-way and temporary construction easement lies in the NE ¼ of the SW ¼ of Section 7, Township 17 South, Range 3 West and the right-of-way contains 0.18 acres, more or less and the temporary construction easement contains 0.05 acres, more or less.

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

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

Aug-7-2007-970

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Sundance Rehabilitation Corp. to provide rehabilitation services to residents beginning June 1, 2007 and ending May 31, 2008 in the approximate amount of \$800,000.

CONTRACT NO. 310-06

CONTRACT FOR PROFESSIONAL SERVICES

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

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

WHEREAS, the Contractor desires to furnish said professional services to the County.

NOW, THEREFORE, in consideration of the above and below, the parties hereto do mutually agree as follows:

1. ENGAGEMENT OF CONTRACTOR:

The County hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth provided there are no Merit System or Classified employees available.

2. SCOPE OF SERVICES:

This Contract results from Jefferson County's Request for Proposal No. 310-06, dated July 25, 2006, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by the County. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:

(A) Provide rehabilitation services using qualified individuals and in conformance with the standards of practice as specified in RFP 310-06. The rehabilitation services to include Physical, Occupational, and Speech Therapies in compliance with Medicare and third party payer requirements for long term care.

(B) Services to be provided as reasonable and appropriate to ensure the Center will meet accreditation, licensure, and reimbursement guidelines applicable to these services.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall be available to assist the County effective June 1, 2007 and shall schedule and undertake technical and professional services requested under this Contract in an expeditious manner. The completion date of all professional services under the Contract is May 31, 2008. However, the Contract may be extended, at the County's option, for two (2) additional one-year periods, not to exceed three (3) full years.

4. COMPENSATION:

(A) The Contractor shall be reimbursed for the services specified under this Contract at the rate shown in Attachment A, hereby included and made part of this Contract. (Attachment A on file in the Minute Clerk's office)

5. INDEPENDENT CONTRACTOR:

The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for workmen's compensation, FICA taxes, occupational taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.

6. NON-DISCRIMINATION POLICY;

Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, or disability of an applicant, clients, and/or other staff involved.

7. CONFLICT OF INTEREST:

The Contractor declares that, as of the date of this contract, neither the County nor any County Commissioner nor any Director nor any other Jefferson County Government official is directly or indirectly interested in this contract or any contract with the Contractor for which compensation will be sought during the period of time this contract is being performed; and, furthermore, the Contractor pledges that he/it will notify the Purchasing Manager in writing should it come to his/its knowledge that any County official becomes either directly or indirectly interested in the contract or any contract with the Contractor for which compensation will be sought during the aforesaid period. In addition, the Contractor declares that, as of the date of this contract, neither he/it nor any of his/its officers or employees have given or donated or promised to give or donate; either directly nor indirectly, to any official or employee of the Jefferson County Commission, or to anyone else for the County's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with the County under which compensation will be sought during the period of time this contract is being performed and furthermore, that neither the Contractor nor any of his/its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the Jefferson County Commission, or to anyone else for the County's benefit, any sum of money or other thing of value, for aid or assistance in obtaining any amendment to this contract or any other contract with the Contractor for which compensation will be claimed during the period of time this contract is being performed.

8. 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.

9. MISCELLANEOUS REQUIREMENTS:

Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with their Federal Employment Identification Number, mailing addresses and any other pertinent data required by law.

10. SUSPENSION AND TERMINATION:

A. This Contract may be suspended or terminated by the County upon at least thirty (30) day written notice should the Contractor fail to perform in accordance with the terms of this Contract. Prior to termination, the County will provide adequate written notice to the Contractor affording it the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within thirty (30) days after receipt of notice.

B. This Contract may be suspended or terminated by the County upon at least thirty (30) day written notice to the Contractor. In the event of suspension or termination not the fault of the Contractor, the Contractor shall be compensated for all eligible expenditures to the date of suspension or termination, less any payment of reimbursement already made. There will be no payment on account of loss of anticipated profit or revenues or other economic loss arising out of such termination.

11. LIABILITY

A. 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.

B. The Contractor will indemnify and save 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, subcontractor or employees under this Contract. COUNTY agrees, to the extent allowed by law, to indemnify and save harmless the Contractor, its corporate officers and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of services to the COUNTY, its agents, subcontractor or employees under this contract.

12. AMENDMENT OF AGREEMENT

This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the COUNTY. Any such amendment shall be attached to and made a part of this Contract. The contractor has the right to adjust the billing rate due to increases in wages and/or related taxes, benefits, and other mandated costs required to be made. A written request must be made to the County and an amended agreement will be executed.

13. 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 neither 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 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.

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.

WITNESSES: JEFFERSON COUNTY, ALABAMA
Bettye Fine Collins, President
Jefferson County Commission
CONTRACTOR
Tracy Gregg, President
Sundance Rehabilitation Corporation

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

COOPER GREEN MERCY HOSPITAL GOVERNING BODY

Aug-7-2007-971

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Physician Renewal Agreement between Jefferson County, Alabama and Donald Marks, M.D. to extend the agreement for one year beginning June 1, 2007 and ending May 31, 2008 in the amount of \$177,197.

PHYSICIAN RENEWAL AGREEMENT

This Physician Renewal Agreement between the Jefferson County Commission as the owner of Cooper Green Mercy Hospital and Donald H. Marks, M.D., renews the term of the Physician Agreement dated June 1, 2006, and approved by the Jefferson County Commission on 5-16-06, MB 151, Page(s) 99-103, for an additional 12 months from June 1, 2007 through May 31, 2008, at the same rate of compensation (\$14,766.42 per month, \$177,197.00 per year)

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

JEFFERSON COUNTY COMMISSION
Bettye Fine Collins, President

PHYSICIAN
Donald H. Marks, M.D.

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

Aug-7-2007-972

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.

Ross Graham

Burt Olshan

Birmingham Historical Society

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:

Data and Services

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

JEFFERSON COUNTY, ALABAMA

CONTRACTEE

Bettye Fine Collins, President

Jefferson County Commission

Shelia Smoot, Commissioner

Technology and Land Development

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

Aug-7-2007-973

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute a Non-Disclosure and Data License Agreement between Jefferson County ("Licensor") and _____ ("Subscriber") authorizing the use by the Subscriber of the Electronic Courthouse system to access through the Internet public information contained in the County's computer records in accordance with the approved subscription feed stated in the agreement.

Alabama Title & Information Services

Frederick Abstract & Survey

Dawn I. McDonald

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 _____ (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.

Bettye Fine Collins, President
Jefferson Count Commission
Shelia Smoot
Technology and Land Development
Jefferson County Commission

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

Aug-7-2007-974

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute a Non-Disclosure and Data License Agreement between Jefferson County ("Licensor") and Alabama Title Search.Com, LLC ("Subscriber") authorizing the use by the Subscriber of the Electronic Courthouse system to access through the Internet public information contained in the County's computer records in accordance with the approved subscription feed stated in the agreement.

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 9th day of July, 2007(the "Effective Date"), by and between Alabama Title Search.Com, LLC (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 a monthly fee in the amount of \$60.97 which will include administration fees. 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 Land Development

Jefferson County Commission

Alabama Title Search.Com, LLC

Doug Davis

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

Aug-7-2007-975

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute a Non-Disclosure and Data License Agreement between Jefferson County ("Licensor") and Blake Tompkins ("Subscriber") authorizing the use by the Subscriber of the Electronic Courthouse system to access through the Internet public information contained in the County's computer records in accordance with the approved subscription feed stated in the agreement.

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 21st day of July, 2007(the "Effective Date"), by and between Blake Tompkins (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 fee which will include administrative fees. The rate is \$60.97 per month. 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

CONTRACTEE

Bettye Fine Collins, President

Blake Tompkins

Jefferson Count Commission

Shelia Smoot

Technology and Land Development

Jefferson County Commission

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

Aug-7-2007-976

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Cooperative Agreement between Jefferson County, Alabama and Alabama National Guard authorizing the use of Geographic Information Systems digital products and services by the Alabama National Guard.

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

Aug-7-2007-977

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Cooperative Agreement between Jefferson County, Alabama and Birmingham Regional Chamber of Commerce authorizing the use of Geographic Information Systems digital products and services by the Birmingham Regional Chamber of Commerce.

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

Aug-7-2007-978

Promote the establishment of mosquito control programs in the municipalities of Jefferson County with a pilot program for the City of Brighton and the City of Fairfield

NOW, THEREFORE BE IT RESOLVED that the Jefferson County Commission hereby approves this initiative for a pilot mosquito control program for smaller municipalities. The City of Brighton and the City of Fairfield has been selected as locations for this pilot program because they do not have a current mosquito control program of their own. This pilot mosquito control program will be initiated during the month of August with: 1) an adult phase treatment event, public education through a training session for 2) mosquito habitat identification, 3) habitat reduction and 4) larvicide treatment options. This effort will also include a partnership with the Natural Resources Conservation Service (NRCS - USDA) and County Agent to provide limited mosquito habitat reduction assistance to the City of Brighton through available separate grant monies. The singular cost of this pilot program to the County, for the one adult phase treatment and training program, will not exceed \$1,100.00.

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

Aug-7-2007-979

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.

Yvonne Purdon

Terry Lynn Scott

Kris Tyler Simmons

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

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

Aug-7-2007-980

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the District Attorney and Deputy District Attorney Shawn Allen to have the County provided compensation, pension contribution and health insurance amounts paid directly to the Office of Prosecution Services and merged with State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

AGREEMENT

RECITAL:

Alabama law requires Jefferson County to pay specified annual compensation to the Birmingham and Bessemer District Attorneys and their deputies. The law also requires the State to pay a portion of the compensation for the District Attorneys and for some of the Deputy District Attorneys. Where the compensation responsibility is divided between the County and the State, the Attorneys' pension membership is also divided between the County pension and the State pension. Through this Agreement, the parties establish an option for the District Attorneys and the Deputy District Attorneys to elect to have the County provided compensation, pension contribution and health insurance amounts for single or family coverage paid directly to the Office of Prosecution Services (OPS) and merged with the State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

WITNESSETH:

IN CONSIDERATION OF THE PREMISES, Jefferson County (the County), the District Attorney and the Deputy District Attorney agree as set out below:

Definition: As used herein the term "County provided compensation/benefits" shall mean:

- a) The respective salary amounts for DDA's established by legislative act (and as amended) applicable to the Birmingham

and Bessemer District Attorneys Offices and directed to be payable by Jefferson County as salary compensation;

- b) An amount equal to 3% of the salary compensation representing an employer pension match;
- c) An amount equal to 86% of the amount paid by the State toward the cost of State health insurance for either single or family coverage elected by the DDA.

* In accordance with past practice, the County shall include an amount for FICA upon the condition that the County will be reimbursed by the State.

- 1) By execution below, the Deputy District Attorney hereby elects to have his Countyprovided compensation/benefits paid directly to the Office of Prosecution Services and merged with his Stateprovided compensation and paid to him on the OPS payroll.
- 2) By execution below, the District Attorney hereby endorses and approves the above election of the Deputy District Attorney.
- 3) The County hereby agrees to make monthly payments of the Countyprovided compensation/benefits directly to the Office of Prosecution Services for merger with the Stateprovided compensation and paid to the Deputy District Attorney on the OPS payroll.
- 4) The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically amended to reflect changes in the compensation to be paid by the County; i.e., the annual step raises and promotions for Deputy District Attorneys and changes in insurance coverage and the amount paid by the State.
- 5) This Agreement may be terminated by any party upon two months prior written notice to the other parties.
- 6) The effective date of this Agreement shall be July 1, 1999, or upon the effective date of the undersigned DDA's election, if later.

IN WITNESS WHEREOF, the parties have executed this Agreement as reflected below.

JEFFERSON COUNTY, ALABAMA
Bettye Fine Collins, President
Jefferson County Commission
David Barber, District Attorney
Birmingham Division
Shawn Allen, Deputy District Attorney
Birmingham Division

AMENDMENT AGREEMENT
WITNESSETH

IN CONSIDERATION OF THE PREMISES, the Agreement between Jefferson County (the County), the District Attorney, and the Deputy District Attorneys of October, 1999, approved by County Commission Resolution No. Sept. 29-99 No. 1274, Minute Book 125, page 531, is hereby amended as follows:

Paragraph (3), page 2, is amended to read:

- (3) The County hereby agrees to make the quarterly payments in advance, no later than the 10th day of the months January, April, July and October of each year, of the Countyprovided compensation/ benefits, directly to the Office of Prosecution Services for merger with the Stateprovided compensation and paid to the deputy district attorney on the OPS payroll.

IN WITNESS WHEREOF, the parties have executed this Amendment Agreement as reflected below.

JEFFERSON COUNTY, ALABAMA
Bettye Fine Collins, President
Jefferson County Commission
David Barber, District Attorney
Shawn Allen, Deputy District Attorney

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

Aug-7-2007-981

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

Barbara L. Salvagio - Environmental Services was granted a military leave of absence from February 16, 2005 to January 7, 2006, from February 7, 2006 to March 20, 0026 and from April 3, 2006 to June 4, 2007, and the amount of pension

contributions due Barbara L. Salvagio is \$6,213.22 plus the County matching contributions of \$6,213.22 for a total of \$12,426.44.

Donald W. Mason - Sheriff's Department was granted a military leave of absence from February 8, 2006 to April 17, 2007, and the amount of pension contributions due Donald W. Mason is \$2,200.54 plus the County matching contributions of \$2,200.54 for a total of \$4,401.08.

Alesia L. Hatten - Personnel Board was granted a military leave of absence from February 7, 2006 to January 6, 2007, and the amount of pension contributions due Alesia L. Hatten is \$1,287.67 plus the County matching contributions of \$1,287.67 for a total of \$2,575.34.

William Bruce Poole, III- Sheriff's Department was granted a military leave of absence from July 22, 2006 to January 6, 2007, and the amount of pension contributions due William Bruce Poole, III is \$1,147.14 plus the County matching contributions of \$1,147.14 for a total of \$2,294.28.

William D. McAnally - Sheriff's Department was granted a military leave of absence from July 22, 2006 to January 6, 2007, and the amount of pension contributions due William D. McAnally is \$151.43 plus the County matching contributions of \$151.43 for a total of \$302.86

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

Aug-7-2007-982

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 Midfield. (Non-Departmental)

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

W I T N E S S E T H:

WHEREAS, the County Commission recognizes that municipalities constitute a resource of the County that 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 \$2,500 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Conduct the 2007 Fun Day tentatively scheduled for August 4, 2007 at the Midfield Community Center in the City of Midfield.

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 Midfield

Reginald Wilson, Mayor Pro Tem

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

Aug-7-2007-983

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and Birmingham Regional Paratransit Consortium (d.b.a. ClasTran). (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the Birmingham Regional Paratransit Consortium (d.b.a. ClasTran) (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 the need for public transportation programs for its rural, elderly and disabled citizens; and

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

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

1. The term of this Agreement shall begin upon execution of the contract and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$182,940 upon execution of contract.
3. The Contractee shall provide the following services:
 - a. Provide public transportation programs for the rural, elderly and disabled citizens of Jefferson County.

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

Birmingham Regional Paratransit Consortium (d.b.a. ClasTran)

Roy Tanner, Executive Director

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

Aug-7-2007-984

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

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

W I T N E S S E T H:

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

WHEREAS, the County recognizes the availability of quality information concerning child care is a public service and contributes to the quality of life in Jefferson County and recognizes quality child care services as social and economic resources of the County; and

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

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

1. The term of this Agreement shall begin upon execution of this contract through September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$50,000.
3. The Contractee shall provide the following services to the County:
 - a. Maintain complete and up-to-date information on child care providers in Jefferson County and provide this information to persons seeking child care services.
 - b. Provide Child Care Resource and Referral Counseling program that improves the quality of child care by creating an education consumer population who will demand and shop for quality child care.
 - c. Provide Supplement Child Care Program A financial assistance program to assist low-income families achieve self sufficiency and/or retain employment by helping the pay for child care.
 - d. Maintain appropriate statistics of services provided and individuals served.

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

Childcare Resources, Inc.

Margaret A. Curry, President & CEO

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

Aug-7-2007-985

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

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

WITNESSETH:

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

WHEREAS, the County recognizes children as the number one resource of the County and organizations that assist children 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 of this contract and end September 30, 2007.
2. The County shall pay to the Contractee a total of \$50,000 upon execution of this contract.
3. The Contractee shall provide the following services to the County:
 - a. Care for the children not provided for by the State Department of DHR; meeting the children's daily needs as well as their physical needs; meeting the children's emotion and educational needs to help reduce suspension and expulsion rates; assist the children

with practice skills and behaviors needed to stay in a regular classroom, function productively in society and increase personal responsibility, social competence and job skills; engage the children in meaningful and positive activities; and provide troubled students with consistent support, opportunities, and skills for successful futures.

b. Provide "A Commitment to Character" program which teaches the children the importance of honesty, respect, responsibility, self-discipline, perseverance, giving and service.

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

Children's Village

Sony Williams, Executive Director

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

Aug-7-2007-986

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

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

W I T N E S S E T H:

WHEREAS, the County recognizes children as one of the most valuable resources of the County as well as the arts and arts related organizations as cultural resources of the County; and

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

WHEREAS, the County Commission has determined it is in the public interest to engage the Contractee to assist in the

development and promotion of said County resources.

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

1. The term of this Agreement shall begin upon execution of the contract and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum total of \$25,000 upon execution of the contract.
3. The Contractee shall provide the following services:
 - a. Provide art, cultural, and educational services to the citizens of Jefferson County through the Birmingham Museum of Art programming.

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Birmingham Museum of Art

Gail Andrews Trechsel, Director

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

Aug-7-2007-987

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Computer Help for Kids (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 experiences that contribute significantly to the level of educational attainment for children generate substantial social and healthful activity and improves and enhances the quality of life in Jefferson County; and

WHEREAS, the County Commission determines that it is in the public interest to engage the Contractee will 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. Complete the distribution of 40 refurbished computers being placed with neighborhood organizations within the City of Birmingham to foster better communication with City Departments.

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

Computer Help for Kids

Robert D. McKenna, Chairman

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

Aug-7-2007-988

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

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

WITNESSETH:

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

WHEREAS, the County recognizes that quality education and exposure to cultural experiences that contribute significantly to the level of educational and cultural attainment for its citizens generate substantial social and healthful activity and improves and enhances the quality of life in Jefferson County and its economic development; and

WHEREAS, the Contractee will assist in the development and promotion of said County resources in connection with a festival conducted in downtown Bessemer that will draw an audience from Jefferson County, other counties in Alabama and from other states.

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 of \$25,000.00 upon execution of this contract.
3. The Contractee shall provide the following services to Jefferson County residents:
 - a. Produce the 2007 Birmingham and Bessemer Music Festival (including the cities of Brighton, Lipscomb and Midfield) scheduled for September 15, 2007 which will feature national and local artists. This festival unites people in song, to increase awareness, encourage citizens to have pride and build stronger family relationship in the community while enhancing the economic prosperity of Bessemer and Jefferson County thru food and hotel and other commercial opportunities provided by the Festival.

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

Empowerment, Inc

Cedric Allen, CEO

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

Aug-7-2007-989

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Boys & Girls Clubs of Central Alabama (hereinafter called the "Contractee").

W I T N E S S E T H:

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

WHEREAS, the County recognizes services aimed at helping boys and girls handle contemporary problems and reach their potential as young adults productive in society, as well as providing recreational opportunities, 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 of this contract 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 to the County:
 - a. \$2,500 - Provide technology materials and equipment for the Boys and Girls Clubs in the Jefferson County Public Housing communities of Brookside, Terrace Manor and Warrior.
 - b. \$2,500 - Purchase materials including a mascot style bear costume for the Jefferson County area school outreach program.
 - c. \$5,000 - Provide after-school care, Homework Help-line program and resident and day camp opportunities for the youth of Jefferson County

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

Boys & Girls Clubs of Central Alabama

Tom Cleckler, Executive Director

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

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

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

WITNESSETH:

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

WHEREAS, the County recognizes Rickwood Field as an historical site and is an educational and economic resources of the County; and

WHEREAS, the Contractee will assist in the development and promotion of said County resources.

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

1. The term of this agreement shall begin upon execution of this contract and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$10,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Rehabilitate and refurbish the batting building as a part of the comprehensive revitalization of the park, which is recognized

by the National Park Service as America's oldest baseball park.

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

Friends of Rickwood Field

David Brewer, Executive Director

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

Aug-7-2007-991

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

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

W I T N E S S E T H:

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

WHEREAS, the County recognizes that organizations promoting healthful lifestyles and activities for its citizens as resources of the County; and

WHEREAS, the 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 \$5,000 upon execution of this contract.
3. The Contractee shall provide the following services in Jefferson County:
 - a. Provide assistance to citizens of Jefferson County who are victims of sexual assault, family conflicts and substance abuse and purchase the supplies (sweat suit, underwear, socks, slippers, and personal items) needed for the women after their forensic examination.

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

Crisis Center

Michael Falligant, Executive Director

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

Aug-7-2007-992

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

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

WITNESSETH:

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

WHEREAS, the County recognizes that organizations providing family counseling for its children reducing the number of dropouts, juvenile offenders, teen pregnancies and youth runaways and domestic violence education 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 \$5,000.
3. The Contractee shall provide the following services:
 - a. Provide services (to include case management, in-home visitation for parents of medically-fragile or developmentally delayed children, computer skill classes, job readiness and job search, adult mentoring, comprehensive counseling, adolescent support seminars, money management and Money Smart, adult education, emergency services of food, shelter and transportation and life skills) to help strengthen families and to protect and nurture the children of Jefferson County.

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

Family Guidance Center of Alabama

Laura Purdin, M.S., Program Director

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

Aug-7-2007-993

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that at the request of Commissioner Larry Langford, the \$1,100 cost of the pilot mosquito control program in the City of Brighton and the City of Fairfield will be paid out of his district funds.

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

Thereupon the Commission Meeting was adjourned to meet Tuesday, August 14, 2007, at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk