

STATE OF ALABAMA)

JEFFERSON COUNTY) December 4, 2007

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

District 1 George Bowman

District 2 Shelia Smoot

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Carns seconded by Commissioner Humphryes that the Minutes of November 27, 2007, be approved. Voting "Aye" Carns, Humphryes, Bowman, Collins and Smoot.

STAFF DEVELOPMENT

Multiple Staff Development

Family Court/8 Participants

Nick Boler	Birmingham, Alabama	\$15.00
Raquel Brown	Alabama Center for Law & Civic Education:	\$25.00
Damien Hillary	Cumberland School of Law Play by the Rules	\$15.00
Lakitia Hall-Wright	November 20, 2007	\$15.00
Veronica Johnson		\$15.00
Rodney Reese		\$15.00
Sheronda Sarhaan		\$25.00
Anna Wilkinson		\$25.00

Individual Staff Development

Daniel A. White	Environmental Services	Atlanta, Georgia Water Environmental Federation - Membrane Technology 2008 January 26-30, 2008	\$1,682.70
Sherri Friday	Probate Court	Tuscaloosa, Alabama Alabama Law Institute November 1-2, 2007	\$286.58

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

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

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

- ENVIRONMENTAL SERVICE VALLEY CREEK WWTP FROM W.H. THOMAS OIL COMPANY, CLANTON, AL, FOR OPEN CONTRACT PURCHASE ORDER FOR OILS & LUBRICANTS FOR THE PERIOD OF 3/1/07 TO 3/1/08.
SAP PURCHASE ORDER# 2000009823 \$30,000.00 TOTAL REFERENCE BID# 93-06
- VILLAGE CREEK PLANT FROM RODEN ELECTRICAL SUPPLY, BIRMINGHAM, AL, TO PURCHASE VWSTMENE SOFTWARE AND CABLES. SAP PURCHASE ORDER# 2000009812 \$5,676.25 TOTAL
REFERENCE SAP# 1000029690, 1000029686 & 1000029678
- COOPER GREEN MERCY HOSPITAL PHARMACY FROM DELL MARKET LP, ROUND ROCK, TX, TO PURCHASE 13 COMPUTERS. SAP PURCHASE ORDER# 2000009807 \$11,546.60 TOTAL REFERENCE BID# 81-07
REFERENCE SAP# 1000031025/1
- INFORMATION SERVICES TECH SERVICE DEPARTMENT FROM OFFICE MANAGEMENT SYSTEMS INC. D/B/A LOGISTA, BESSEMER, AL, TO ADD FUNDS TO PURCHASE ORDER FOR THE ANNUAL MAINTENANCE / SUPPORT

- FOR IBM SERVERS FOR THE PERIOD OF 10/1/07 9/30/08. SAP PURCHASE ORDER# 2000007235
 \$1,800.00 TOTAL REFERENCE BID# 317-07
 REFERENCE SAP# 1000020723/1, 1000020723/2 & 1000020723/3
5. KETONA HIGHWAY MAINTENANCE FROM SUPERIOR PRODUCTS, BIRMINGHAM, AL, FOR OPEN CONTRACT PURCHASE ORDER FOR SAND FOR THE PERIOD 4/1/07 TO 4/1/08. SAP PURCHASE ORDER# 2000009817
 \$10,000.00 TOTAL REFERENCE BID# 95-05
 6. FLEET MANAGEMENT FROM AUTO ELECTRIC & CARBURETOR, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS & REPAIRS FOR PERIOD 10/1/07 TO 10/1/09. SAP PURCHASE ORDER# 2000009840 \$5,000.00 TOTAL REFERENCE BID# 93-06
 7. HUMAN RESOURCES DEPARTMENT FROM PROFESSIONAL SERVICES EMPLOYERS TRUST, SALT LAKE CITY, UT, TO CHANGE ORDER TO ADD FUNDS TO PURCHASE ORDER 2000006858 FOR PROVIDING ADMINISTRATION SERVICES FOR LONG TERM DISABILITY INSURANCE FOR THE COUNTY'S EMPLOYEES.
 SAP PURCHASE ORDER# 2000006858 \$4,356.45 TOTAL
 8. ENVIRONMENTAL SERVICE VILLAGE CREEK FROM JIM HOUSE & ASSOCIATES, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER FOR REPAIR OF FLIGHT PUMPS FOR THE PERIOD OF 10/1/07 TO 10/1/08.
 SAP PURCHASE ORDER# 2000009959 \$20,000.00 TOTAL
 SAP PURCHASE ORDER# 2000009443 \$900,000.00 TOTAL REFERENCE BID# 139-07
 9. FAMILY COURT CLERK FROM PITNEY BOWES, BIRMINGHAM, AL, FOR POSTAGE STAMP FOR METER.
 SAP PURCHASE ORDER# 2000009955 \$60,000.00 TOTAL
 10. COOPER GREEN MERCY HOSPITAL / HR FROM BIRMINGHAM NEWS BIRMINGHAM, AL, FOR BIRMINGHAM NEWS ADVERTISING. SAP PURCHASE ORDER# 2000009932 \$7,000.00 TOTAL
 11. INFORMATION SERVICES ADMINISTRATION FROM XEROX CORPORATION, PHILADELPHIA, PA, FOR ANNUAL SUPPLIES RENEWAL FOR XEROX LASER PRINTER FOR THE PERIOD OF 10/1/07 TO 9/30/08.
 SAP PURCHASE ORDER# 2000009857 \$20,540.00 TOTAL REFERENCE BID# 373-06
 REFERENCE SAP# 1000035057/1, 1000035057/2 & 1000035057/3
 12. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM PHILIPS MEDICAL SYSTEMS, ATLANTA, GA, TO PAY INVOICE #93610573 FOR SERVICE REPAIR OF IE33 ECHOES SYSTEM. SAP PURCHASE ORDER# 20000010046
 \$5,522.15 TOTAL
 13. ENVIRONMENTAL SERVICES VILLAGE CREEK WWTP FROM ALLIED UNIVERSAL CORPORATION, MIAMI, FL, FOR SULFUR DIOXIDE. SAP PURCHASE ORDER# 2000009557 \$8,330.00 TOTAL REFERENCE BID# 14-08
 14. ENVIRONMENTAL SERVICES LEEDS WWTP FROM FISHER SCIENTIFIC, BIRMINGHAM, AL, FOR LAB SUPPLIES.
 SAP PURCHASE ORDER# 2000009465 \$5,600.00 TOTAL REFERENCE BID# 334-06
 15. ENVIRONMENTAL SERVICES VILLAGE CREEK WWTP FROM FISHER SCIENTIFIC, BIRMINGHAM, AL, FOR LAB SUPPLIES. SAP PURCHASE ORDER# 2000009465 \$20,000.00 TOTAL REFERENCE BID# 334-06
 16. COOPER GREEN MERCY HOSPITAL FROM TRANSFORMANCE TECHNOLOGY, SMRYNA, GA, TO CHANGE ORDER TO ADD FUNDS TO PURCHASE ORDER 2000002365 FOR PROVIDING DICTATION EQUIPMENT AT NO COST TO THE COUNTY AND TRANSCRIPTION SERVICES TO THE MEDICAL RECORDS DEPARTMENT.
 SAP PURCHASE ORDER# 2000002365 \$65,000.00 TOTAL
 CONTRACT APPROVED BY THE COMMISSION ON 9/13/05, IN MINUTE BOOK 149, PAGES 184-185.
 17. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM CARDINAL HEALTH, CHARLOTTE, NC, FOR MICROBIOLOGY SUPPLIES 07/08. SAP PURCHASE ORDER# 20000010070 \$6,000.00 TOTAL
 REFERENCE BID# 233-06
 18. FAMILY COURT BIRMINGHAM FROM GLENWOOD MENTAL HEALTH SERVICES, BIRMINGHAM, AL, TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PROVIDE GUN COURT PARENTING CLASSES.
 SAP PURCHASE ORDER# 2000002502 \$3,600.00 TOTAL REFERENCE BID# 362-06
 19. COOPER GREEN MERCY HOSPITAL QUALITY MANAGEMENT FROM ALABAMA QUALITY ASSURANCE FOUNDATION, BIRMINGHAM, AL, TO ADD FUNDS TO EXISTING PURCHASE ORDER.
 SAP PURCHASE ORDER# 200002145 \$15,100.00 TOTAL
 20. COOPER GREEN MERCY HOSPITAL (ST. GEORGE CLINIC) FROM MEREDITH ATWATER, BIRMINGHAM, AL, FOR NUTRITION COUNSELING SERVICES. SAP PURCHASE ORDER# 2000002536 \$20,380.00 TOTAL
 21. COOPER GREEN MERCY HOSPITAL ADMINSTRATION FROM JEFFERSON CLINIC, PC, BIRMINGHAM, AL, TO ADD FUNDS TO EXISTING PURCHASE ORDER. SAP PURCHASE ORDER# 2000002502 \$7,500.00

TOTAL

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

JEFFERSON COUNTY COMMISSION
 Finance Department
 Unusual Demands
 12/04/2007

Profit Center	Vendor # Name	Text	Business Area	Amount	Doc No
District 3	100027	ALA SOCIETY OF PROF LAND	Membership Renewal for E. Wayne Sullivan ASPLS	R&T: ADMINISTRATION 125.00	1900006399
District 3	100027	ALA SOCIETY OF PROF LAND	Membership Renewal for Alan Kent Dodd ASPLS	R&T: RIGHT OF WAY 125.00	1900006400
District 3	1000917	E WAYNE SULLIVANTravel	Reimbursement for E. wayne Sullivan	R&T: ADMINISTRATION	86.
					50
					190
					0005025
District 3	1001020	INTERNATIONAL RIGHT OF	Pay IRWA 2008 Membership Dues Inv. 112878 M Key	R&T: RIGHT OF WAY	220.00
					190
					0006402
District 3	1001020	INTERNATIONAL RIGHT OF	Pay IRWA 2008 Membership Dues Inv. 109558 Henderso	R&T: RIGHT OF WAY	220.00
District 3	1001020	INTERNATIONAL RIGHT OF	Pay IRWA 2008 Membership Dues Inv. 113485 A. Dodd	R&T: RIGHT OF WAY	220.00
District 3	1001020	INTERNATIONAL RIGHT OF	Pay IRWA 2008 Membership Dues Inv. 114227 K Watson	R&T: RIGHT OF WAY	138.75
District 3	1001020	INTERNATIONAL RIGHT OF	Pay IRWA 2008 Membership Dues Inv. 105443	R&T: RIGHT OF WAY	205.00
District 3	1001020	INTERNATIONAL RIGHT OF	Pay IRWA 2008 Membership Dues Inv. 109737 K. Harmo	R&T: RIGHT OF WAY	205.00
District 3	1001020	INTERNATIONAL RIGHT OF	Pay IRWA 2008 Membership Dues Inv. 112169 P. Turne	R&T: RIGHT OF WAY	205.00
District 3	1001020	INTERNATIONAL RIGHT OF	Pay IRWA 2008 Membership Dues Inv. 105809 L Webste	R&T: RIGHT OF WAY	205.00
District 3	1006163	COUNTRYWIDE HOME LOANS	Pay Tr 13 Heflin Ave Riderwood ROW Topics 7 Site 3	R&T: ADMINISTRATION	1,380.00
					190
					0006496
District 4	1000104	REGIONAL PLANNING COMMISSION	VOLUNTARY AIR QUALITY	FINANCE ADMIN	13,422.49
					190
					0006432
District 4	1000104	REGIONAL PLANNING COMMISSION	RIDESHARE PROGRAM	FINANCE ADMIN	7,030.00
District 4	1001840	GRESHAM SMITH & PARTNERS	RIDESHARE PROGRAM	FINANCE ADMIN	3,659.24
District 4	1002803	COX RADIO INC	VOLUNTARY AIR QUALITY	FINANCE ADMIN	1900006430
					884.00
					190
					0006438
District 4	1002803	COX RADIO INC	VOLUNTARY AIR QUALITY	FINANCE ADMIN	2,125.00
					190
					0006481
District 4	1002803	COX RADIO INC	VOLUNTARY AIR QUALITY	FINANCE ADMIN	2,278.00
					190
					0006482
District 4	1003078	TRO JUNG BRANNEN	Reimbursable expenses	GEN SVCS: ADMIN	84.87
District 4	1003629	CLEAR CHANNEL	VOLUNTARY AIR QUALITY	FINANCE ADMIN	260.00
					19
					00006469
District 4	1003629	CLEAR CHANNEL	VOLUNTARY AIR QUALITY	FINANCE ADMIN	2,754.00
					19
					00006470
District 4	1003629	CLEAR CHANNEL	VOLUNTARY AIR QUALITY	FINANCE ADMIN	1,521.50
					19
					00006471
District 4	1003629	CLEAR CHANNEL	VOLUNTARY AIR QUALITY	FINANCE ADMIN	2,412.30
					19
					00006472
District 4	1003629	CLEAR CHANNEL	VOLUNTARY AIR QUALITY	FINANCE ADMIN	1,810.50
					19
					00006473
District 4	1003629	CLEAR CHANNEL	VOLUNTARY AIR QUALITY	FINANCE ADMIN	128.62
					19
					00006474
District 4	1003629	CLEAR CHANNEL	VOLUNTARY AIR QUALITY	FINANCE ADMIN	153.00
					19
					00006475

District 4	1003629	CLEAR CHANNEL	VOLUNTARY AIR QUALITY	FINANCE ADMIN	1,487.50
					19
					00006476
District 4	1003629	CLEAR CHANNEL	VOLUNTARY AIR QUALITY	FINANCE ADMIN	12
					8.62
					19
					00006477
District 4	1003629	CLEAR CHANNEL	VOLUNTARY AIR QUALITY	FINANCE ADMIN	2,798.20
					19
					00006478
District 4	1003629	CLEAR CHANNEL	VOLUNTARY AIR QUALITY	FINANCE ADMIN	2,
					932.50
					19
					00006479
District 4	1003629	CLEAR CHANNEL	VOLUNTARY AIR QUALITY	FINANCE ADMIN	128.62
					19
					00006480
District 4	1003631	CHARTER MEDIA	VOLUNTARY AIR QUALITY	FINANCE ADMIN	3,
					439.03
					19
					00006448
District 4	1004708	KPI LATINO	VOLUNTARY AIR QUALITY	FINANCE ADMIN	1,
					768.00
					19
					00006444
District 4	1005118	CITADEL BROADCASTING CO	VOLUNTARY AIR QUALITY	FINANCE ADMIN	3,
					272.50
					19
					00006447
District 4	1005118	CITADEL BROADCASTING CO	INVOICE 97409	FINANCE ADMIN	2,142.00
					19
					00006464
District 4	1006081	VPSI INC REGIONAL	RIDESHARE PROGRAM	FINANCE ADMIN	25
					,662.12
					19
					00005000
District 4	1006491	WBRC TELEVISION CHANNEL 6	VOLUNTARY AIR QUALITY	FINANCE ADMIN	20
					,085.50
					19
					00006428
District 4	1006575	URS CORPORATION	RIDESHARE PROGRAM	FINANCE ADMIN	42
					,549.62
					19
					00006483
District 4	1006575	URS CORPORATION	RIDESHARE PROGRAM	FINANCE ADMIN	29
					,820.48
					19
					00006484
District 4	1006646	DR LARRY DOWNS	Self Assessment Examination	CGH: AMBUL CLINIC	800.00
					19
					00006095

District 4	1018605	WABM BIRMINGHAM	VOLUNTARY AIR QUALITY	FINANCE ADMIN	5, 193.50 19 00006452
District 4	1018645	WBMA ABC 33/40	VOLUNTARY AIR QUALITY	FINANCE ADMIN	42 5.00 19 00006467
District 4	1018645	WBMA ABC 33/40	VOLUNTARY AIR QUALITY	FINANCE ADMIN	36 ,813.50 19 00006468
District 4	1018993	WRATT FOUNDATION	VOLUNTARY AIR QUALITY	FINANCE ADMIN	1,345.05 19 00006449
District 4	1018994	POLICY EXCHANGE FOUNDATION	VOLUNTARY AIR QUALITY	FINANCE ADMIN	1,937.10 19 00006453
District 4	1019099	WVTM-TV	VOLUNTARY AIR QUALITY	FINANCE ADMIN	13 ,124.00 19 00006435
District 4	1019100	WIAT-TV	VOLUNTARY AIR QUALITY	FINANCE ADMIN	25 ,283.25 19 00006454
Joint Responsibility	1000194	GENERAL RETIREMENT SYSTEM	Military Conversion. Gen Retirement Donald Mason	SHER CORRECT-BIRM	4, 401.08 19 00006404
Joint Responsibility	1000411	THE NATL LAW JOURNAL	Annual Subscription	COUNTY ATTORNEY	21 9.00 19 00006329
Joint Responsibility	1003493	STATE OF ALA LEGISLATIVE	2007 Local Laws Index Supp	COUNTY ATTORNEY	12. 00 19 00006301
Joint Responsibility	1019337	THALIA DICKIE D/B/A	Sherika Townsend v. Jeffco	COUNTY ATTORNEY	125.90 19 00006299
Joint Responsibility	1019337	THALIA DICKIE D/B/A	Townsend v. Jeffco	COUNTY ATTORNEY	354.40 19 00006300
Joint Responsibility	1019352	BAIN & ASSOC	COURT REPORTING Nancy Williams v. BZA	COUNTY ATTORNEY	14 5.00 19 00006330
Joint Responsibility	1019352	BAIN & ASSOC	COURT REPRWater Works & Sewer Board v. Hon. Alan King	COUNTY ATTORNEY	72.50 19 00006331
Joint Responsibility	1019353	NATIONAL COURT REPORTING	Ronnie Evans v. Oliver Walker	COUNTY ATTORNEY	553.15

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

REQUEST FOR CERTIFICATION

Probate Court

Microphotographer

Environmental Services - Package Plants & Pump Stations

Senior Wastewater Treatment Plant Maintenance Worker

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

Communication was read from Budget & Management recommending the following:

A. BUDGET TRANSACTIONS

1. Information Technology \$15,000

Shift funds from data processing equipment maintenance to data processing equipment and supplies account to complete funding of the RSA SecurID program. No Additional Funds Required.

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

Dec-4-2007-1551

WHEREAS, Congress has appropriated funds for the Emergency Shelter Grant Program for fiscal year 2007; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Shelter Grant Program funds; and

WHEREAS, the Emergency Shelter Grant Program does allow entitlement local governments to contract with non-profit homeless agencies for the implementation of the program, in providing assistance to homeless individuals and families; and

WHEREAS, the Jefferson County Commission desires to enter into a contract agreement with Pathways (FESG07-03T-PATH) for an amount not to exceed \$17,500.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins, is hereby authorized, empowered and directed to execute a Federal Emergency Shelter Grant Program agreement between Jefferson County, Alabama and Pathways (FESG07-03T-PATH) for an amount not to exceed Seventeen Thousand Five Hundred and no/100 Dollars (\$17,500.00). The cost will be paid from Program Year 2007 federal funds.

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

Dec-4-2007-1552

WHEREAS, Congress has appropriated funds for the Emergency Shelter Grant Program for fiscal year 2007; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Shelter Grant Program funds; and

WHEREAS, the Emergency Shelter Grant Program does allow entitlement local governments to contract with non-profit homeless agencies for the implementation of the program, in providing assistance to homeless individuals and families; and

WHEREAS, the Jefferson County Commission desires to enter into a contract agreement with First Light (FESG07-03T-FLIT) for an amount not to exceed \$17,500.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins, is hereby authorized, empowered and directed to execute a Federal Emergency Shelter Grant Program agreement between Jefferson County, Alabama and First Light (FESG07-03T-FLIT) for an amount not to exceed Seventeen Thousand Five Hundred and no/100 Dollars (\$17,500.00). The cost will be paid from Program Year 2007 federal funds.

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

Dec-4-2007-1553

WHEREAS, Congress has appropriated funds for the Emergency Shelter Grant Program for fiscal year 2007; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Shelter Grant Program funds; and

WHEREAS, the Emergency Shelter Grant Program does allow entitlement local governments to contract with non-profit homeless agencies for the implementation of the program, in providing assistance to homeless individuals and families; and

WHEREAS, the Jefferson County Commission desires to enter into a contract agreement with Aletheia House (FESG07-03T-ALTH) for an amount not to exceed \$17,500.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins, is hereby authorized, empowered and directed to execute a Federal Emergency Shelter Grant Program agreement between Jefferson County, Alabama and Aletheia House (FESG07-03T-ALTH) for an amount not to exceed Seventeen Thousand Five Hundred and no/100 Dollars (\$17,500.00). The cost will be paid from Program Year 2007 federal funds.

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

Dec-4-2007-1554

WHEREAS, Congress has appropriated funds for the Emergency Shelter Grant Program for fiscal year 2007; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Shelter Grant Program funds; and

WHEREAS, the Emergency Shelter Grant Program does allow entitlement local governments to contract with non-profit homeless agencies for the implementation of the program, in providing assistance to homeless individuals and families; and

WHEREAS, the Jefferson County Commission desires to enter into a contract agreement with AIDS Alabama, Inc. (FESG07-03T-AIDS) for an amount not to exceed \$17,500.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins, is hereby authorized, empowered and directed to execute a Federal Emergency Shelter Grant Program agreement between Jefferson County, Alabama and AIDS Alabama, Inc. (FESG07-03T-AIDS) for an amount not to exceed Seventeen Thousand Five Hundred and no/100 Dollars (\$17,500.00). The cost will be paid from Program Year 2007 federal funds.

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

Dec-4-2007-1555

WHEREAS, Congress has appropriated funds for the Emergency Shelter Grant Program for fiscal year 2007; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Shelter Grant Program funds; and

WHEREAS, the Emergency Shelter Grant Program does allow entitlement local governments to contract with non-profit homeless agencies for the implementation of the program, in providing assistance to homeless individuals and families; and

WHEREAS, the Jefferson County Commission desires to enter into a contract agreement with YWCA (FESG07-03T-YWCA) for an amount not to exceed \$17,500.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins, is hereby authorized, empowered and directed to execute a Federal Emergency Shelter Grant Program agreement between Jefferson County, Alabama and YWCA (FESG07-03T-YWCA) for an amount not to exceed Seventeen Thousand Five Hundred and no/100 Dollars (\$17,500.00). The cost will be paid from Program Year 2007 federal funds.

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

Dec-4-2007-1556

WHEREAS, Jefferson County, Alabama has been designated as a recipient of Community Development Block Grant (CDBG) federal funds for the 2007-2008 program year; and

WHEREAS, Jefferson County Commission desires to enter into a Public Service contract agreement with Metropolitan Birmingham Services for the Homeless (MBSH) to pay staff salaries for the Homeless Management Information System for an amount not to exceed \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President Bettye Fine Collins is authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and MBSH (CD07-05-MBSH) for an amount not to exceed Five Thousand and no/100 Dollars (\$5,000.00). This Agreement is from Program Year 2007 federal funds.

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

Dec-4-2007-1557

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and Atlanta Building Maintenance, Inc. to extend janitorial services for the Workforce Development Building an additional two months - ending February 29, 2008, at a cost of \$2,500 which will be paid with federal funds.

AMENDMENT NO. 1

This will serve to amend the Agreement for janitorial services between Jefferson County, Alabama and Atlanta Building Maintenance, Inc., dated October 2, 2007, to extend the Agreement for an additional two months at a cost of \$2,500. This agreement will end on February 29, 2008, or sooner if a permanent agreement is put into place. All other provisions of the October 2, 2007 agreement remain applicable to this Amendment.

IN WITNESS WHEREFORE, the Parties have hereunto set their hands and seals.

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

CONTRACTOR

Kevin McCann, President

Atlanta Building Maintenance, Inc.

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

Dec-4-2007-1558

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Joint Funding Agreement with U.S. Geological Survey for the collection of streamflow data at 11 sites in Jefferson County, water temperature, dissolved oxygen, and specific conductance at 9 of those sites, and to provide data as per permit and related permit limits. The agreement period is for one year and in the amount of \$146,850.00.

Form 9-1366
(Oct. 2005)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

Customer #: AL005
Agreement #: 08E4AL249900038
Project #: 2499-0010A/00300
TIN #: 63-6001579
Fixed Cost No
Agreement Yes

FOR

Water Resources Investigations

THIS AGREEMENT is entered into as of the 1st day of October, 2007, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Jefferson County Commission, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a program to collect streamflow data at 11 stream gaging stations in Jefferson County and water temperature, specific conductance, and dissolved oxygen at 9 of those sites, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.

by the party of the first part during the period

(a) \$146,850.00 October 1, 2007 to September 30, 2008

by the party of the second part during the period

(b) \$146,850.00 October 1, 2007 to September 30, 2008

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey

Jefferson County Commission

United States Department of the Interior

USGS Point of Contact

Customer Point of Contact

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Name: Athena P. Clark

Name: Bettye Fine Collins

Title: Director

Title: President - Jefferson County Commission

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

Dec-4-2007-1559

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Change Order No. 1 to the agreement between Jefferson County, Alabama and Standard Roofing, for repair of the roof at the Center Point Multi-Services Facility, which decreases the contract amount by \$3,000.00 and will close-out the agreement.

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

COOPER GREEN MERCY HOSPITAL GOVERNING BODY

Dec-4-2007-1560

WHEREAS, THE ADMINISTRATION of Cooper Green Hospital has recommended the appointment of the following individuals to the medical staff of Cooper Green Hospital,

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby approves the appointment of the following individuals to the medical staff at Cooper Green Hospital.

BE IT FURTHER RESOLVED that Dr. Sandrell Hullett is hereby authorized to execute a Chief Executive Officer of Cooper Green Hospital the necessary application Approval List and any related documents as may be necessary to confirm the appointment.

BE IT FURTHER RESOLVED that the President of the Commission be authorized to execute the necessary Medical approval and related documents that may be necessary to confirm the appointment:

OCTOBER, 2007

MEDICAL STAFF (Initial Approval) APPLICATIONS

Internal Medicine Rick Player, MD, Chair

<u>Name</u>	<u>Speciality</u>
John Shuster, MD	Psychiatry
Myrtle Cantrell, P.A.	Emergency Medicine
Andrea Cherrington, MD	Internal Med
Julian Mahaganasan, MD	Emergency Medicine
Minh Huynh, MD	Emergency Medicine
Kirk Beeson, MD	Radiology
Richard Vanburgen, MD	Radiology
Stephanie B. Wallace, MD	Adolescent Medicine

MEDICAL STAFF

REAPPOINTMENT APPLICATIONS

OCTOBER, 2007

Internal Medicine Rick Player, MD, Chair

<u>Name</u>	<u>Specialty</u>	<u>Name</u>	<u>Specialty</u>
Donald Abele, MD	Emergency Med	Graciela Alarcon, MD	Rheumatology
Sharda Bajaj, MD	Radiology	Raymond Broughton MD	Emergency Medicine
Claude Ouimet, MD	Health Dept.	William Harrison, MD	Health Dept
Daniel Kyle, MD	Health Dept.		

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

Dec-4-2007-1561

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Thomas Houston to provide consultation for multi-media healthcare interventions, attend meetings of grant group, assist in intervention development and evaluation beginning December 2, 2006 and ending November 30, 2008 in the amount of \$12,000 (\$6,000 annually - grant funds).

PERSONAL SERVICE CONTRACT

WHEREAS, Jefferson County, Alabama, as a function of county government, operates the Jefferson Health System; and is the grantee of a grant from the Robert Wood Johnson Foundation for the project "CSI: Birmingham A Culturally Sensitive Intervention

Using Multi-Media Technology to Achieve Hypertension Control for Low-Income, Low-Literacy African Americans in Birmingham", Alabama grant number 59741; and

WHEREAS, Jefferson County, Alabama, d/b/a Cooper Green Hospital (hereinafter referred to as the "Hospital"), desires to contract for services and such services are reimbursable by said grant; and

WHEREAS, THE UNDERSIGNED, Thomas Houston, (hereinafter referred to as the "Contractee"), desires to furnish services to the Hospital.

NOW THEREFORE, in consideration of the above recitals stated and the conditions and terms set forth below, the parties hereto SPECIFICALLY AGREE as follows:

1. SCOPE OF SERVICES: The duties of the Contractee shall include but are not limited to providing consultation and advice on the use of multimedia health care interventions, attending meetings of the grant group and assisting in intervention development and evaluation. The contractee will provide a minimum of 100 hours per annum consulting time.
2. TERMS OF AGREEMENT: This agreement shall be effective December 1, 2006, and end on November 30, 2008. However, either party may cancel this contract with 30 days written notice.
3. COMPENSATION: The Hospital shall pay to Thomas Houston the sum of \$6,000 (six thousand dollars and no cents) per annum for each of two years, paid monthly upon receipt of invoice for services rendered.
4. 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.
5. NONDISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
6. 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.
7. GOVERNMENTAL REGULATIONS: The Contractor's obligations under this Contract are subject to all governmental laws and regulations federal, state and local.
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 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.
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.

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

Thomas Houston

Bettye Fine Collins, President
Jefferson County Commission

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

Dec-4-2007-1562

CASE NO. 20000004

WHEREAS, Act No. 91-193, Legislature of Alabama, authorized the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person on persons, firm, or corporation last assessing the property for state taxes, and all mortgages of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, property address and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailings; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereinafter file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

This structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated house located at 105 3rd Street, Jefferson County, Alabama, 35060 and which is located upon the following premises:

P.I.D. 21-14-2-3-19.000-RR

Said property was last assessed in the name of Ezzard C. Willoughby, Agent for the Heirs of Cecil Willoughby.

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

Dec-4-2007-1563

CASE NO. 20050017

WHEREAS, Act No. 91-193, Legislature of Alabama, authorized the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person on persons, firm, or corporation last assessing the property for state taxes, and all mortgages of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, property address and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailings; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereinafter file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

This structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated house located at 5500 Sycamore Street, Jefferson County, Alabama, 35119 and which is located upon the following premises:

P.I.D. 13-8-0-0-26.00-RR

Said property was last assessed in the name of Ronnie Lewis Biddle and Angela Carol Biddle.

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

Dec-4-2007-1564

CASE NO. 20070015

WHEREAS, Act No. 91-193, Legislature of Alabama, authorized the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person on persons, firm, or corporation last assessing the property for state taxes, and all mortgages of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, property address and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailings; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereinafter file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

This structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated house located at 107 6th Street, Jefferson County, Alabama, 35060 and which is located upon the following premises:

P.I.D. 21-14-2-6-15.000-RR

Said property was last assessed in the name of Gerri W. Robinson.

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

Dec-4-2007-1565

CASE NO. 20070017

WHEREAS, Act No. 91-193, Legislature of Alabama, authorized the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by Act; and

WHEREAS, after thorough study and consideration the Building Official has found and determined that the following identified structure situated in Jefferson County is unsafe to the extent of being a public nuisance and has given the person on persons, firm, or corporation last assessing the property for state taxes, and all mortgages of record, by certified or registered mail, to the address on file in the Tax Collector's Office, notice to remedy the unsafe or dangerous condition of such structure, or to demolish the same, within a reasonable time set out in said notice, which time was not less than 60 days, or suffer structure to be demolished by the County and the cost thereof assessed against the property; and, further, mailed such certified or registered mail notice, property address and postage prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailings; and

WHEREAS, the time specified in such notice and more than 60 days from the date such notice was given has passed without any written request for a hearing before the County Commission being filed.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION in accordance with the foregoing and the report of the Building Official as follows:

- (1) It is hereby determined that the hereinafter described structure is unsafe to the extent that it is a public nuisance.
- (2) It is hereby ordered that such structure be demolished either by use of County forces or by contract for such demolition.

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereinafter file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

BE IT FURTHER RESOLVED upon advice of the Clerk of said Court that no such appeal to the Circuit Court has been filed within said ten days, the Building Official shall be authorized to proceed with such demolition, all in accordance herewith and with said Act No. 91-193.

This structure which is the subject of this resolution and order is located and described as follows:

The remains of an abandoned and dilapidated house located at 510 6th Street, Jefferson County, Alabama, 35060 and which is located upon the following premises:

P.I.D. 21-14-3-13-6.000-RR

Said property was last assessed in the name of Jimmy E. And Christine W. Mathews.

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

Communication was read from Roads & Transportation recommended the following:

1. AT&T (BellSouth) to install 3,217' of buried cable on Mahaffey Road, from Bone Dry Road to Promise Trail in Kimberly.
2. Bessemer Water Service to install 400' of 2" water main on King Street, Davis Road and Ridge Lane.

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

Dec-4-2007-1566

WHEREAS, the County of Jefferson, Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on SR-269 (Birmingham Road) within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project No. BRF-0269(503) SR-269 Bridge Replacement at Short Creek.

WHEREAS, The Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, The Federal Highway Administration, an agency of the United States of America will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Commission of Jefferson County, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

Realignment of Birmingham Road	(Sheets 4 & 5)
On-Site Detour	(Sheet 8)
Please refer to: Project Notes	(Sheets 2D & 2E)
Please refer to: Sequence of Construction and Traffic Control Plans	(Sheets 30 - 36A)

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement

or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the National Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the County agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 4th day of December, 2007.

ATTEST

County Clerk

Betty Fine Collins

Commission President

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

Dec-4-2007-1567

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Training and Associates, Inc. to provide training classes at the 2007 Annual Safety Exposition in the amount of \$3,000.

PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this day of , by and between Jefferson County, Alabama, hereinafter called "the County", and, Training Associates, Inc., hereinafter called "the Contractor". The effective date of this agreement shall be October 31, 2007

WHEREAS, the County desires to contract for personal services for the Safety Exposition held by the Roads and Transportation Department, hereinafter called "EXPO"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor shall perform all necessary professional services provided under this Contract as required by the EXPO. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:
 - A. Provide Instructors and Materials for the following 1 hour classes:
 1. Defensive Driving
 2. Trench and Shoring Safety
 3. Work Zone Safety (i.e. road safety, flagging, etc.)

4. Small Equipment Safety (i.e. chainsaws, weed eaters, etc.)

5. Heat Illness/Back Injury

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional consulting services to the Roads and Transportation Department at any time after the effective date of this Contract. The completion date of all services under this Contract is October 31, 2007.

4. COMPENSATION: The Contractor shall be compensated for services rendered as follows:

\$3,000.00 for the completion and deliverance of training to be provided at the annual Safety Exposition on October 31, 2007

Total cost of the services is not to exceed \$3,000.00

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

JEFFERSON COUNTY, ALABAMA

Ed Rohrback, Director

Bettye Fine Collins, President

Training & Associates, Inc.

Jefferson County Commission

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

Dec-4-2007-1568

A RESOLUTION AUTHORIZING AN INCREASE IN THE COUNTY FLEET
BY PROVIDING ONE UNIT FOR USE BY THE BESSEMER DISTRICT ATTORNEY'S OFFICE.

WHEREAS, the Jefferson County Commission supports the need for the Bessemer District Attorney's Office within Jefferson County; and

WHEREAS, the Bessemer District Attorney's Office is requesting that one car be used by the department.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the fleet of the Bessemer District Attorney's Office be increased by the requested one unit and the Fleet Manager be and hereby is authorized to include this unit as part of that department's fleet.

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

Dec-4-2007-1569

WHEREAS, the Jefferson County Commission is informed that the Jefferson County Sheriff's Department has filled several deputy vacancies resulting in a need for vehicles and request that fifteen (15) of the patrol vehicles previously turned in to Fleet Management be returned to the Sheriff's Department.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the use by the Sheriff's Department of up to fifteen (15) turned in patrol vehicles is hereby approved; and which vehicles shall be returned to Jefferson County Fleet Management upon termination of their use by the Sheriff's Department. Said vehicles may not be used in exchange for new vehicles.

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

Dec-4-2007-1570

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to acknowledge the following agreement between City of Graysville, a municipal corporation organized under the laws of the State of Alabama, and Mike Hale, as Sheriff of Jefferson County, Alabama for enhanced law enforcement services beginning October 1, 2007 and ending September 30, 2008 in the amount of \$414,960 (revenue)

AGREEMENT FOR ENHANCED
LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by and between the City of Graysville, a municipal corporation organized under the laws of the State of Alabama, hereinafter referred to as the "City" and Mike Hale, as Sheriff of Jefferson County, Alabama, hereinafter referred to as the "Sheriff"(the City and the Sheriff are hereby sometimes referred to as the "Parties").

WITNESSETH:

WHEREAS, the City is desirous of receiving a high level of competent law enforcement service in conjunction and harmony with its fiscal policies of sound economical management; and

WHEREAS, the City has requested that the Sheriff furnish enhanced law enforcement protection to its inhabitants and citizens; and

WHEREAS, the City desires that the Sheriff furnish enhanced law enforcement protection on a scheduled basis and duly perform any and all necessary and appropriate functions, actions, and responsibilities for law enforcement within the City; and

WHEREAS, the City desires to retain its ability to determine whether enhanced law enforcement services shall be provided by a City police department, by agreement with another law enforcement agency, or otherwise; and

WHEREAS, this Agreement for provision of enhanced law enforcement services is not intended by the parties, nor shall it be interpreted to be, a transfer, consolidation, or merger within the meaning of those terms for constitutional or statutory purposes, for pension purposes, or for any other purpose whatsoever, and it is the intention of the parties that this Agreement shall at all times be interpreted to be in harmony with the intention of the parties that no transfer, consolidation, or merger shall be accomplished by the terms of this Agreement in any respect whatsoever, and the parties shall interpret and administer this Agreement to that end; and

WHEREAS, the Sheriff is an independent, constitutional officer of the State of Alabama; and

WHEREAS, it is further the desire of the City that responsibility for enhanced law enforcement within the City be performed by the Sheriff under the terms of this Agreement to the extent such activity is consistent with the law and with the City's municipal purposes; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the Agreement, the Parties hereto do covenant and agree as follows:

1. **PAYMENT BY CITY.** In consideration of the promises made herein by the Sheriff to the City, the City shall pay to the Office of Sheriff of Jefferson County the sum of \$414,960.00 annually. The total amount reflects the cost to the Sheriff of the anticipated provision of the services by five (5) deputy sheriffs and their necessary equipment and vehicles. Monthly payments in the amount of \$34,580.00 are due on or before the 15th day of each month so long as this Agreement remains in effect.
2. **PROVISION OF SERVICE BY THE SHERIFF.** The Sheriff agrees to enhance law enforcement services in the City of Graysville. He anticipates that there will be five (5) deputy sheriffs with patrol vehicles and equipment for a total of 40 hours per deputy for each week that this Agreement is in effect. The Sheriff anticipates that the deputy Sheriff will be present within the City limits in shifts of eight consecutive hours; provided, however, the shifts themselves may or may not be consecutive, as the Sheriff, in his best judgment, determines is appropriate to enhance law enforcement in the City, except under emergency circumstances when backup assistance may be required by other deputy sheriffs or municipal law enforcement officers. These services are to be completely paid for by the consideration paid by the City under the terms of this Agreement, which said consideration is completely separate and in addition to any and all ad valorem taxes and any other revenues paid by or received on behalf of the citizens represented by the City to the County. In recognition thereof, the Sheriff shall continue to have the obligation to provide normal services to the citizens of the City to the same degree that such services are provided to the rest of Jefferson County, and the City is not to be charged extra for those normal services.
3. **ENFORCEMENT OF LAWS.** The Sheriff shall enforce all state laws and county ordinances applicable within the City, and the ordinances of the City. The deputy sheriffs provided pursuant to this Agreement by the Sheriff will have a general familiarity with the code of ordinances of the City and the City will provide adequate copies of books of ordinances of the City for this purpose at no cost to the Sheriff.
4. **PROVISION OF SERVICES.** The Sheriff shall provide each deputy sheriff whom provides. service pursuant to this Agreement with a patrol vehicle and all other necessary or appropriate equipment. Deputy Sheriffs assigned to work by the Sheriff within the boundaries of the City shall operate out of the Forestdale Sheriff's Station. The responsibility of purchasing, maintaining, and repairing equipment used pursuant to this Agreement shall be borne by the Sheriff, though the amount of the increase in the enhancement of the Sheriff's budget per the terms of this Agreement may be used to cover this cost to the Sheriff.
5. **VEHICLES.** Title in and ownership of the vehicles purchased to perform enhanced law enforcement, and any equipment affixed thereto, shall be in the name of Jefferson County. Title in and ownership of any equipment purchased by the City for use by the Sheriff during the term of this Agreement shall be in the name of the City.
6. **TERM.** This Agreement shall take effect on October 1, 2007, and continue for a period of one (1) year until September 30, 2008, unless terminated in accord with the provisions hereof. Any party may terminate this Agreement without cause or further liability to the other, except as to the indemnification provided herein, upon written notice to the other parties to this Agreement, said written notice to be given not less than one hundred and eighty (180) days prior to the requested termination date. Said notice shall be deemed delivered when a copy is delivered to the other parties hereto and a receipt thereof signed by the other parties.
7. **PERSONNEL.** Nothing in this Agreement confers on anyone but the Sheriff the authority to be responsible for the hiring, training, assignment, discipline, and dismissal of deputy sheriffs performing services pursuant to this Agreement. The City does hereby reserve the right, and the Sheriff does hereby acquiesce in the City's right, to reasonably request that the Sheriff transfer such personnel who, in the determination of the City, fail to perform in a manner consistent with the standards contemplated herein. Such determination to transfer personnel shall be made at the sole discretion of the Sheriff.

8. **AUTHORITY TO ACT.** The City does hereby vest in each sworn officer of the Sheriff, who from time to time may be assigned under this Agreement, to the extent allowed by law, the police powers of the City which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the Sheriff hereby, for the limited purpose of giving official and lawful status and validity to the performance therefor by such sworn officers. Such sworn officers of the Sheriff are hereby vested with the power to enforce the ordinances of the City, to make arrests incident to the enforcement thereof, and to do such other things and perform such other acts as are necessary with respect thereto. The City shall adopt an ordinance adopting all state criminal statutes in effect as of the date of this Agreement and as subsequently amended by the Legislature.

9. **CITY LAW ENFORCEMENT POLICY.** The Sheriff shall confer with the City regarding law enforcement problems within the City and shall consider general policy direction from the City on how its services are delivered and to what area of the City a particular type or level of service should be delivered to counteract law enforcement problems within the City. In the event that a concern arises over the general policy direction of the City, the Sheriff will meet and confer with the City on policy matters regarding the delivery of such services and attempt to resolve any dispute or misunderstanding between them. The deputy sheriffs assigned pursuant to this Agreement shall, at all times, remain under the singular control of the Sheriff. They shall not be controlled by, nor shall they be under the authority of, the City. At no time shall the Sheriff or any of his deputy sheriffs be deemed to hold any municipal office of the City provided, however, nothing in this Agreement shall preclude the City from appointing its own chief of police and police officers.

10. **FINES AND FORFEITURES.** All fines and forfeitures rendered in any court as a result of charges made by the Sheriff within the City limits shall be distributed to the City as provided by the laws of the State of Alabama and the rules of the District and Circuit Courts.

11. **RECORDS.** The Sheriff shall maintain Uniform Crime Reporting records regarding crimes committed within the City, and these records shall include the number and type of crimes committed, the number of arrests made for each type of crime, and the age and sex of those arrested. The Sheriff shall provide a computer printout reflecting a summary of overall activity by event type to the City each month, and maintain a dispatch log with respect to calls for assistance. The dispatch log shall reflect the nature of the call, the time a call is received, the time a call is dispatched, the deputy sheriff's arrival time, the time the assignment is completed, and the geographical location of the incident.

12. **SOVEREIGN IMMUNITY.** The City and the Sheriff hereto agree that nothing contained herein shall in any way waive the sovereign immunity that any of them enjoy presently, separately or jointly, under the Constitution and statutes of the State of Alabama. The parties agree that the City's determination to obtain enhanced law enforcement services by contract is an exercise of the legislative planning function of the City and that at no time will the City exercise any operational control over the activities of any employee of the Sheriff, nor shall it perform or undertake any acts that are over and above a planning-level function with regard to the administration of this Agreement.

13. **LIAISON.** The Sheriff agrees to make available to the City a specific member or members of his supervisory staff (hereinafter referred to as "Liaison Officer") who shall be available twenty-four (24) hours per day to act as liaison between the City and the Sheriff. The Liaison Officer and the City shall meet and confer with each other on a regularly scheduled basis to discuss the administration of this Agreement. The Liaison Officer shall, upon request of the City, be present at City meetings for discussion of the provision of police services within the City, for budget preparation purposes, or for any other purpose as the City shall request from time to time. The Sheriff or the Liaison Officer shall be responsible for submitting appropriate staffing or information to the City as is necessary for it to conduct its business. Any request for the presence of the Sheriff or the Liaison Officer, or for the production of any information or staffing, shall be communicated solely through the Mayor.

14. **NO PLEDGE OF AD VALOREM TAXES.** The Parties acknowledge that this Agreement is not intended to constitute a general indebtedness of the City within the meaning of any constitutional, statutory, or charter provision or limitation, and it is expressly agreed by the Parties that the Sheriff shall not have the right to require or compel the exercise of ad valorem taxing power of the City, or taxation of any real or personal property therein, for the payment of any monetary obligations due under the terms of this Agreement. It is further agreed between the Parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of the City or any part thereof, and that the obligation for monetary payments called for and to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the budgetary discretion of the City.

15. **SUBSTATION LOCATIONS.** The City will provide to the Sheriff, at no cost to him, office space within the City, the location and size of which to be mutually agreed upon in the future, for the purpose of allowing deputy sheriffs assigned to the City to have office space available for their needs for the purpose of fulfilling the terms of this Agreement.

16. **SHERIFF'S STATUS.** Nothing in this Agreement shall be deemed to make the Sheriff or any of his deputy sheriffs an agent, servant, or employee of the City, or to otherwise diminish the power and authority vested in the Sheriff and his sworn officers, as officials of the State of Alabama.

17. **NOTICE.** Notice as required to be given hereunder shall be given to the following persons:

- A. The Sheriff of Jefferson County
2200 8th Avenue North

Birmingham, Alabama 35203

(205) 325-5700

B. The City of Graysville
Mayor and City Council
46 Main Street
Graysville, AL 35073

18. **THIRD PARTIES.** In no event shall the terms of this Agreement confer upon any third person, corporation, or entity, other than the Parties hereto, any right, cause of action, or damage claim against any of the Parties to this Agreement arising out of the performance of the obligations and responsibilities of the Parties herein or for any other reason.

19. **LIABILITY OF THE CITY AND SHERIFF.** The Sheriff will not defend or pay any judgment against the City arising out of any act or omission of the Sheriff or deputy sheriffs, the Sheriff's law enforcement personnel, or other employees of the Sheriff rendering services pursuant to this Agreement. The City will not defend or pay any judgment against the Sheriff or deputy sheriffs, whether in their official or individual capacity, said judgment arising out of any act or omission in the performance of this Agreement. The City shall maintain separate liability insurance. Lawsuits and claims against the Sheriff and deputy sheriffs that may be filed from time to time hereunder shall be handled by the Sheriff in accordance with normal procedures. Nothing contained herein shall be construed to limit or modify the laws of the State of Alabama as the same may apply to the City and the Sheriff.

20. **ENTIRE AGREEMENT.** This Agreement reflects the full and complete understanding of the Parties hereto and may be modified or amended only by a document in writing executed by all Parties hereto and executed with the same formality of this Agreement.

21. **NON-ASSIGNABILITY.** The Sheriff shall not assign or delegate the obligations, responsibilities, or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party without the express written consent of the City at a public meeting.

22. **SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be declared invalid or unenforceable, the same shall be severed from the Agreement, and the remainder of this Agreement shall continue in full force and effect.

23. **LEGAL AUTHORITY.** This Agreement shall be construed consistently with the constitutional and statutory limitations of the State of Alabama. The duties and responsibilities set forth in this Agreement to be performed by the Parties shall be performed in a manner that is constitutionally permissible and all portions of this Agreement shall be interpreted and administered by the Parties accordingly. This Agreement shall be interpreted and administered in such a manner that it will not constitute a transfer, merger, or consolidation as those terms are used in the Constitution of the State of Alabama or in any statute of the State of Alabama, and as is further set forth in the recitations of this Agreement.

The services which shall be rendered by the Sheriff to the City are included in an attachment hereto entitled, "Enhanced Law Enforcement."

IN WITNESS WHEREOF, the Parties to this Agreement have caused the same to be signed by their duly authorized representatives this 16th day of October, 2007.

ATTEST

JEFFERSON COUNTY SHERIFF
Mike Hale, Sheriff of Jefferson County

ATTEST

CITY OF GRAYSVILLE
Doug Brewer, Its Mayor
ACKNOWLEDGED BY
Bettye Fine Collins, President
Jefferson County Commission

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

Communications were read from the County Attorney's office and recommended the following:

Claim of Bradley Weaver of 2600 Vestavia Forest Terrace, Vestavia Hills, Alabama 35216, who claims that the County ruptured his water line on August 17, 2007, while working on a sanitary sewer manhole on his property. He repaired it at a cost of \$275.00 which

he claims plus reimbursement for his water bill in an unspecified amount. The Environmental Services Department along with Risk Manager Kenny Williams investigated this claim and discovered that manhole number 5010070, which is located on Mr. Weaver's property, was last worked on in 1998 when it was rehabilitated by Roland Pugh. No work has been done on this manhole since then by County forces. Therefore, the County is not responsible for Mr. Weaver's ruptured water line. It is recommend that Mr. Weaver's claim be denied.

Motion was made by Commissioner Humphries seconded by Commissioner Carns that the above claim be denied. Voting "Aye" Humphries, Carns, Bowman, Collins and Smoot.

Dec-4-2007-1571

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Laura Woodruff in the amount of Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Director of Finance is hereby directed to issue a check made payable to Laura Woodruff in the amount of \$2,500.00 and forward it to the County Attorney for disbursement.

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

Dec-4-2007-1572

WHEREAS, On November 21, 2007, George Fletcher Bowman was appointed by the Governor of the State of Alabama to fill the vacancy on the Jefferson County Commission occasioned by the resignation of the Commissioner of District One; and

WHEREAS, Alabama law requires the Jefferson County Commission to fix the amount of Commissioner Bowman's official bond in an amount not less than \$3,000.00.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Commission hereby fixes Commissioner Bowman's official bond at the amount of \$3,000.00.

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

Thereupon the Commission Meeting was adjourned to meet Tuesday, December 11, 2007, at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk