

STATE OF ALABAMA)

JEFFERSON COUNTY) August 21, 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 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Langford seconded by Commissioner Carns that the Minutes of August 14, 2007, be approved. Voting "Aye" Langford, Carns and Collins.

Bids were received and publicly opened and read from the following contractors on the Jefferson County Private George Watson Courthouse Curtainwall Bid Package #8A project: G&S Glass & Supply, Inc.; Nelson Glass and Stone Building Company, Inc. Elevator Bid Package #14A project: EMR; Otis Elevator Company and Schindler Elevator Corp.

Bids were referred to General Services for tabulation, report and recommendation.

Aug-21-2007-1027

WHEREAS, In 1991, the United Way of Central Alabama, the Birmingham Area Chamber of Commerce, and the Junior League of Birmingham founded The Literacy Council to serve as a clearinghouse for adult literacy information; and

WHEREAS, The Literacy Council was originally created to focus on adult literacy. In 1999, they expanded their mission to include children and families; and

WHEREAS, In 2000, The Literacy Council began training and certifying tutors to each individuals to read; and

WHEREAS, In 2001, The Literacy Council further expanded their mission to address the needs of those who need ESOL English for Speakers of other Languages services; and

WHEREAS, Throughout The Literacy Council's 16 year history, its vision has always remained to create a community in which every individual is functionally literate, and

WHEREAS, On Monday, August 20th, there will be a Literacy Summit in Birmingham, AL

WHEREAS, The Literacy Summit will kick-off The Literacy Initiative which will enable The Literacy Council and residents, corporate leaders, government officials, other non-profits organizations, volunteers, educators, literacy providers, and students to work together to seek new heights in achieving a 100% literate community.

Now, therefore, be it resolved, that the Jefferson County Commission hereby proclaim August 20, 2007 as THE LITERACY INITIATIVE DAY.

Signed, by the Jefferson County Commission at the Jefferson County Courthouse in Birmingham, Alabama, on this the 13th day of August, Two Thousand and Seven.

Bettye Fine Collins, President

Jim Carns, Commissioner

Bobby Humphries, Commissioner

Larry P. Langford, Commissioner

Shelia Smoot, Commissioner

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

STAFF DEVELOPMENT

Multiple Staff Development

Office of Senior Citizen Services/2 Participants			
Barbara Shores Martin		Savannah, Georgia	\$920.00
William Voigt		Southeastern Assn. of Area Agencies on Aging Board Meeting September 14-16, 2007	\$266.50
Roads & Transportation/5 Participants			
William R. Yeager		Birmingham, Alabama	\$100.00
Jamey Wood		Erosion - Sediment Control & Stormwater Management	\$100.00
Wendell Ray		August 24, 2007	\$100.00
Dale McGuire			\$100.00
Bobby Black			\$100.00
Sheriff's Dept./2 Participants			
Charles R. Eddings		Tuscaloosa, Alabama	\$125.00
Susan Brumbeloe		Certified Governmental Accounting Technician Program August 22, 2007	\$125.00
Sheriff's Dept/3 Participants			
Jennifer Kilburn		Gulf Shores, Alabama	\$270.00
Alan Ray Kilburn		AL Criminal Justice Information Center	\$647.00
Shelia Garrett		Users Conference September 16-20, 2007	\$527.50
Individual Staff Development			
Lavon Evans	Environmental Services	Gulfport, Mississippi PRC Trip August 5-6, 2007	\$125.58
Letecia Giddens	District Attorney	Orange Beach, Alabama ADASA Summer Conference September 3-7, 2007	\$1,430.86
Bruce Thompson	Revenue	Charlotte, North Carolina Audit Family Dollar Stores September 16-22, 2007	\$1,241.50
Bruce Thompson	Revenue	Ft. Lauderdale, Florida Audit Southeastern Interior Systems & Sherion Atlantic Workforce September 22-29, 2007	\$1,847.75
Barbara Brown Anderson	OSCS	Anniston, Alabama AL Cares Quarterly Training July 12-13, 2007	\$106.59
Billy Jack Logan, Sr.	Sheriff's Dept.	Destin, Florida 8 th Annual Gulf States Victim Witness Conference September 10-14, 2007	\$696.46
Kathy Gore	Sheriff's Dept.	Columbia, South Carolina Property Room Management Training September 10-13, 2007	\$1,309.39

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

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. Traffic Engineering from Ben Atkinson Chevrolet, Tallassee, AL for one Chevrolet Trailblazer, \$21,906.38 total. Ref. SAP Requisition # PO #2000003960 State of Alabama Contract# T191
2. Traffic Engineering from Ben Atkinson Chevrolet, Tallassee, AL for one F150 Pickup Truck, \$19,804.66 total. Ref. SAP Requisition # PO #2000003950 State of Alabama Contract# T191
3. Jefferson County Sheriff's Department from McCain's Uniforms, Birmingham, AL to add funds to P.O. from Acct.# 521550,

\$20,000 total. SAP Purchase Order #200000208 Ref. Tag PO# 268720 Ref. Bid # 123-07

4. Traffic Engineering from Ben Atkinson Chevrolet, Tallassee, AL for one Dodge Charger sedan, \$19,044 total. Ref. SAP Requisition # PO #2000003964 State of Alabama Contract# T191
5. Jefferson Rehabilitation & Health Center from Medical People Healthcare, Birmingham, AL to change order adding funds to P.O. 2000003605 for temporary nursing personnel to render direct care to the residents, \$50,000 total. Ref. Bid # 288-06 Contract approved by the Commission on 1/9/07 and recorded in Minute Book 152 at Pages 513-515.

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

Voting "Aye" Langford, Carns and Collins.

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
08/21/2007

PROFIT CNTR	VND #	NAME	TEXT	BUSINESS AREA	AMOUNT	DOC. #
District 1	1001379	JANE MOBLEY	Travel Reimbursement	CGH: ADMINISTRATION	972.59	190000599
District 1	1007099	ALABAMA HOSPITAL ASSOC	Association Medical Staff Dues	CGH: ADMINISTRATION	1,098.00	190000098
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-Roads & Transportation	R&T: BRIDGE MAINT/CONSTR	326.20	1900000733
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-Roads & Transportation	R&T: TRAFFIC ENGINEERING	104.24	1900001195
District 3	1000193	JEFFERSON CO TREASURER	Petty Cash-EMA	EMERGENCY MANAGE AGENCY	968.74	1900001206
District 3	1000329	GREGORY M KEY	Travel Reimbursement for Mike Key	R&T: RIGHT OF WAY	235.35	1900001106
District 3	1001203	ALLCOM WIRELESS INC	Allcomm wireless	R&T: TRAFFIC ENGINEERING	25.00	1900001152
District 3	1018518	C J ELECTRIC LLC	Refund-Job not in County's Jurisdiction	INSPECTION SERVICES	20.00	1900000708
District 4	1000172	ANGELIA COYLE	Mileage Reimb for June 07-Angelia Coyle	REVENUE	127.58	1900001191
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-OSCS	SENIOR CITIZEN SERVICES	7.59	1900000707
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-OSCS	SENIOR CITIZEN SERVICES	35.00	1900000645
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-Youth Detention	YOUTH DETENTION: SUPPORT SVCS	148.16	1900000695
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-General Services	GEN SVCS: ADMINISTRATION	59.67	1900000638
District 4	1000193	JEFFERSON CO TREASURER	Petty Cash-General Services		200.88	1900001063
District 4	1000618	ALICE J MAHAFFEY	Mileage Reimb for June 07-Alice Mahaffey	REVENUE	264.06	1900001192
District 4	1003506	TANJAWANIA D LEE	Mileage Reimbursement	REV BH AUDITING	342.63	1900000244
District 4	1003681	JOYCE HARRIS	Mileage Reimbursement	REVENUE	146.21	1900001190
District 4	1018345	PREMO-PROMOS LLC	Air Quality Program	FINANCE ADMINISTRATION	1,350.00	1900000439
District 4	1018345	PREMO-PROMOS LLC	Air Quality Program	FINANCE ADMINISTRATION	1,290.00	1900000843
District 4	1018345	PREMO-PROMOS LLC	REGIONAL PLANNING COMMISSION	FINANCE ADMINISTRATION	695.00	1900000840
District 4	1018345	PREMO-PROMOS LLC	Air Quality Program	FINANCE ADMINISTRATION	485.00	1900000845
District 4	1018345	PREMO-PROMOS LLC	Air Quality Program	FINANCE ADMINISTRATION	630.00	1900000850
District 4	1018345	PREMO-PROMOS LLC	Air Quality Program	FINANCE ADMINISTRATION	5,100.00	1900000852
District 4	1018345	PREMO-PROMOS LLC	Air Quality Program	FINANCE ADMINISTRATION	3,800.00	1900000847
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VALLEY CREEK WWTP	103.35	1900000457
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VALLEY MAINTENANCE SHOP	89.21	1900000610
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VALLEY CREEK WWTP	113.29	1900000618
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VALLEY CREEK WWTP	149.99	1900000604
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: TRUSSVILLE WWTP	61.95	1900000582
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: TRUSSVILLE WWTP	6.48	1900000573
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VALLEY MAINTENANCE SHOP	109.03	1900000641
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: CAHABA RIVER WWTP	37.66	1900000718
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: LEEDS WWTP	13.77	1900000620
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Commissioner Carns Office	COMMISSIONER, DISTRICT 5	109.27	1900000706
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: PACKAGE WWTP & PUMP STATIC	188.98	1900000696
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Commissioner Carns Office	COMMISSIONER, DISTRICT 5	257.13	1900000632
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: LEEDS WWTP	28.35	1900000621
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VILLAGE ELECTRICAL SHOP	110.98	1900000623
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: PACKAGE WWTP & PUMP STATIC	177.86	1900000629
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: LEEDS WWTP	25.60	1900000621
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: TV INSPECTION & GROUTING	95.75	1900000834
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: TURKEY CREEK WWTP	25.15	1900000849
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: ADMIN LINE MAINTENANCE	175.79	1900000791
District 5	1000193	JEFFERSON CO TREASURER	Petty Cash-Environmental Services	ES: VILLAGE LINE MAINTENANCE	35.00	1900000832
District 5	1002671	LOWES HOME IMPROVEMENT	Petty Cash-EnvironmentuLal Services	ES: TV INSPECTION & GROUTING	6.42	1900000748
Joint Responsibility	1000193	JEFFERSON CO TREASURER	Petty Cash-Probate Court	PROBATE COURT	19.99	1900000595
Joint Responsibility	1000193	JEFFERSON CO TREASURER	Petty Cash-Probate Court	PROBATE COURT	49.00	1900000722
Joint Responsibility	1000193	JEFFERSON CO TREASURER	Petty Cash-County Attorney	COUNTY ATTORNEY	43.34	1900000773
Joint Responsibility	1000331	THE KIPLINGER LETTER	1 Year Subscription The Kiplinger Letter	TREASURER	89.00	1900000694
Joint Responsibility	1000973	THE NORTH JEFFERSON NEWS	52 Week Sub- The North Jefferson News	TREASURER	35.00	1900000693
Joint Responsibility	1001781	JUDI MCANALLY	Mileage Reimbursement	SHERIFF ENFORCE-BIRMINGHAM	108.81	1900000570
Joint Responsibility	1002460	MICHAEL C DODD	Flood Mitigation Closing	NON-DEPT EXPENDITURES	67,705.33	1900001182
Joint Responsibility	1002460	MICHAEL C DODD	Flood Mitigation Closing	NON-DEPT EXPENDITURES	87,129.94	1900001181
Joint Responsibility	1002460	MICHAEL C DODD	Flood Mitigation Closing	NON-DEPT EXPENDITURES	120,475.86	1900001183
Joint Responsibility	1003061	LORREN O OLIVER	Travel Reimb Lorren Oliver 4/25-30/07	PER BD: ADMINISTRATION	54.00	1900000565
Joint Responsibility	1003199	LAWANDA BONNER	Tuition reimb Summer Term 2007	SHERIFF ENFORCE-BIRMINGHAM	792.00	1900000571
Joint Responsibility	1003908	ANTOINE MCKNIGHT	REIMBURSE ASSESSOR PER DIEM	PER BD: TESTING	125.00	1900000667
Joint Responsibility	1004388	TANYA CROCKER	Add 7 days of Per Diem, Polygraph School	SHERIFF ENFORCE-BIRMINGHAM	266.00	1900001273
Joint Responsibility	1004633	TIFFANY M OWENS	Tuition Reimbursement	PER BD WORKFORCE DEV & APPLICA	510.00	1900000603
Joint Responsibility	1004633	TIFFANY M OWENS	Tuition Reimbursement	PER BD WORKFORCE DEV & APPLICA	510.00	1900000566
Joint Responsibility	1004950	YUMIKA PATTON	Tuition Reimbursement	PER BD WORKFORCE DEV & APPLICA	510.00	1900000622
Joint Responsibility	1005166	STEPHEN JOHNSON	REIMBURSE ASSESSOR PER DIEM	PER BD: TESTING	125.00	1900000688
Joint Responsibility	1018470	AZMEENA BUDHWANI	Reimb for per diem-Azmeena Budhwani	PER BD: TESTING	141.20	1900000702
Joint Responsibility	1018479	JILL MAY	REIMBURSE ASSESSOR PER DIEM	PER BD: TESTING	125.00	1900000661
Joint Responsibility	1018480	TRAVIS MINETTI	REIMB ASSESSOR PER DIEM & MILE	PER BD: TESTING	166.72	1900000660
Joint Responsibility	1018481	ANDREW PEBLEY	REIMB ASSESSOR PER DIEM & MILE	PER BD: TESTING	219.36	1900000662
Joint Responsibility	1018482	GRAHAM PIONKOWSKI	REIMB ASSESSOR PER DIEM & PARK	PER BD: TESTING	125.00	1900000663
Joint Responsibility	1018483	LINDSAY SEARS	REIMBURSE ASSESSOR PER DIEM	PER BD: TESTING	125.00	1900000664
Joint Responsibility	1018484	BRIDGET STENGER	REIMB ASSESSOR PER DIEM & MILE	PER BD: TESTING	131.48	1900000665
Joint Responsibility	1018485	YUAN ZHANG	REIMBURSE ASSESSOR PER DIEM	PER BD: TESTING	125.00	1900000666
Joint Responsibility	1018486	DEBORAH SAWYER	REIMB ASSESSOR PER DIEM & PARK	PER BD: TESTING	178.75	1900000668
Joint Responsibility	1018487	MICHAEL MCCOWAN	REIMB ASSESSOR PER DIEM & MILE	PER BD: TESTING	142.82	1900000669
Joint Responsibility	1018488	KEITH HUMPHREY	REIMB ASSESSOR PER DIEM & MILE	PER BD: TESTING	247.65	1900000670
Joint Responsibility	1018489	JESSIE GODFREY	REIMBURSE ASSESSOR PER DIEM	PER BD: TESTING	125.00	1900000671
Joint Responsibility	1018490	LENITA BARNES	REIMBURSE ASSESSOR PER DIEM	PER BD: TESTING	125.00	1900000672
Joint Responsibility	1018491	KEVIN THACKER	REIMBURSE ASSESSOR PER DIEM	PER BD: TESTING	125.00	1900000673
Joint Responsibility	1018492	JEFFREY TROTNIC	REIMBURSE ASSESSOR PER DIEM	PER BD: TESTING	125.00	1900000674

Joint Responsibility	1018493	CLAYTON KIDD	REIMBURSE ASSESSOR PER DIEM	PER BD: TESTING	125.00	190000675
Joint Responsibility	1018494	ISA GREENE	REIMBURSE ASSESSOR PER DIEM	PER BD: TESTING	125.00	190000676
Joint Responsibility	1018495	STEPHEN SZABO	REIMBURSE ASSESSOR PER DIEM	PER BD: TESTING	125.00	190000677
Joint Responsibility	1018496	ANTHONY SOCARRAS	REIMBURSE ASSESSOR PER DIEM	PER BD: TESTING	125.00	190000679
Joint Responsibility	1018497	REGINALD WILKINS	REIMBURSE ASSESSOR PER DIEM	PER BD: TESTING	125.00	190000680
Joint Responsibility	1018498	JAMES DUNLAP	REIMBURSE ASSESSOR PER DIEM	PER BD: TESTING	125.00	190000681
Joint Responsibility	1018499	SHARON ALLEN	REIMBURSE ASSESSOR PER DIEM	PER BD: TESTING	125.00	190000683
Joint Responsibility	1018500	NORMAN CALDWELL	REIMBURSE ASSESSOR PER DIEM	PER BD: TESTING	125.00	190000684
Joint Responsibility	1018501	PAUL DILLENDER	REIMBURSE ASSESSOR PER DIEM	PER BD: TESTING	125.00	190000685
Joint Responsibility	1018502	JEFF HARTLEY	REIMB ASSESSOR PER DIEM & MILE	PER BD: TESTING	171.16	190000687
Joint Responsibility	1018503	JOHN MCCALL	REIMB ASSESSOR PER DIEM & MILE	PER BD: TESTING	191.42	190000689
Joint Responsibility	1018504	PAUL TAYLOR	REIMB ASSESSOR PER DIEM & MILE	PER BD: TESTING	274.04	190000690

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

REQUEST FOR CERTIFICATION

Information Technology - Technical Services

Network System Administrator II

Coroner/Medical Examiner

Deputy Coroner

Chief Deputy Coroner

Jefferson County EMA

Emergency Management Logistics Officer

Roads & Transportation - Highway Maintenance - Ketona Division

Skilled Laborer - 4 positions

Environmental Services - Barton Lab

Water Pollution Control Technician

Sr. Water Pollution Control Technician

Environmental Coordinator

Jefferson Rehabilitation & Health Center - Nursing Service - Nursing Facility

Occupational Therapist

Physical Therapy Assistant - 3 positions

Physical Therapist - 2 positions

Cooper Green Mercy Hospital - 7East

Medical Clerk

Cooper Green Mercy Hospital - Laboratory

Medical Technologist Supervisor

Cooper Green Mercy Hospital - Nuclear Medicine

Cardio/Pulmonary Services Manager

Motion was made by Commissioner Langford seconded by Commissioner Carns, that the Request for Certification be approved.

Voting

"Aye" Langford, Carns and Collins.

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

None

B. OTHER BUDGET TRANSACTIONS

1. Roads & Transportation \$10,000

Shift funds and add purchasing memorandum to purchase an ice machine. No Additional Funds Required.

2. Tax Assessor - Bessemer \$11,783

Shift funds and add purchasing memorandum to purchase a copier. No Additional Funds Required.

C. FOR INFORMATION ONLY

Sheriff's Department \$18,000

Shift funds and add purchasing memorandum to purchase seven computers with accessories, software and two printers. No Additional Funds Required.

Sheriff's Department \$191,881.25

Shift funds to clear negative balances. No Additional Funds Required.

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

Aug-21-2007-1028

WHEREAS, it is necessary return CDBG funds to the U. S. Treasury for funds drawn for a loan that did not materialize.

NOW THEREFORE, BE IT RESOLVED, by the Jefferson Commission that the Jefferson County Treasurer is authorized to return \$1,000,000.00 to the U. S. Treasury.

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

Aug-21-2007-1029

BE IT RESOLVED by the Jefferson County Commission that the Commission President is hereby authorized to sign to the Loan Agreement for the HOME funded Brighton Gardens Special Needs Rental Housing Development with Community Housing Development Corporation as set out in the Agreement previously approved by Resolution dated December 6, 2006 and found in the Commission Minutes at Minute Book 152, Page 384. No additional funds are required.

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

Aug-21-2007-1030

BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the President of the County Commission is authorized to execute Amendment #4 to the HOME Program Agreement for homebuyer assistance with YW Homes, Inc. for the development of Affordable Housing for low and moderate income households. The purpose of said Amendment #4 is to extend the term of the Agreement to April 30, 2008 and to decrease the budget by \$200,000.00 from \$1,011,586.64 to \$811,586.64.

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

Aug-21-2007-1031

BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the President of the County Commission is

authorized to execute Amendment #2 to the HOME Program Agreement for homebuyer assistance with Greater Birmingham Habitat for Humanity for the development of Affordable Housing for low and moderate income households. The purpose of said Amendment #2 is to increase the budget by \$400,000.00 for a total of \$1,000,000.00 and make technical adjustments to the Agreement.

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

Aug-21-2007-1032

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the resolution adopted by the Commission on December 5, 2006, M.B. 152, Page 389-390, moving the Sewer Billing Office to the Department of Finance and General Services from the Department of Environmental Services is hereby rescinded. The Organization Chart, Exhibit A, to the Jefferson County Commission November 14, 2006, RESOLUTION OF ORGANIZATION is hereby reinstated and shall constitute the official Organizational Chart of Jefferson County, placing Sewer Billing under the Department of Environmental Services.

Jefferson County Commission

<u>Finance and General Services</u>	<u>Roads & Transportation</u>	<u>Environmental Services</u>	<u>Health & Human Services</u>	<u>Information Technology</u>
Finance Department	Highway Administration	Environmental Services	Jefferson Rehabilitation & Health Center	Information Technology
BMO	Highway Design	Administration	Cooper Green Hospital	Environmental Protection
Human Resource	Highway Right of Way	Sanitation Engineering & Construction	Coroner	
Family Court	Highway Engineering & Construction	Sewer Plants	Laundry	
General Services	Camp Bessemer	Labs		
General Services	Camp Ketona	Landfills		
Building Services	Traffic Engineering	Sewer Billing		
Elections	Fleet Management	Board of Registrars		
Printing	Land Development	Community & Economic Development		
Construction & Communication	Inspection Services	Workforce Development		
Minutes Clerk	EMA			
Office of Senior Citizen Services				
Public Information Officer				
Purchasing				
Revenue				
<u>Joint Responsibility</u>		<u>Non-County/Non-Departmental</u>		
County Attorney		Law Library		
Elected Department Heads and Officials		Farm Agent		
Tax Assessor		State Courts		
Assistant Tax Assessor		Pension Board		
Tax Collector		Personnel Board		
Assistant Tax Collector		Board of Equalization		
Probate Court		District Attorney		
Treasurer		Bessemer District Attorney		
Deputy Treasurer		Sheriff		

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

Aug-21-2007-1033

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the advice of the County Attorney and the Probate Judge a moratorium on new licenses for computer access to the "Electronic Courthouse" is hereby imposed pending development and issuance of an Administrative Order establishing criteria and procedure and forms for such licenses that will assist protection of personal information. The County Attorney is hereby directed to confer with the Probate Judge of Jefferson County and develop such Administrative Order for consideration of the Commission as soon as possible but not later than October 1, 2007.

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

Aug-21-2007-1034

RURAL, ELDERLY AND DISABLED TRANSPORTATION

WHEREAS, Jefferson County recognizes the need for public transportation programs for its Rural, Elderly and Disabled Citizens;

and

WHEREAS, Jefferson County is represented as a member on the Birmingham Regional Paratransit Consortium, created to execute the vision of the Metropolitan Planning Organization (MPO), to coordinate specialized transportation funding and service delivery; and

WHEREAS, Jefferson County recognizes that the requirements to obtain Federal Transit Administration (FTA) Section 5310 and 5311 funds through the Alabama Department of Transportation (ALDOT) requires a local match of 50% for operating expenses and 20% for administration, capital expenses, and purchase of transportation services for rural transportation (Section 5311); and a local match of 20% for operating, administration, capital expenses, and purchase of transportation services for elderly and disabled transportation (Section 5310); and

WHEREAS, Jefferson County recognizes that the local match may be a shared cost with other participating agencies and municipalities being responsible for providing an appropriate allocation of local nonfederal funds to secure the operating of the Section 5310 and Section 5311 Transportation Programs.

NOW, THEREFORE, BE IT RESOLVED, that Jefferson County hereby commits the amount of \$182,940 as local, nonfederal match for capital, administrative and operations expenditures under the Section 5310 and Section 5311 Public Transportation Programs during Fiscal Year 2007.

Passed and adopted this the 21st day of August, 2007.

Bettye Fine Collins, President

Jefferson County Commission

ATTEST:

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

Aug-21-2007-1035

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: Derrick King - Sheriff's Department and Eva Brundige - Tax Assessor

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

Aug-21-2007-1036

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment to the agreement between Jefferson County, Alabama and Leslie Patton & Associates, for HR development training, to extend the completion date from May 31, 2007 to September 30, 2007.

AMENDMENT TO CONTRACT

AMENDMENT #1

This Amendment to Contract entered into this 17th day of July, 2007, by and between Jefferson County, Alabama through the (hereinafter referred to as "The Jefferson County Commission") and Leslie Patton and Associates (hereinafter referred to as the "Contractor").

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties entered into on the 1st day of April, 2007, which was approved by the Commission on 5807 at

Minute Book 153, Page(s) 409-410, is hereby amended as follows:

Under Item 3, "Terms of Agreement and Authorization to Perform Work", change the completion date of all professional services under the contract as follows:

From: May 31, 2007

To: September 30, 2007

All other terms and conditions remain as previously written

Jefferson County Commission

Contractor

Bettye Fine Collins, President

Dr. Kimberly Leslie Patton, President

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

Aug-21-2007-1037

WHEREAS, the Personnel Board of Jefferson County conducts an Annual Classification Survey of one-fifth of the positions in the classified system; and

WHEREAS, the results of the survey must be adopted by the Jefferson County Commission; and

WHEREAS, implementation of the results of the 2006-2007 survey must be approved by the Jefferson County Commission; and

WHEREAS, the cost of implementing the results of the 2006-2007 survey is \$9,339.20.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Commission adopts the results of the 2006-2007 Annual Classification Survey and authorizes implementation of the results at a cost of \$9,339.20, effective October 13, 2007.

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

Aug-21-2007-1038

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to accept the grant of The Community Foundation of Greater Birmingham in the amount of \$18,000.00. This is to be used for the support of the expansion of Teen Court into the Bessemer Division of Family Court.

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

Communication was read from Roads & Transportation recommended the following;

1. Birmingham Water Works to install 880' of 6" and 4" water main along Joy Circle in Pinson.
2. Birmingham Water Works to install 340' of 6" water main along Bankston Road in Bagley/Corner area.

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

Aug-21-2007-1039

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

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

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

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

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Purchasing Agent is authorized to dispose of the following list of County assets.

<u>VEHICLE #</u>	<u>VIN</u>	<u>DESCRIPTION</u>	<u>ASSET #</u>
A985403	1FAFP52U1WA166409	SEDAN 4 DR TAURUS 98	980119
A006031	2FAFP71W3YX133209	SEDAN 4 DR C V G/W 00	001273
A001585	2G1WF55K1Y9378483	SEDAN 4 DR IMPALA 00	010323
A015404	1FAFP52U71A185376	SEDAN 4 DR TAURUS 01	010510
A995402	1FAFP53UIXA187082	SEDAN 4 DR TAURUS 99	990634
A985402	1FAFP52UXWA166408	SEDAN 4 DR TAURUS 98	980118
A015406	1FAFP52UOIA185378	SEDAN 4 DR TAURUS 01	010508
A986102	2FAFP73W2WX186963	SEDAN 4 DR C V 98	981996
A981591	IFAFP52UXWA179367	SEDAN 4 DR TAURUS 98	981190
A996020	2G1WL52K5X9201740	SEDAN 4 DR LUMINA 99	990623
A924302	2FACP72W5NX252294	SEDAN 4 DR C V 92	A911596

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

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

Aug-21-2007-1040

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer

Department: Roads & Transportation

Date: August 14, 2007

Purpose: Pay Mt. Olive Investment Group, LLC for Acquired Permanent Drainage Easement 0.02 acres (more or less) and 0.008 acres (more or less) TCE
Topics VII- Site 1 - Project No. STPBH-7165(001) - Tract No. 3
Mt. Olive Road (Newfound Road, Brookside Road Intersection)
Agent - Alan Dodd

Price: \$800.00

Pay to the order of: Mt. Olive Investment Group, LLC

Mailing Address: 3157 Mt. Olive, AL 35117

Mt. Olive, AL 35117

Fund #4022000000, Bus. Area 9999 - GL Object 515710 - Cost Center - 9999999999

Fund Center - 9999999999 - Functional Area 9999 WBS C.961.D.

Check Delivery Code 41

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

Aug-21-2007-1041

BE IT RESOLVED, by the by the Jefferson County Commission as follows:

1. That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for: Project CMAQ-RW07() a right of way acquisition project to acquire the abandoned U.S. Steel's High Line Railroad right of way from Milstead Road in Fairfield south to Wenonah Road in Birmingham near the Red Mountain Park in Jefferson County,

Alabama; which Agreement is before this Commission.

2. That the Agreement be executed in the name of the County, for and on behalf of the County Commission;
3. That the Agreement be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED that upon the completion of the execution of the Agreement by all parties, that a copy of such agreement be kept on file by the County Clerk.

Passed, adopted and approved this 21st day of August, 2007.

ATTESTED: Betty Fine, Collins
County Clerk Chairman, Jefferson County Commission

AGREEMENT BETWEEN THE STATE OF ALABAMA
AND
THE JEFFERSON COUNTY COMMISSION
Project CMAQ-RW07()
High Line Rail Trail
Jefferson County, Alabama
PART ONE: INTRODUCTION

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the Jefferson County Commission hereinafter referred to as COUNTY, in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Birmingham urbanized area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the COUNTY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and the COUNTY desire to cooperate in the acquisition of the abandoned U.S. Steel's High Line Railroad right of way extending from Milstead Road in Fairfield, Alabama, south through Midfield, Alabama, to Wenonah Road in Birmingham, Alabama, for development of a multiuse trail in Jefferson County, Alabama.

WHEREAS, Federal transportation funds are dedicated specifically to the Birmingham Area by the 2005 Safe, Accountable, Flexible and Efficient Transportation Equity Act Legacy for Users (SAFETEALU), as directed by the Birmingham Metropolitan Planning Organization (MPO), and hereinafter referred to as Congestion Mitigation and Air Quality (CMAQ Improvement Program funds).

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

PART TWO: PROJECT PROVISIONS

A. Project Description: This Agreement will cover all aspects of right of way acquisition done in accordance with plans approved by the STATE. Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. Any deficiency in Federal Aid, or overrun in construction costs will be borne by the COUNTY.

B. This Project will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent COUNTY funds, not to exceed a maximum amount of \$840,000.00 in Federal funds. Any revisions to the grant budget must be approved by the STATE and FHWA and made in accordance with 49 CFR 18. Funds will be available for obligation when allocation by FHWA is made and will be at the level prescribed by FHWA. The estimated cost and participation by the various parties are as follows:

	Total	Total Estimated	Estimated
	<u>Estimated Cost</u>	<u>Federal Funds</u>	<u>Local Funds</u>
Right of Way Acquisition	\$1,050,000.00	\$ 840,000.00	\$ 210,000.00
Total	\$1,050,000.00	\$ 840,000.00	\$ 210,000.00

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the COUNTY will be responsible for any overruns. The COUNTY will not be reimbursed for any costs in excess of the awarded amount. The project will commence upon execution of this agreement and upon written authorization to proceed from the STATE directed to the COUNTY.

C. Project Funding: It is expressly understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of work for which reimbursement is requested.

D. Project Budget: The COUNTY will develop and submit to the STATE for approval a project budget. This budget will be in such form and detail as may be required by the STATE. As a minimum, all major work activities will be described and an estimated cost and source of funds will be indicated for each activity. Space will be provided for approval by the Division Engineer and date of such approval. All cost for which the COUNTY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the COUNTY be reimbursed for expenditures over and beyond the amount approved by the FHWA.

E. Purchase of Project Equipment and/or Services: The purchase of project equipment and/or services financed in whole or in part

pursuant to this Agreement will be in accordance with applicable state and federal laws, rules, regulation, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

F. Invoicing: The COUNTY will, when appropriate, submit invoices to the STATE for reimbursement for work performed by or for the COUNTY in carrying out the terms of this agreement. Requests for reimbursement will be made on forms provide by the STATE and will be submitted through the Division Engineer for payment. The COUNTY may bill the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid and the invoice will be notarized. The cost allowable is the cost defined in 41 CFR Subpart 115.7 of the Federal Procurement Regulations and will include direct and indirect cost incurred in carrying out the project as shown in the approved application and the documents related thereto.

G. Invoices for any work performed by the COUNTY under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelvemonth period will not be eligible for payment.

H. Maintenance: Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for the project work.

I. Contracts under this Agreement: The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to the rights and responsibilities under this Agreement, without the prior written approval of the STATE.

J. Records and Reports:

1) Establishment and Maintenance of Accounting Records: The COUNTY will establish and maintain, in accordance with requirements established by the STATE, separate accounts for the project, either independently or separately within its existing system, to be known as the Project Account. The cost accounting system must be adequate and acceptable to the STATE as determined by the auditor of the Alabama Department of Transportation.

2) Documentation of Project Cost: All charges to the Project Account will be supported by properly executed invoices, contracts or vouchers, as applicable, evidencing in proper detail for nature and propriety of the charges, in accordance with the requirements of the STATE.

3) Checks, Orders and Vouchers: All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

4) Financial Statements: The COUNTY will submit to the STATE, at such time as the STATE may require, such financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

5) Right of Access to Records: The STATE will have full access to and right to examine all project records at all times, and all records of any nature which in any manner relate to the project or to this Agreement in any way.

K. Regulations: The STATE hereby obligates the COUNTY to become familiar with all state and federal laws, rules, regulations, and procedures applicable to this Agreement. The STATE, upon request, will furnish to the COUNTY a copy of any and all applicable state and federal laws, rules, regulations, and procedures.

L. Point of Contact: The Third Division of the Alabama Department of Transportation will be the lead agency for the STATE relative to the work under this agreement and will be the point of contact for the COUNTY.

PART THREE: MISCELLANEOUS PROVISIONS

A. Agency to Indemnify: The COUNTY will be responsible at all times for this project and all of the work performed under this Agreement and especially the COUNTY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, employees, and agents of each, in their official and individual capacities, from and against any and all claims, actions, damages, loss, liabilities, including attorney's fees and expenses whatsoever or any amount paid in compromise thereof arising out of or in connection with the performance of the work under this Agreement and this project and from and against these at any time arising out of or in connection with the performed work and project.

B. Audit and Inspection: The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, any and all vehicles and equipment utilized or used in performance of the project; records of all transportation services rendered by the COUNTY in the use of such vehicles and equipment; and any and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY will also permit the above noted persons to audit the books, records and accounts of the COUNTY pertaining to the project at any and all times, and the COUNTY will give its full cooperation to those persons or their authorized representatives, as applicable.

C. Audit Requirements: The COUNTY will comply with all audit requirements set forth in the Federal Office of Management and

Budget (OMB) circular A128 or A133 whichever is applicable.

D. Termination: In the event the COUNTY fails at any time, in any manner, to comply with any provision, requirement, term or condition of this Agreement, such failure will constitute a default by the COUNTY under this Agreement. Any such default or defaults not corrected by the COUNTY within thirty (30) days following receipt of written notice from the STATE by certified or registered mail of such default or defaults, will be deemed a breach by the COUNTY of this Agreement, and the right on the part of the STATE to terminate the Agreement by giving ten (10) days written notice of termination. A waiver by the STATE of a default or defaults by the COUNTY will not constitute a waiver of subsequent default or defaults by the COUNTY. In addition, if funding for this project is terminated by FHWA, the STATE will have the right to terminate this Agreement by giving ten (10) days written notice of termination. Said notice will be mailed by certified or registered mail.

E. Retention of Records: The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.

F. Performance: The COUNTY will commence, carry on and complete the project with all practical dispatch, in a sound, economical, and efficient manner.

G. Permission to Start Work: The COUNTY will not proceed with the project work until the STATE gives written authorization for the COUNTY to proceed.

H. It is clearly understood by both parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the design and construction of the proposed improvements.

I. Equal Employment Opportunity: The COUNTY will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The COUNTY will take affirmative action to insure that applicants for employment are employed, and that employees be treated during their employment, without regard to their race, religion, color, sex, or national origin. Such actions will include, but not be limited to the following: employment; upgrading; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Further, the STATE and the Secretary of the USDOT, or either of them or their respective authorize representative, will have full access to, and right to examine any and all COUNTY materials for the purpose of monitoring the COUNTY's compliance with the provisions of this section.

J. Title VI-Civil Rights Act of 1964: The COUNTY will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C § 2000(d.) et seq.), the regulations of USDOT issued thereunder 49 CFR, Subtitle A, Part 21), and the assurance by the COUNTY pursuant thereto. Furthermore, the STATE and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any and all COUNTY materials which will permit them to monitor the COUNTY for compliance with the provisions of this section.

K. Prohibited Interest: No member, officer, or employee of the COUNTY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

L. Americans with Disabilities Act: The COUNTY will comply with all requirements of The Americans with Disabilities Act of 1990 (ADA).

M. Arbitration: Any dispute concerning a question of fact in connection with the work not disputed of by this Agreement between the COUNTY and the STATE will be referred to the director of the State of Alabama Department of Transportation, whose decision will be final.

N. Participation by Disadvantaged Business Enterprises in Federal Aid Programs: The recipients of funds under the terms of this agreement agrees to ensure that Minority Business Enterprises as defined n 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.

O. Other Applicable Regulations: The COUNTY will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C.§ 1857(h) as amended by 42 U.S.C. § 7401, et seq., Section 508 of the Federal Water Pollution Act, 33 U.S.C. § 1368, Executive Order 11738, and Environmental Protection agency regulations (40 CFR Part 15).

P. Subcontracts: The COUNTY will not enter into any subcontract without prior written consent of the STATE and will include in all subcontracts entered into pursuant to this Agreement all of the clauses as required by the STATE.

Q. Exhibits M and N are hereby attached to and made a part of this Agreement.

R. Agreement Change: The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.

S. Drug Free Workplace Act of 1988: The COUNTY assures the STATE that it publishes a statement notifying employees of the policies in support of a drug free workplace; and establishes an ongoing drug-free awareness program.

T. Expiration: This Agreement shall terminate on September 30, 2008, as to any work provided herein which has not been authorized by FHWA, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination. The COUNTY agrees that the STATE may unilaterally extend the time of the agreement.

U. 7/24th Law: Nothing shall be construed under the terms of this Agreement by the COUNTY or the STATE that shall cause any conflict with Section 23163, Code of Alabama, 1975.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of the approval of the Governor of Alabama.

ATTEST:

THE JEFFERSON COUNTY COMMISSION

County Clerk (Signature)

Betty Fine Collins, As Chairman (Signature)

APPROVED AS TO FORM:

Jim R. Ippolito, Jr., Chief Counsel

Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Brian C. Davis, Division Engineer

Robert J. Jilla, Multimodal Transportation Engineer

D. W. Vaughn, Chief Engineer

STATE of ALABAMA ACTING BY AND THROUGH THE ALABAMA

DEPARTMENT OF TRANSPORTATION

D. J. McInnes, Transportation Director

The foregoing Agreement is hereby executed in the name of the State of Alabama and signed by the Governor on this day of , 20

Bob Riley

Governor, State of Alabama

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

Aug-21-2007-1042

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Agreement between Jefferson County, Alabama and City of Pleasant Grove for County forces to pave the existing parking lot at the girls softball field in an amount estimated to be \$61,350.

AGREEMENT

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and City of Pleasant Grove (hereinafter called the "Municipality").

WITNESSETH:

WHEREAS, the County Commission recognizes that municipalities constitute resources of the County that provide beneficial services, social and healthful activity and improve and enhance the quality of life for a substantial segment of citizens in Jefferson County; and

WHEREAS, Municipality has requested assistance from County with respect to the following described Scope Of Services; and

WHEREAS, the County Commission has determined that it is in the public interest to provide the requested assistance.

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

1. County shall perform the following Scope Of Services:

Repair and re-pave existing parking lot at girl's softball field. Install 80 feet of 18 inch plastic pipe. Re-pave with a single G treatment then pave with 1 1/2 inch of stone seal.

2. Municipality shall perform the following Scope Of Services:

Supply 80 feet of 18 inch plastic pipe for installation.

3. Municipality shall pay the COUNTY the actual cost of the work described in paragraph 1 above within 30 days of invoice date. The COUNTY's estimate for the work is \$61,350.00. The actual cost may be more or less than the estimate.

4. Municipality and the Municipality representative signed below, certify by the execution of this Agreement that no part of the work performed by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever will be used by or used in any way whatsoever for the personal benefit of any official or member or employee of any Municipality whatsoever or family member of any of them, and any agency or subsidiary of Municipality; and further certify that neither the

Municipality nor any of its officials, members or 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 employee, in any manner whatsoever, to secure or obtain this Agreement, and further certify that, except as expressly set out in the Scope Of 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.

5. To the extent allowed by law Municipality shall indemnify and save harmless the County, its officials and employees from all suits, actions or any claims of any character and judgments in any way arising out of County's performance of this Agreement whether alleged in tort or in contract, including any injuries or damages received or sustained by any persons or property due to the performance of the Agreement including any neglect in safeguarding in the work or through use of unacceptable materials in the constructing of the work. This provision shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties have 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 PLEASANT GROVE

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

Aug-21-2007-1043

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and The McPherson Companies, Inc. to provide fuel and fuel services for FY08 in the amount of \$12,000,000.

CONTRACT NO. 210-07

FUEL AND FUEL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of October, 2007 by and between Jefferson County, Alabama, hereinafter called "the County", and THE McPHERSON COMPANIES, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2007.

WHEREAS, the County desires to contract for Fuel and Fuel Services for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said Fuel and Fuel Services to the County;

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to furnish fuel and perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Request for Proposal No.210-07, dated 4/9/07, the terms of which are included herein by reference.

The Contractor shall furnish fuel and provide all related services required under this Contract. The RFP and the Response of the McPHERSON COMPANIES constitute essential components of this Contract and are adopted herein by reference. Those two components and this CONTRACT Document constitute the entire agreement between the parties. The scope of Services are as follows:

Contractor shall provide consignment bulk fuel, a commercial retail fuel network, and other related Services as required by Jefferson County and members of the Purchasing Association of Central Alabama (PACA).

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to furnish fuel and provide related services to the Commission at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2010.

4. **COMPENSATION:** The Contractor shall be compensated by the Commission and PACA as follows:

\$0.188 (cents per gallon margin) for bulk fuel and retail/card lock fuel consignment for Jefferson County Commission and PACA.

\$2.75 per quart for engine add oil.

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

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

COOPER GREEN MERCY HOSPITAL GOVERNING BODY

Aug-21-2007-1044

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

Location:	Equipment	Model #	Serial #
Data Processing	Monitor	DS/N MX-06 D251-47741-31L-608G	71D126

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

Aug-21-2007-1045

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Cooper Green Mercy Hospital Advisory Board Minutes of May 24, 2007, and June 28, 2007, be and hereby is approved.

SUMMARY
ADVISORY BOARD MINUTES
May 24, 2007

1. Concentrating on formulating a plan to increase the Medicare volume
2. Close to finalizing the MRI contract.
3. Congressman Artur Davis is scheduled to hold a Town Hall meeting at Cooper Green on June 2 - 2 p.m.
4. Continue to work on the relocation of the Bessemer clinic facility to Midfield.
5. Jamie Sullivan has begun teaching a managers course in Hospital Education for all Managers.
6. Met with VIVA to discuss raising capitation amount.
7. Phase I of the renovation project is scheduled to be completed by March, 2008.
8. A four day JCAHO Mock Survey has been scheduled for August 14-17, 2007.
9. Continue to work with the Personnel Board staff to enhance recruitment efforts, especially with respect to RNs.
10. Human Resources Department also continues to work with a contractor to get in bilingual nurses.

SUMMARY
ADVISORY BOARD MINUTES
June 28, 2007

1. The Hospital is presently undergoing an audit by Warren Averett. This is an operational audit to ensure the guidelines and polices of Jefferson County are being followed.
2. The Hospital is in the middle of negotiating a contract for a collection agency.
3. The Hospital received the approval to hire a Physical Therapist.
4. The Pharmacy renovation will be completed in mid July.
5. The Hospital was audited by Astra-Zeneca, a drug company that contributes to our indigent drug program. We were 100% compliant.
6. The medical staff implemented a pilot project to improve the communication with pharmacy and physicians.
7. CMS has issued revised guidelines relating to what information must be provided to Medicare beneficiaries after being admitted to the hospital.
8. Outpatient Clinics and the ER are scheduled to move in July and August.

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

Aug-21-2007-1046

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Medical Center Hospice for Cooper Green Mercy Hospital to provide inpatient hospital services for Medical Center Hospice patients as may be required. This is a revenue agreement with reimbursement set at current Medicare hospice rates.

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

Aug-21-2007-1047

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Jefferson State Community College for Cooper Green Mercy Hospital to provide clinical education or Radiologic Technology students.

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

Aug-21-2007-1048

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Miles College - Department of Social Work for Cooper Green Mercy Hospital to provide clinical education for undergraduate Social Work students.

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

Aug-21-2007-1049

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Pikeville College - School of Osteopathic Medicine Program for Cooper Green Mercy Hospital to provide clinical education for Osteopathic medical students.

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

Aug-21-2007-1050

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Samford University - Ida V. Moffett School of Nursing for Cooper Green Mercy Hospital to provide clinical education for undergraduate and graduate nursing students.

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

Aug-21-2007-1051

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Samford University - School of Education for Cooper Green Mercy Hospital to provide clinical education for undergraduate psychology students.

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

Aug-21-2007-1052

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Tuskgee University - School of Nursing and Allied Health for Cooper Green Mercy Hospital to provide clinical education for undergraduate nursing students.

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

Aug-21-2007-1053

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Tuskgee University for Cooper Green Mercy Hospital to provide clinical education for Occupational Therapy Assistant students.

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

Aug-21-2007-1054

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Virginia College for Cooper Green Mercy Hospital to provide clinical education for Respiratory Therapy students.

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

Aug-21-2007-1055

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Virginia College for Cooper Green Mercy Hospital to provide clinical education for Diagnostic Medical Sonography students.

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

Aug-21-2007-1056

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham - Department of Physical Therapy for Cooper Green Mercy Hospital to provide clinical education for Physical Therapist students.

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

Aug-21-2007-1057

Whereas Jefferson Rehabilitation and Health Center (JRHC) is required to provide rehabilitation services for its residents and has contracted with Sundance Therapy Services for these services; and

Whereas the Personnel Board of Jefferson County requires that merit system employees be utilized for these services in place of contractors.

Now Therefore Be It Resolved by the Jefferson County Commission that JRHC and Human Resources are hereby authorized to initiate the procedures required in order establish and fill sufficient merit system positions in order to perform the necessary rehabilitation services at JRHC and to effect an orderly and efficient transition of such services from Sundance Therapy Services to JRHC.

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

Aug-21-2007-1058

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Symphony Diagnostic Services No. 1, Inc., a California corporation, d/b/a RADS/MobilexUSA to provide on-premises diagnostic EKG and x-ray services to residents and employees of Jefferson Rehabilitation and Health Center beginning August 1, 2007 and ending July 31, 2008 in an approximate amount of \$16,000 per year.

CONTRACT NO. 306-06A

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this 10th day of July, 2007 by and between Jefferson County, Alabama, hereinafter called "the County", and Symphony Diagnostic Services No. 1, Inc., a California corporation, d/b/a RADS/MobilexUSA, hereinafter called "the Contractor". The effective date of this agreement shall be August 1, 2007.

WHEREAS, the County desires to contract for mobile diagnostic EKG and XRay 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. 306-06, dated July 24, 2006, the terms of which are included herein by reference. The Contractor shall perform on-premises diagnostic EKG and x-ray services to the residents and employees of the Jefferson Rehabilitation & Health Center.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to assist the County effective December 1, 2006 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 September 30, 2007. 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:** The Contractor shall be reimbursed for the services specified under this Contract at the rate shown below:

Medicare Part A:	80% of the current technical Medicare Part B Fee Schedule
Managed Care & VA:	80% of the current global Medicare Part B Fee Schedule
EKG:	80% of the current technical Medicare Part B Fee Schedule
JRHC Employee EKG:	\$55.00 per exam (global)

Contractor will bill Medicare and all other payors directly for services rendered with the exception of Medicare Part A, Managed Care, VA, EKG and JRHC employee services. Contractor will directly invoice the Center for these services. Invoices shall be paid within 30 days of Center's receipt of invoice.

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

6. **NONDISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, 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 or caused these presents to be executed by their duly authorized representative.

CONTRACTOR	JEFFERSON COUNTY, ALABAMA
Randall Cartwright, Vice President	Bettye Fine Collins, President
RADSI Mobilex USA	Jefferson County Commission

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

Aug-21-2007-1059

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.

Alabama Department of Homeland Security Brantley Visioneering, Inc. Kenneth Clay

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

CONTRACTEE

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

Aug-21-2007-1060

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 Center Point. (Non-Departmental)

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

WITNESSETH:

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 obligations 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 upon completion and execution of this contract.
2. The County shall pay to the Contractee a lump sum payment of \$25,000 upon completion and execution of this contract.
3. The Contractee shall provide the following services:
 - a. Renovate the historic Scott home on Center Point Parkway in order to establish a library for the City of Center Point. The restoration should include new carpet, moving walls to configure the existing building into a functional library, making all room, including the restroom, ADA compliant and purchase furnishings.

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 Center Point

Tom Henderson, Mayor

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

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

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

WITNESSETH:

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

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

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 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. Purchase equipment for the basketball team and technology equipment, provide school bus expenses for field trips for students, after school tutoring and materials and supplies for Erwin High School.

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

Jefferson County Board of Education

Dr. Phil Hammond, Superintendent

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

Aug-21-2007-1062

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Amendment to Agreement between Jefferson County, Alabama and be and Kid One Transport System hereby is approved.

AMENDMENT TO AGREEMENT

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

The Agreement by and between Jefferson County, Alabama and Kid One Transport System approved by the Jefferson County Commission on July 24, 2007 (Minute Book: 154; Page Number: 87) is hereby amended as follows:

Amend Paragraph 2 as follows:

"The County shall pay to the Contractee \$10,000 to be paid as a lump sum upon execution of contract."

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

KID ONE TRANSPORT SYSTEM

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

Aug-21-2007-1063

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

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

WITNESSETH:

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

WHEREAS, the County recognizes that fire departments, are valuable resource of the County, for fire protection.

WHEREAS, the County Commission has determined that it is in the public interest for the Contractee upgrade their fire equipment in order to provide better fire protection to the citizens of Bagley.

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 hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$5,000 upon completion and execution of this contract.
3. The Contractee shall provide the following services:
 - a. Upgrade the main base station radio that dispatches fire fighters and overhaul the engine and provide chassis work on the tanker at the Bagley Volunteer Fire & Rescue.

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

Bagley Volunteer Fire and Rescue

Darryl Tavel, Fire Chief

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

Aug-21-2007-1064

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

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

WITNESSETH:

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

WHEREAS, the County recognizes volunteer fire department/districts as a valuable resource of the County, for fire protection.

WHEREAS, the County Commission has determined that it is in the public interest that they engage the Contractee to 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 hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$4,000 upon completion and execution of this contract.
3. The Contractee shall provide the following services:
 - a. Repair the asphalt drives in front of Station 2, located at 5175 Pinson Valley Parkway and Station 5, located at 5470 Chalkville Road.

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

Center Point Fire District

Chief Howard Summerford

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

Aug-21-2007-1065

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

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

WITNESSETH:

WHEREAS, the County recognizes that municipal beautification projects are valuable resources of the County; and

WHEREAS, the County recognizes that municipal projects designed to enhance and beautify communities constitute a resource of the County that generate substantial social and healthful activity and improves and enhances the quality of life in Jefferson County.

WHEREAS, the Commission has determined it is in the public interest for Center Point Civic Association, a nonprofit organization, to operate and maintain Center Point Civitan Park for public use by all citizenry at no cost.

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$3,000 upon execution of this contract.
3. The Contractee shall provide the following service:
 - a. Operate, maintain and improve the park facilities (replace outside fence and ground shrubs and paint parking lines) and provide for the increase in utilities at Center Point Civitan Park which is opened to all citizens of Jefferson County without cost.

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

Center Point Civic Association

Roger T. Hart, Chairman

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

Aug-21-2007-1066

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

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

WITNESSETH:

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

WHEREAS, the County recognizes that organizations providing programs to meet the needs for its inner city citizens and promoting cultural activities for its youth as resources of the County; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$50,000 upon execution of this contract.
3. The Contractee shall provide the following services in Jefferson County:
 - a. Purchase food, buy equipment and other kitchen related supplies for those who are in need of food through the Bread of Life Soup Kitchen and provide activities the will education children about the arts through weekly music lessons, field trips to cultural arts activities to include the symphony and ballet and exposing them to arts as they are invited to perform for the children.

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

Kid's Inc.

Daniel Cason, II, Executive Director

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

Aug-21-2007-1067

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

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

WITNESSETH:

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

WHEREAS, the County recognizes that economic revitalization is an important economic resource of the County, and

WHEREAS, the County recognizes that revitalization of buildings and communities fosters economic health and community pride by creating and maintaining jobs, strengthening the tax base, and enhancing a community's concern for its history, sense of place and quality of life, and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to provide consulting services 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 \$25,000 upon execution of this contract.
3. The Contractee shall provide the following consulting services:
 - a. Conduct programs to enhance the economic resources of the County by developing and administering the "Implementation Now! strategic plan program which promotes economic revitalization, creation and retention of jobs, increased property values, a strengthened tax base and fostering community pride.

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

Operation New Birmingham

Michael A. Calvert, President

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

Aug-21-2007-1068

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

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

WITNESSETH:

WHEREAS, the County recognizes services and organizations that serve the citizens of Jefferson County with physical disabilities as a valuable public service resource of the County; and

WHEREAS, Lakeshore Foundation was established to provide opportunities for people with physical disabilities to lead active, healthy lifestyles and participate in the life of our community; and

WHEREAS, the County has determined that it is in the best interest of the public 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, 200.
2. The County shall pay to the Contractee a lump sum payment of \$10,000 upon execution of this contract.
3. The Contractee shall appropriate the funds to the following:
 - a. As part of the Injured Military Initiative, provide ongoing daily programs and services (to include: fitness workouts and classes, swimming and aquatic exercise, recreation activities, competitive individual and team sports, fitness assessments, individualized strength and conditioning, and equipment adaptations to enable participation in sports and recreation) at no cost to Jefferson County residents who are U. S. Military veterans or active duty servicemen and women and have been injured in military conflict.

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

Lakeshore Foundation

Jeff Underwood, President

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

Aug-21-2007-1069

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

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

WITNESSETH:

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

WHEREAS, the County recognizes education of its citizenry as one of the most valuable resources of the County; and

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

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$10,000 upon execution of this contract.
3. The Contractee shall provide the following services in Jefferson County:
 - a. Provide funds for the Jefferson County literacy helpline and the tutor training program.

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

Literacy Council of Central Alabama

Jackie Wuska, President & Executive Director

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

Aug-21-2007-1070

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and March of Dimes Birth Defect Foundation - North Alabama Chapter. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "Count'), and the March of Dimes Birth Defect Foundation - North Alabama Chapter (hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the Commission has determined it is in the public interest that the March of Dimes organization promote preventing birth defects and infant mortality and healthful lifestyles and activities in the County for its citizen; and

WHEREAS, 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 \$10,000 upon execution of this contract.
3. The Contractee shall provide the following services in Jefferson County:

a. Provide research, community services, advocacy and education programs and activities to improve the health of babies by preventing birth defects and infant mortality for Jefferson County residents.

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

March of Dimes Birth Defect Foundation - North Alabama Chapter

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

Aug-21-2007-1071

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

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

WITNESSETH:

WHEREAS, the County Commission desires to develop and promote County resources and recognizes that its children are valuable resources; and

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

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to assist in the operation 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 \$10,000 upon execution of this contract
3. The Contractee shall provide the following services:
 - a. Use funds to defray the costs for citizens of Jefferson County to visit McWane Science Center.

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

McWane Center

Tim Ritchie, Executive Director

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

Aug-21-2007-1072

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

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

WITNESSETH:

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

WHEREAS, the County recognizes services designed to help children diagnosed with autism spectrum disorders and their families 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 \$10,000 to be paid as a lump sum upon execution of contract.
3. The Contractee shall provide the following services:
 - a. Provide the Early Learning Program which serves children ages 2 to 6 diagnosed with autism spectrum disorder, teaching them to learn side by side with their typically developing peers and to prepare these children for inclusion in their home school so that they can continue to learn and socialize with their non-disabled peers.

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

Mitchell's Place

Matthew Remick, Psy. D., Executive Director

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

Aug-21-2007-1073

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and National Veterans Day in Birmingham (hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes the focus of national and local attention upon people and organizations in Jefferson County results in positive advertisement and promotion of county resources; and

WHEREAS, participation of the National Veterans Day Organization in the Veterans Day ceremonies provide appropriate recognition to Jefferson County veterans and a positive image of the State of Alabama, County of Jefferson and the City of Birmingham to the United States of America.

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 total of \$10,000. Payment will made in a lump sum upon Commission approval and execution of this contract.
3. The Contractee shall provide the following services to the County:
 - a. Provide various activities for the observance of National Veterans Day in Jefferson County, including a parade, reception, awards dinner, drill and color guard competition, memorial service, World Peace Luncheon and seminars.

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
National Veterans Day in Birmingham
William M. Voigt, President

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

Aug-21-2007-1074

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

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

WITNESSETH:

WHEREAS, the County recognizes that its citizens 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 its citizens 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 \$5,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide one book a month for a year to 185 Jefferson County children between the ages of 0 - 5 through the Junior League's "All Aboard! Read with Me!" Imagination Library program.

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

Junior League of Birmingham

Leigh Hancock, President

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

Aug-21-2007-1075

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

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

WITNESSETH:

WHEREAS, the County recognizes its citizens 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 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 contract 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:
 - a. Purchase risers to raise the back rows of the Leeds Art Center theater which will allow those seated in those rows to see more clearly, allow more flexibility in the staging and broaden the choices in programs at the arts center.

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Leeds Art Council

Sandi Nicholson, President

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

Aug-21-2007-1076

WHEREAS, the Office of Senior Citizen Services has received a Notification of Grant Award from the State of Alabama - Department of Senior Services for the State Health Insurance Program (SHIP) for the period April 1, 2007 through March 31, 2008, in the amount of \$61,412.00.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept the grant in the amount of \$61,412 to cover contractual expense for the SHIP Program.

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

Aug-21-2007-1077

WHEREAS, the Office of Senior Citizen Services has received a grant award from the State of Alabama - Department of Senior Services for the Title V - Senior Community Services Employment Program for the period July 1, 2007 through June 30, 2008, in the amount of \$174,418 plus the Jefferson County match in the amount of \$19,380 for a total of \$193,798.

WHEREAS, the Office of Senior Citizens Services has the match amount in their budget and no additional funds are required.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept the grant in the amount of \$193,798 for Title V Senior Workers.

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

Thereupon the Commission Meeting was adjourned to meet Tuesday, August 28, 2007, at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk

