

STATE OF ALABAMA)

JEFFERSON COUNTY) June 26, 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 3 Bobby Humphries

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Humphries seconded by Commissioner Langford that the Minutes of June 19, 2007, be approved. Voting "Aye" Humphries, Langford, Carns and Collins.

Jun-26-2007-771

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

Whereas, Donald Brabston served as lieutenant commander on the battleship USS Alabama for two and a half years during World War II and received nine battle stars and Philippine Liberation Ribbons for that service; and

Whereas, Donald Brabston served as a managing partner of the Birmingham office of Ernst and Young, and placed second in the nation in 1947 on the CPA examination; and

Whereas, Donald Brabston served as president of the Central Alabama United Way three times - the only person to have done so - and was an Honorary Life Member and Trustee of the Central Alabama United Way, as well as a member of its Budget Committee for over forty years; and

Whereas, Donald Brabston was an Honorary Director for Life of the Salvation Army, served as its chairman, and was the recipient of its highest award for a lay individual, the William Booth Award; and

Whereas, In 2004, he was inducted into the Alabama Business Hall of Fame for his service to his profession, to business in Alabama, and to the quality of life in Alabama; and

Whereas, Donald Brabston served as a trustee and life trustee of Samford University for over twenty-five years, and was a member of its Executive and Investment Committees; and

Whereas, Donald Brabston was a life deacon and had served as chairman of the board of trustees, chairman of the board of deacons, and chairman of the Finance Committee (for over twenty-five years) at Mountain Brook Baptist Church as well as a director of the church's Endowment Trust.

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

Adopted by the Jefferson County Commission in Birmingham, Alabama, a copy of this resolution is spread upon the minutes of the Jefferson County Commission on this the 26th day of June, 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 Humphries seconded by Commissioner Langford that the above resolution be adopted. Voting "Aye" Humphries, Langford, Carns and Collins.

Jun-26-2007-772

Whereas, It is with the most profound sorrow and deep sense of loss that word was received of the lamentable deaths of nine Firefighters from Charlotte, South Carolina; and

Whereas, The Firefighters names are, Bradford Brad Baity, age 37 with 9 years of service, Captain Mike Benke, age 49 with 20 years service, Melvin Champaign, age 46 with 2 years service, James Earl Drayton, age 56 with 32 years service, Assistant Engineer Michael French age 27 with 1.5 years service, Captain William Billy Hutchinson, age 48 with 30 years service, Engineer Mark Kelsey, age 40 with 12.5 years service, Captain Louis Mulkey age 34 with 11.5 years service, and Brandon Thompson age 27 with 4 years service; and

Whereas, News reports state that after arriving to the scene of a sofa warehouse fire, these heroic firemen were inside combing the building for anyone who may have been trapped, when a large section of the store suddenly collapsed, burying the men inside; and

Whereas, These men will be remembered by family, friends, and fellow firemen for their dedication and commitment to the community in which they so proudly served, now therefore.

BE IT RESOLVED that even as we mourn these deaths, we give thanks for their lives, and their service in this noble profession.

ADOPTED by the Jefferson County Commission in Birmingham, Alabama, a copy of this resolution is spread upon the minutes of the Jefferson County Commission on this the 26th day of June, 2007.

Bettye Fine Collins, President

Jim Carns, Commissioner

Bobby Humphryes, Commissioner

Larry Langford, Commissioner

Shelia Smoot, Commissioner

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

A Public Hearing was held to receive comments on the application from American Land Development Corporation - Gary Thomas, President to vacate a road right-of-way (Nixon Road) in the Hopewell/Bessemer area. There being no comments, the Commission took the following action:

Jun-26-2007-773

WHEREAS, American Land Development Corporation are/is the owner(s) of the land abutting the following described road right-of-way, situated in Jefferson County, Alabama, to-wit:

DESCRIPTION OF PROPERTY TO BE VACATED:

The Right-of-Way of Nixon Road lying Northeasterly of Green Road and Southerly of Carnes Drive being situated in the NW ¼ of the NW ¼ of Section 27, Township 19 South, Range 4 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of said Section 27 and run in an Westerly direction along the North line for a distance of 15.68 feet to a point: thence turn a deflection angle of 122° 03' 21" and run Southeasterly a distance of 139.33 feet; thence turn a deflection angle of 06° 09' 09" to the left and run in a Southeasterly direction for a distance of 258.82 feet; thence turn a deflection angle of 89° 26' 37" to the left and run in a Northeasterly direction for a distance of 25.10 feet to THE POINT OF BEGINNING of a centerline of a 50 foot right of way being vacated; thence run along last described course for a distance of 185.33 feet to the point of commencement of a tangent curve to the left, said curve having a radius of 95.00 feet, a central angle of 102° 04' 06", and a chord distance of 147.73 feet; thence run Northeasterly, Northerly and Northwesterly along the arc of said curve for a distance of 169.24 feet to the end of said centerline herein described.

Less and except any part lying within the currently existing Right-of-Way of Green Road.

Less and except any part lying within the currently existing Right-of-Way of Carnes Drive.

WHEREAS, the above owner(s) are desirous of vacating said tract of land described above and requests that the assent of the County Commission of Jefferson County, Alabama, be given as required by law in such cases:

That after vacation of the above described tract of land located as above described, and all public rights and easements therein, convenient means of ingress and egress to and from the property will be afforded to all other property owners owning property in or near the

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that it assents and it does hereby assent to said, American Land Development Corporation tract of land as above described and that the above-described property be and the same is hereby vacated and annulled, and that all public rights and easements therein divested of the property; subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said area vacated subject to this provision. A check in the amount of \$100 has been received for administrative fees.

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

STAFF DEVELOPMENT

Multiple Staff Development

Jefferson Rehab & Health Center/2 Participants

Derrick Williams	Birmingham, Alabama	\$40.00
Carlette Smith	Keys to Running a Successful In-House Staff Development Program June 28, 2007	\$40.00

Roads & Transportation/2 Participants

Gregory M. Key	Gulf Shores, Alabama	\$484.84
Alan K. Dodd	IRWA Chapter 24 - 2007 Summer Conference July 26-28, 2007	\$484.84

Sheriff's Dept./2 Participants

David Agee	Birmingham, Alabama	\$225.00
Venita F. Edge	Child Sexual Abuse July 16-17, 2007	\$225.00

Individual Staff Development

Sakeena Ahmed	CGMH	Orlando, Florida Conference on Hypertension & Related Risk Factors in Ethnic Populations June 21-24, 2007	\$1,527.13
Jamie Sullivan	CGMH	Washington, D.C. Conference on Improving Access to Pharmaceutical & Ensuring Compliance with Federal & State Laws July 22-25, 2007	\$1,831.10
Tarvis A. Hulsey	Revenue	Perdido/Orange Beach, Alabama Assn. of Alabama Tax Administrators Annual Conference August 5-9, 2007	\$1,208.18
Alicia Buster	Sheriff Dept.	Tuscaloosa, Alabama Certified Governmental Accounting Technician June 6, 2007	\$125.00
Chester McClinton	Sheriff Dept.	Nashville, Tennessee Corrections Anti-Terrorism Training June 24-25, 2007	\$176.11
Cornelius Washington	Youth Detention	Philadelphia, Pennsylvania American Probation & Parole Assn. July 8-11, 2007	\$1,478.00
Tommy Rouse	Youth Detention	National Council of Juvenile & Family Court Judges July 22-25, 2007	\$1,537.00

Motion was made by Commissioner Langford seconded by Commissioner Humphries that the Staff Development be approved. Voting "Aye" Langford, Humphries, 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. Information Technology - Network from Dell Marketing LP, Atlanta, GA, for PCs with Vista OS for testing & training, \$26,07.95 total. Ref. Tag# 820207 Ref. Bid# 81-07
2. General Services from Acton Flooring, Birmingham, AL, for carpet replacement for Commissioner Langford's office, \$7,806 total.
Ref. Bid# 203-07
3. Birmingham & Bessemer Jails, Youth Detention, JRCH & Cooper Green from Flowers Baking Co. of Birmingham, Birmingham, AL for bread/rolls, \$160,000 total. Ref. Bid# 201-05
4. Birmingham & Bessemer Jails, Youth Detention, JRCH & Cooper Green from Paper & Chemical, Madison, AL for dietary disposables - Groups 1 & 2, \$45,000 total. Ref. Bid# 225-05
5. Birmingham & Bessemer Jails, Youth Detention, JRCH & Cooper Green from Sysco Foods of Central Alabama, Calera, AL for dietary disposables - Group 3 & 4, \$35,000 total. Ref. Bid# 225-05

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

REQUEST FOR CERTIFICATION

Tax Assessor - Bessemer

Administrative Assistant I

Roads & Transportation - Right of Way

Land Acquisition Agent

Senior Land Acquisition Agent

Roads & Transportation - Highway Engineering & Construction - Bridge Maint/Construction

Public Works Coordinator

Bridge Maintenance Crewleader - 2 positions

Bridge Maintenance/Construction Supervisor - 2 positions

Roads & Transportation - Hwy Maint. - Bessemer

Construction Equipment Operator - 4 positions

Roads & Transportation - Hwy Maint. - Ketona Division

Truck Driver - 2 positions

Construction Equipment Operator - 5 positions

Labor Supervisor

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

Voting "Aye" Langford, Carns, Collins and Humphries.

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Tax Assessor - Bessemer \$0

Add an Administrative Assistant I (Gr. 10) and delete a Laborer III position. Annual difference \$6,377.44. No Additional

- Funds Required.
2. Land Development \$0

Add a Principal Engineering Inspector (Gr. 22) and delete a Principal Engineering Technician (Gr. 22). No Additional Funds Required.

3. Probate Court \$75,000

Shift funds in overtime account. No Additional Funds Required.

4. Roads & Transportation \$315,655.53

Increase revenues to record reimbursement check from the City of Pleasant Grove for paving projects. Increase expenditures in plant mix - Bessemer Camp. No Additional Funds Required.

B. FOR INFORMATION ONLY

5. General Services \$7,900

Shift funds to purchase a paper folder for the Print Shop. No Additional Funds Required.

6. Emergency Management Agency \$5,803

Add purchasing memorandum to purchase chainsaws, blades and cannister fan. No Additional Funds Required.

7. Fleet Management \$8,000

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

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

Jun-26-2007-774

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Amendment No. 2 to the Agreement for Structural Engineering Services for the Valley Creek WWTP Influent Pump Station in an amount not to exceed \$200,000 between Jefferson County and Walter P. Moore and Associates, Inc. This Amendment provides for additional structural engineering design services for newly discovered defects in the Valley Creek WWTP Influent Pump Station and additional construction engineering services beyond that allotted in the original agreement. This Amendment shall make the total contract value for design and construction engineering services \$750,000.

AMENDMENT NO. 2

To the Agreement for Structural Engineering Services for the
Valley Creek WWTP Influent Pump Station Phase II Forensic Investigation

This document shall AMEND the scope of the original AGREEMENT identified as Structural Engineering Services for the Valley Creek WWTP Influent Pump Station Phase II Forensic Investigation dated September 5, 2006. WITNESS TO

WHEREAS, Walter P. Moore has served as the County's design engineer for the re-construction of the damaged Valley Creek Influent Pump Station, and

WHEREAS, additional structural defects were identified through the construction process and required additional structural design services not contemplated in the original Agreement or in the Amendment No. 1 with Walter P. Moore, and

WHEREAS, the repairs of the additional defects will extend the construction time and the lengthen the construction management and inspection services required of Walter P. Moore.

NOW, THEREFORE, the COUNTY and CONSULTANT hereby AMEND the AGREEMENT as follows:

I. **AMENDMENT TO SCOPE OF SERVICES**

The Consultant shall also furnish the structural engineering services more fully described in the March 8, 2007 proposal for additional services which is attached hereto

I. AMENDMENT TO SCHEDULE

The completion date for the contract shall be extended until January 1, 2008.

III. AMENDMENT TO FEE

The contract amount of \$550,000.00 shall be increased \$200,000 to a total amended maximum contract value of \$750,000.00 for the services described in this contract amendment and more fully detailed in the March 8, 2007 letter of Engineering Budget Status attached hereto.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the ____ day of _____, 2007.

Walter P. Moore and Associates, Inc.

Eric Green, Principal

RECOMMENDED:

JEFFERSON COUNTY COMMISSION

Robert Henderson

Bettye Fine Collins

Director of Environmental Services

President

ATTEST:

Minute Clerk

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

Jun-26-2007-775

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Amendment No. 1 to the Agreement for Professional Geotechnical Engineering and Construction Material Testing for the Valley Creek WWTP Influent Pump Station in an amount not to exceed \$120,000 between Jefferson County and Professional Service Industries, Inc. This Amendment provides for additional geotechnical engineering and material testing services related to newly discovered defects in the Valley Creek WWTP Influent Pump Station and additional construction engineering services beyond that allotted in the original agreement. This Amendment shall make the total contract value for engineering and material testing services \$490,000.

AMENDMENT NO. 1

To the Agreement for Geotechnical Engineering and Construction Material Testing
For Valley Creek WWTP Influent Pump Station

This document shall AMEND the scope of the original AGREEMENT identified as Geotechnical Engineering Evaluation and Construction Materials Testing Services for the Valley Creek WWTP Influent Pump Station dated August 1, 2006.

WITNESS TO

WHEREAS, Professional Service Industries has served as the County's consultant for material testing and professional geotechnical services for the re-construction of the damaged Valley Creek Influent Pump Station, and;

WHEREAS, additional services were requested by the County for structural steel fabrication shop inspections that were not requested in the original Agreement with Professional Service Industries, and;

WHEREAS, the additional repairs to the structure will extend the construction time and lengthen the materials testing

requirements and inspection services required of Professional Service Industries.

NOW, THEREFORE, the COUNTY and CONSULTANT hereby AMEND the AGREEMENT as follows:

I. AMENDMENT TO SCOPE OF SERVICES

The Consultant shall provide additional services more fully described in the April 12, 2007 proposal for additional services which is attached hereto

II. AMENDMENT TO SCHEDULE

The completion date for the contract shall be extended until January 1, 2008.

III. AMENDMENT TO FEE

The contract amount of \$370,000.00 shall be increased \$120,000.00 to a total amended maximum contract value of \$490,000.00 for the services described in this contract amendment and more fully detailed in the April 12, 2007 letter of Construction Materials Testing Budget Status attached hereto.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the ____ day of _____, 2007.

Professional Service Industries, Inc.

Michael J. McNeill, Department Manager

RECOMMENDED:

JEFFERSON COUNTY COMMISSION

Robert Henderson

Bettye Fine Collins

Director of Environmental Services

President

ATTEST:

Minute Clerk

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

Jun-26-2007-776

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Change Order No. 3 to Valley Creek WWTP Improvements, Phase, V, Influent Pump Station in an amount not to exceed \$4,689,193 between Jefferson County and Brasfield & Gorrie, LLC. This Change Order No. 3 is the result of the discovery of additional structural deficiencies caused by errors on the part of the original design engineer F.W. Dougherty and Associates, Inc found after the execution of Change Order No. 2. This Change Order No. 3 provides for additional structural repairs for the newly discovered defects and additional costs related to rock anchor installations beyond that allotted in Change Order No. 2. This Change Order No. 3 shall make the total contract value for the original construction and subsequent repair to the pump station \$ 83,609,176.88.

CHANGE ORDER NO. 3 TO
VALLEY CREEK WWTP IMPROVEMENTS, PHASE V, INFLUENT PUMP STATION
JOB NUMBER JL9307PS

This document shall AMEND the scope of the original CONTRACT identified as Valley Creek WWTP Improvements, Phase V, Influent Pump Station Job Number JL9307PS between Jefferson County, Alabama (County) and Brasfield & Gorrie, LLC (Contractor) dated November 28, 2000, amended April 26, 2005 (hereinafter Change Order No.1) and as amended June, 13, 2006 (hereinafter Change Order No.2) as follows.

WITNESS TO

WHEREAS, during the course of the structural repair work authorized by Change Order No. 2, additional structural defects were identified by the County s structural engineer, Walter P. Moore; and

WHEREAS, the cause of the additional defects were determined by Walter P. Moore to be the result of errors and omissions on the part of the original design engineer, F.W. Dougherty, and in no way the result of the construction work performed by Brasfield & Gorrie, LLC; and

WHEREAS, the structural defects impact the safety of the structure and require repair before the County can regain full

operational use of the structure thereby completing the last remaining Consent Decree mandated construction project; and

WHEREAS, rock conditions beneath the pump station floor slab were found to be more fissured and less competent than originally anticipated and resulted in additional corings and grout beyond that allotted in the Change Order No. 2 allowances for the installation of the required rock anchors.

NOW, THEREFORE, the COUNTY and CONTRACTOR hereby AMEND the CONTRACT as follows:

I. AMENDMENT TO SCOPE OF WORK

Amend Change Order No. 2, Exhibit A of as follows:

- The Contractor shall also furnish the services required for the construction of the following additional scope items - the costs of which are reflected in Attachment 1:
 - RFQ # 1, (Revised) Amendment 4, Structural Steel Reinforcing Elevation 455', as provided for in the June 7, 2007 quotation.
 - RFQ # 3, (Revised) Stairwell Modifications, as provided for in the June 7, 2007 quotation.
 - RFQ # 4 (Revised), Flume Beam Repair, as provided for in the June 7, 2007 quotation.
 - RFQ # 5, (Revised) Bridge Crane Corbel Strengthening, as provided for in the June 7, 2007 quotation.
 - RFQ # 6 (Revised), Permanent Groundwater Dewatering System, as provided for in the June 7, 2007 quotation.
 - RFQ # 7, (Revised) Tunnel Weir Plate Removal, as provided for in the June 7, 2007 quotation.
 - RFQ # 8, Grassing and Site Restoration, as provided for in the June 7, 2007, 2007 quotation.
 - Quotation (Revised) for Knee Bracing for Hollowcore Planks Elev. 420' ,Wet-Well dated May 11, 2007.
 - Quotation for Additional Concrete Patching RFI #85 as provided in the June 8, 2007 quotation.
 - Quotation for Bi-Monthly Schedule Updates as provided in the June 8, 2007 quotation
- The Contractor has furnished these services as Field Directives authorized by the construction phase engineer - the costs of which are reflected in Attachment 1:
 - FD #1 Purchase Pump/Material Thru 6/5/06
 - FD #2 Nicking/Cutting Rebar in Slab
 - FD #3 Repair Overhead Door
 - FD #4 Repair Bridge Crane 8/31/2006 to 9-3-2006
 - FD #5 Demolish Curb at Walkway-RFI #11
 - FD #6 Bridge Crane Repair-9/15/2006
 - FD #7 Wetwell Strengthening
 - FD #8 Dewatering Pump Repairs
 - FD #9 Bridge Crane Repair Thru 1/2/2007
 - FD #10 Dewatering Pump Replacement at Wells #3 & #4
 - FD #11 New Groundwater Pump in Well #5
 - FD #12 Groundwater Pump Relocation at Wells #14 & #19
 - FD #13 Groundwater Pump Repair at Well #22
 - FD #14 Groundwater Pump Relocation at Well #14
 - FD #15 Groundwater Pump Repair at Well #8
 - FD #16 Groundwater Pump Repair at Well #11
 - FD #17 Groundwater Pump Repair at Well #23 on 3/1/2007
 - FD #18 36 Plug Valve Substitution
 - FD #19 Wetwell Topping Slab Deletion Elev. 355 & 361.25
 - FD #20 Groundwater Pump Repair at Well #11 & #22
 - FD #21 - Additional Crack Injection
 - Rock Anchor Overruns
- The Contractor, at the request of the Owner, has provided credits for the following scope reductions - the costs of which are reflected in Attachment 1:
 - 120 Sluice Gate Deletion
 - Wetwell Overlay Strut Beam and Plinth Deletion
 - Strut Beam Demolition and Replacement
 - Elevator Maintenance & Repair
 - Rock Anchor Material Change
 - Deletion of three (3) Rock Anchors
 - Deletion of Overlay Slab Elevation 355 & 361.25

II. AMENDMENT TO CONSTRUCTION SCHEDULE

Amend Change Order No. 2, Exhibit A, Section 5, of as follows:

- Contractors construction schedule is attached as exhibit A-1. County agrees that this construction schedule represents Contractor s estimate that most, but not all, of the scope of work, including the work added by the Change Order #3, can be completed by December 31, 2007. In particular, Contractor agrees to use its best efforts so all wastewater pumps shall be tested and the station readied to accept wastewater prior to December 31, 2007. County acknowledges and agrees that Section 8 of Change Order No.2 and the exclusions and qualifications in Exhibit A of the Second Phase Work remains in full force and effect. County agrees that the Contractor is not responsible to reimburse County for any fines or damages incurred by County if some or all of the work to be performed by Contractor is not completed prior to December 31, 2007.
- Contractor shall provide the County monthly and mid-monthly updates to the construction schedule and shall immediately provide notification in writing if there is a delay to the schedule that would result in a Pump Station start-up date after December 31, 2007.

III. AMENDMENT TO PAYMENT FOR WORK

Amend Change Order No. 2, Item 5.4.1 as follows:

- By this change order No.3 the amount to be paid the Contractor by the County consistent with the provisions of the General Conditions is increased by \$4,689,193.00. Accounting for the Work Additions and Allowance Allocation is in accordance with Attachment 1.

IV. AMENDMENT TO PROJECT COORDINATION

Amend Change Order No. 2, Item 7 as follows:

- The owner has also hired Gary L. Owen and Associates to provide engineering design plans and specifications for the permanent groundwater system. Contractor will have no responsibility for the design work of Gary L. Owen and Associates.
- By this change order in Section 7 first paragraph after Jackson, Renfro & Associates. Add Gary L. Owen and Associates.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the ____ day of _____, 2007.

Contractor - Brasfield & Gorrie, LLC

Gary Harrington, Vice-President

RECOMMENDED:

JEFFERSON COUNTY COMMISSION

Robert Henderson

Betty Fine Collins

Director of Environmental Services

President

ATTEST:

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

Jun-26-2007-777

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Change Order No. 1 to the Village Creek Peak Flow WWTP Contract No. 8 - Operation and Equipment Repair Facilities Contract between Jefferson County and B.L. Harbert International, LLC. This Change Order reduces the contract value by \$50,175.26 and increases the contract time by 139 days.

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

Jun-26-2007-778

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request for compensation from Anne-Marie Adams, Jefferson County Circuit Clerk, for serving as Absentee Elections Manager for the Special Election on June 5, 2007, in the amount of \$9,200.00 (46 days @ \$200 per day), be and hereby is approved.

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

Jun-26-2007-779

WHEREAS, upon the recommendation of the Jefferson County Economic and Industrial Development Authority (JCEIDA) and after due consideration, the Jefferson County Commission determines that the combining of a 98 acre parcel owned by the City of Birmingham with a 4 acre parcel owned by Alamerica Bank would be in the public interest to hold for economic development opportunity; and

WHEREAS, the County Commission has determined that it is in the best interest of the County and its citizens for the Commission to provide the funds for acquisition of the 4 acre parcel; and

WHEREAS, JCEIDA purchased the 4 acres from Alamerica Bank at a total cost for the property and other acquisition costs in the amount of \$329,034.50 for which JCEIDA requests reimbursement.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that JCEIDA is due to be reimbursed in the amount of \$329,034.58 and the Finance Director is hereby directed to make the payment to the Jefferson County Economic and Industrial Development Authority, all in accordance herewith.

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

Jun-26-2007-780

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sum of \$2,536,245.00 is hereby appropriated for funding of contracts for the following non-departmental organizations, which contracts shall be submitted for Commission approval.

3D @ No. 11 Mining Camp	\$ 15,500.00	
Alabama Council on Economic Education	20,000.00	
Alabama Men's Hall of Fame	3,000.00	
Alabama Sports Foundation	30,000.00	
Alabama Sports Hall of Fame	150,000.00	
Association for Retarded Citizens, Inc. (ARC)	50,000.00	
Barber Vintage Motorsports Museum		200,000.00
Bessemer Cut-Off Advocacy	65,107.00	
Better Basics	13,326.00	
Birmingham African-American Arts & Heritage Festival	100,000.00	
Birmingham Cultural & Heritage Foundation (City Stages)	20,000.00	
Birmingham Museum of Art	25,000.00	
Birmingham Regional Emergency Medical Services System		30,000.00
Boys & Girls Clubs of Central Alabama	10,000.00	
Childcare Resources	50,000.00	
Children's Village	50,000.00	
Clastran	182,940.00	
Computer Help for Kids	25,000.00	
Crisis Center	5,000.00	
Daniel Cason Ministries	50,000.00	
Empowerment, Inc.	25,000.00	
Family Guidance Center of Alabama	5,000.00	
Freedom Rain, Inc. Lovelady Center		10,000.00
Friends of Rickwood	10,000.00	
A. G. Gaston Boys & Girls Club	40,000.00	

Gateway	8,098.00	
Grace House	80,000.00	
Greater Birmingham Humane Society	100,000.00	
GSBC Community Development Corporation	10,000.00	
Habitat for Humanity	10,000.00	
Hand in Paw	10,000.00	
Impact Family Counseling	30,000.00	
Jefferson/Blount/St. Clair Mental Health	250,000.00	
Jefferson County Committee on Economic Opportunity	46,374.00	
Jefferson County Soil & Water Conservation		40,000.00
Jimmie Hale Mission	20,776.00	
Junior League of Birmingham	5,000.00	
Susan B, Komen Breast Cancer Foundation	10,000.00	
Lakeshore Foundation	10,000.00	
Leeds Arts Council, Inc.	5,000.00	
Leeds Historical Society	6,000.00	
Literacy Council	10,000.00	
March of Dimes	10,000.00	
McWane Center	10,000.00	
Mitchell's Place	10,000.00	
National Veterans Day Parade	10,000.00	
Operation New Birmingham	25,000.00	
Operation New Birmingham Unity Breakfast	25,000.00	
Pathways	20,000.00	
Prescott House	100,000.00	
Regions Charity Classic	25,000.00	
Ruffner Mountain Nature Center	50,000.00	
South Regions Minority Business Council	20,000.00	
Southern Intercollegiate Athletic Conference	15,000.00	
Southwestern Athletic Conference	75,000.00	
Tannehill Ironworks State Park	60,000.00	
UAB Athletic Department	69,124.00	
United Cerebral Palsy	50,000.00	
Vulcan Park Foundation	100,000.00	
YMCA Western Area	20,000.00	
YWCA	5,000.00	
Youth Leadership Forum	<u>1,000.00</u>	

\$ 2,536,245.00

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

Jun-26-2007-781

BE IT RESOLVED by the Jefferson County Commission that the Finance Director is authorized to transfer \$1,025,491.31 from School Warrants (Fund 11), \$18,036,325.25 from Community Development (Fund 17), \$6,828,779.93 from Home Fund (Fund 62) to the General Fund (Fund 01) to rescind prior resolutions.

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

Jun-26-2007-782

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreements between Jefferson County, Alabama and the following Senior Citizen Centers * _____ to add the following requirement:

*

Positive Maturity - Contract #327-05
Positive Maturity - Contract #329-05

Positive Maturity - Contract #328-05
JCCEO - Smithfield - Contract #320-05

Muscoda Improvement Corporation - Contract #330-5
City of Warrior - Contract #386-05
New Hope Baptist Church - Contract #382-05

City of Leeds - Contract #380-05
St. John Baptist Life Center - Contract #385-05
JCCEO - St. Joseph - Contract #390-05
JCCEO - Hooper City - Contract #394-05
City of Hueytown - Contract #378-05
City of Morris - Mt. Olive Senior Center - Contract #339-05
City of Homewood Park & Recreation Board - Contract #323-05
Jefferson County Assisted Housing Corporation - Contract #338-05
City of Tarrant Park & Recreation Board - Contract #332-05
City of Clay - Contract #391-05

Titusville Development Corporation - Contract #334-05
New Hope Baptist Church - Contract #381-05
Trussville Park & Recreation Department - Contract #331-05
City of Brighton - Contract #335-05
City of Sylvan Springs - Contract #388-05
JCCEO - Midfield - Contract #389-05
City of Fairfield - Contract #337-05
City of Morris - Contract #325-05
Western Are YMCA - Contract #324-05
City of Gardendale - Contract #333-05
City of Fultondale - Contract #387-05
Bessemer Housing Authority - Contract #332-05

On Page 1, under A. NUTRITION, between the Congregate Meal and Holiday Schedule sections, add the following:

INELIGIBLE CONGREGATE MEAL

Effective 11-01-06, the Agency agrees to reimburse the County at the rate of \$2.54 per meal for meals deemed ineligible. A meal becomes ineligible when it is not served at the senior center to a person 60 years of age or older or the spouse of a person 60 years of age or older.

Contributions received at the senior center may not be used to reimburse the County for ineligible meals nor any federal funds found in this contract.

Using the Weekly Meal Report as verification of the distribution of meals received at the center, all meals recorded as ineligible will be invoiced to the Agency on a monthly basis. Payment should be made to the Jefferson County Office of Senior Citizens Services and remitted to 2601 Highland Avenue, Alabama 35205 Attn: Samantha Matthews.

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

Jun-26-2007-783

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: Charles Clecker, Land Development.

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

Jun-26-2007-784

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and American Appraisal Associates to evaluate and appraise wastewater treatment structures and infrastructures for insurance purchases and adds \$58,500 to agreement.

AMENDMENT NO.1

CONTRACT NO.192R-05

This Amendment to Contract entered into this 30th day of March, 2007, by and between Jefferson County, Alabama through the Human resources Department (hereinafter referred to as "The Jefferson County Commission") and American Appraisal 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, which was approved by the Jefferson County Commission on 7-18-06 and recorded in Minute Book 152 at Page(s) 373-375, is hereby amended as follows:

Item 2. Amend the "Scope of Services" paragraph by adding the following:

"Contractor to completely evaluate and appraise all the Wastewater Treatment Plant's structures and infrastructures that were not identified on the last property evaluation appraisal so that they can be adequately covered under the County's property insurance program." (See Attached Listing of Structures - on file in the Minute Clerk's office)

Item 4. Amend the "Compensation" paragraph by adding \$58,500.00 to cover the above additional work, changing the total amount of the Contract to read as follows:

FROM: \$97,250.00 TO: \$155,750.00

Jefferson County Commission

Betty Fine Collins, President

CONTRACTOR:

David Jones, Business Development Manager

American Appraisal Associates

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

Jun-26-2007-785

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of J. R. Richardson, to serve the unexpired term of Byron Watts on the Park West Association Board of Directors, beginning upon approval and ending September, 2007, be and hereby is approved.

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

Jun-26-2007-786

A RESOLUTION DECLARING I UNDERCOVER SHERIFF'S OFFICE VEHICLE SURPLUS AND
AUTHORIZING THE SHERIFF TO TRADE THIS VEHICLE FOR A NEW REPLACEMENT.
NO COUNTY FUNDS ARE REQUIRED.

WHEREAS, the Jefferson County Commission has established a fund, known as the Confiscated Funds, which receives its revenue from money awarded by the Court to Jefferson County to conduct drug/ undercover abatement programs through the Jefferson County Sheriff's Office, and

WHEREAS, the Jefferson County Sheriff's Office has previously purchased from these confiscated funds specialized vehicles for use in undercover related work, and

WHEREAS, one of these vehicles has exceeded its operability as an undercover vehicle.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that vehicle B996005 (1995 Ford F 150) be declared surplus and that the Jefferson County Sheriff be and hereby is authorized to trade said vehicle on the purchase, from confiscated funds, of 1 replacement vehicle for undercover enforcement.

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

Jun-26-2007-787

WHEREAS: Life affords no higher pleasure than that of surmounting difficulties, passing from one step of success to another, forming new wishes and seeing them gratified; and

WHEREAS: Mr. Vincent (Bo) Edward Jackson s passion for sports is only superseded by his love, dedication and commitment to helping youth; therefore he has made himself available to participate in golf charity events; and designating his proceeds for scholarships to the Holy Family Foundation, Incorporated; and

WHEREAS: Because of his strong moral values instilled by his mother; Bo has not forgotten his roots ; and continue to provide financial assistance to deserving youths; and

WHEREAS: Bo was honoree at the 1st Annual Scholarship Roast held on June 8, 2007 sponsored by the Holy Family Foundation, Incorporated; \$40,000.00 was raised and donated to the foundation; and

WHEREAS: The Jefferson County Commission wishes to commend Mr. Vincent Edward Jackson for his generosity for remembering the children of Jefferson County on behalf of the Holy Family Foundation, Incorporated.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that we extend sincere congratulations and best wishes to Mr. Vincent Edward Jackson for his many charitable acts.

SIGNED at the Jefferson County Courthouse in Birmingham, Alabama, this 26th day of June, Two Thousand and Seven.

Bettye Fine Collins, President

Bobby Humphryes, Commissioner

Larry P. Langford, Commissioner

Shelia Smoot, Commissioner

Jim Carns, Commissioner

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

Jun-26-2007-788

WHEREAS, as of Section 40-5-29, 1975 Code of Alabama, requires the Tax Collector to make his final reports of the uncollected balances of the 2006 personal property taxes showing the name of every insolvent tax payer from whom he has been unable to collect, the amount of state and county taxes due from him and an itemized report of the taxes still in litigation; and

WHEREAS, the office of Tax Collector has certified to the Commission that it has made diligent effort to collect such taxes and the Commission is satisfied therewith.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission hereby allows the Collector credit for such insolvent taxes as he has been unable to collect and for taxes remaining in litigation and credits him with all County taxes included therein and the President shall certify the same to the Comptroller for the State, which certification shall be reflected by the President's signature upon said Tax Collector's final report.

BE IT FURTHER RESOLVED that a copy of said final report shall be retained by the Minute Clerk.

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

Jun-26-2007-789

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

Abdul R. Jalloh, Jefferson Rehab & Health Center was granted a military leave of absence from August 5, 2006 until September 30, 2006, and the amount of pension contributions due Abdul R. Jalloh is \$309.88 plus the County matching contributions of \$309.88 for a total of \$619.76.

Ashanti McKinney, Sheriff's Department was granted a military leave of absence from December 7, 2003 until January 22, 2005 and from February 7, 2006 to August 19, 2006, and the amount of pension contributions due Ashanti McKinney is \$6,127.63 plus the County matching contributions of \$6,127.63 for a total of \$12,255.26.

Herman Bell, General Services was granted a military leave of absence from May 13, 2005 to October 13, 2006 and from November 14, 2006 to May 14, 2007, and the amount of pension contributions due Herman Bell is \$3,365.80 plus the County matching contributions of \$3,365.80 for a total of \$6,731.60.

Kenneth Bailey, Sheriff's Department was granted a military leave of absence from December 9, 2006 until December 23, 2006 and from February 7, 2006 to August 19, 2006, and the amount of pension contributions due Kenneth Bailey is \$75.98 plus the County matching contributions of \$75.98 for a total of \$151.96.

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

Jun-26-2007-790

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Mary Nalley in the amount of One Thousand Two Hundred and 00/100 (\$1,200.00) 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 Mary Nalley in the amount of \$1,200.00 and forward it to the County Attorney for disbursement.

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

Jun-26-2007-791

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Debra and Rick Coker in the amount of Five Thousand Eighty Eight and 21/100 (\$5,088.21) 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 Debra and Rick Coker in the amount of \$5,088.21 and forward it to the County Attorney for disbursement.

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

Jun-26-2007-792

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and I-Care Community Development Corporation (hereinafter called the "Contractee").

W I T N E S S E T H:

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

WHEREAS, the County recognizes that organizations who's mission is to prevent poverty and promote personal growth in the community by providing education, health and human services to the economically disadvantaged as resource 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 \$10,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide job training classes in computer skills to the economically disadvantaged citizens of the North Birmingham and Norwood communities as well as providing transportation to and from the classes and to potential job interviews.

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

I-Care Community Development Corporation

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

Jun-26-2007-793

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

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

W I T N E S S E T H:

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

WHEREAS, the County recognizes that quality education and exposure to educational, cultural and recreational 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 determines 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 \$7,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide at-risk students of nine Birmingham City public high schools with opportunities to participate in band and athletics which will motivate them to regularly attend class, maintain higher grade point averages and to graduate; provide newer and safer equipment for school s band, athletic and cheerleading programs; and continue to support and be a resource to help these at-risk students succeed including spearheading intern programs teaching life skills.

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Birmingham Athletic Partnership

Michael D. Vest, Executive Director

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

Jun-26-2007-794

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Alabama Press Association (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, cultural and recreational 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 determines that it is in the public interest to engage the Contractee to assist in the development and promotion of said County resources.

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$5,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Conduct the Newspaper in Education program (NIE) in schools located in Jefferson County by providing students with newspapers to use as educational resources (improving SAT scores and improves their reading and writing skills as well as enhances the life awareness skills) and teachers with curriculum and support materials.

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

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

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

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

Alabama Press Association Journalism Foundation, Inc.

Felicia Mason, Executive Director

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

Jun-26-2007-795

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 Bessemer. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and City of Bessemer (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 obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$2,500 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Conduct the 2007 Fund Day sponsored by the City of Bessemer - Park & Recreation Department scheduled for July 20, 2007 at Roosevelt Park.

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

City of Bessemer

Edward May, Mayor

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

Jun-26-2007-796

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 Brighton. (Non-Departmental)

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

W I T N E S S E T H:

WHEREAS, the County Commission recognizes that municipalities constitute a resource of the County that generates substantial social and healthful activity and improves and enhances the quality of life in Jefferson County; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$2,500 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Conduct the 2007 Fund Day tentatively scheduled for June 23, 2007 in the City of Brighton.

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 Brighton

Eddie E. Cooper, Mayor

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

Jun-26-2007-797

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Board of Registrars to change the following polling location, be and hereby is approved.

Precinct 5912 from Curry Elementary School (7900 8th Avenue North, Birmingham, Alabama 35206) to Calvary Resurrection Christian Church (8440 5th Avenue North, Birmingham, Alabama 35206) due to the school being closed.

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

Jun-26-2007-798

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the Payment Agreement Related to Affiliated Group Aggregate Cap Agreement and Affiliated Group Aggregate Cap Agreement between Jefferson County, Alabama (Cooper Green Mercy Hospital) and The Board of Trustees of The University of Alabama (UAB) on behalf of University Hospital to form an "affiliated group" per Medicare rules; to will enable CGMH and UAB to apply Medicare's FTE resident limit on an aggregate basis between the two hospitals, which will yield a financial benefit for Cooper Green Mercy Hospital.

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

The checks issued during the week beginning June 18,2007 and ending June 22, 2007 are as follows:

BEGINNING CHECK NUMBER

ENDING CHECK NUMBER

Thereupon the Commission Meeting was adjourned to meet Tuesday, July 2, 2007, at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk

END OF MINUTE BOOK 153