

STATE OF ALABAMA)

JEFFERSON COUNTY) July 10, 2007

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

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 July 3, 2007, be approved. Voting "Aye" Carns, Humphryes, Collins and Smoot.

A Public Hearing was held to receive comments on the liquor application submitted by Charles E. Hollis, Jr. There being no comments, the Commission took the following action:

Jul-10-2007-826

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Charles E. Hollis, Jr., d/b/a Charlie's Place located at 4657 Brent Cut-Off Road, Dora, AL 35062 for an on-premise Restaurant Retail Liquor License, be and hereby is approved.

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

STAFF DEVELOPMENT

Multiple Staff Development

Tax Collector/3 Participants

Grover Dunn	Orange Beach, Alabama	\$1,433.10
Wanda Stanley	Alabama Tax Administrators Assn. Annual Summer Confer.	\$1,199.68
Judy Hassell	August 7-9, 2007	

Individual Staff Development

Paige West	Tuscaloosa, Alabama	\$650.00
	MEPAP Second Edition Class Registration	
	July 9 - August 24, 2007	

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

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

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

1. Roads & Transportation - Bessemer and Ketona Highway District from Kirkpatrick Concrete, Inc., Birmingham, AL to extend contract for ready mix concrete for period 10/1/07 to 10/1/08. \$100,000 Estimated Annual Expenditure Ref. Bid #317-05
2. Roads & Transportation - Fleet Management from Genuine Parts Company/Napa, Birmingham, AL to extend contract for batteries-auto/truck for the period 10/1/07 to 10/1/08. \$50,000 Estimated Annual Expenditure Ref. Bid # 299-05

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

REQUEST FOR CERTIFICATION

Human Resources

Administrative Assistant II

Tax Assessor - Bessemer

Administrative Assistant IV

General Services - General Administration

Senior Accountant

Laborer I

General Services - Elections

Laborer I

General Services - Security

Senior Security Officer

General Services - Bessemer

Laborer I

General Services - Central Laundry

Sr. Maint. Repair Worker

Environmental Services - Five Mile Creek Maintenance Shop

Laborer III

Environmental Services - WWTP - Village Maintenance Shop

Wastewater Treatment Plant Maintenance Worker

Senior Wastewater Treatment Plant Maintenance Worker

Cooper Green Mercy Hospital - Ambulatory Clinic

Staff Nurse

Cooper Green Mercy Hospital - Emergency Room

Licensed Practical Nurse - 3 positions

Charge Nurse

Cooper Green Mercy Hospital - Physical Therapist

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

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 IV (Gr. 19) and delete an Administrative Assistant III (Gr. 16). Annual difference \$5,310.49. No Additional Funds Required.

2. General Services \$0

Add a Senior Accountant (Gr. 23) and delete an Administrative Coordinator (Gr. 22). Annual difference \$14,611.58. No Additional Funds Required.

3. Family Court \$18,000

Increase revenue and expenditures to set up grants from the Community Foundation of Greater Birmingham for the Bessemer Teen Court Program. No Additional Funds Required.

B. FOR INFORMATION ONLY

Sheriff's Department \$0

Add an Administrative Assistant I (Gr. 10.). Annual difference \$29,931.20. No Additional Funds Required.

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the Budget Amendments be approved. Voting "Aye"

Carns, Smoot, Collins and Humphries.

Jul-10-2007-827

Whereas, Jefferson County, through its Office of Community Development, will undertake various projects as part of its ongoing Community Development Block Grant programs; and

Whereas, the Jefferson County Office of Community Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

Whereas, only when no significant environmental impact, other than beneficial, is determined or anticipated to result from a project as a result of the Environmental Review, the Office of Community Development will submit a "Finding of No Significant Impact" to the President of the Jefferson County Commission for execution.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President is authorized and hereby directed to execute the Finding of No Significant Impact for the Lipscomb City Park Improvements Project (CD06-03F-B02M2-LCP).

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

Jul-10-2007-828

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed pursuant to making application to the U.S. Department of Housing and Urban Development for Community Development Block Grant funds; and

Whereas, the Jefferson County Office of Community Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

Whereas, only when the required and appropriate environmental review techniques processes have been completed will the Office of Community Development submit a Request for Release of Funds to the President of the Jefferson County Commission for execution; and

Whereas, the Chief Executive Officer of the jurisdiction submitting application for said funding is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by the applicant.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President Bettye Fine Collins is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development

(HUD) a "Request for Release of Funds Certification" and documents for the Lipscomb City Park Improvements Project (CD06-03F-B02M2-LCP) from the Community Development Block Grant Program.

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

Jul-10-2007-829

Whereas, Jefferson County, through its Office of Community Development, will undertake various projects as part of its ongoing Community Development Block Grant programs; and

Whereas, the Jefferson County Office of Community Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

Whereas, only when no significant environmental impact, other than beneficial, is determined or anticipated to result from a project as a result of the Environmental Review, the Office of Community Development will submit a "Finding of No Significant Impact" to the President of the Jefferson County Commission for execution.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President Bettye Fine Collins is authorized and hereby directed to execute the Finding of No Significant Impact for the Brighton Park Pavilion Project (CD06-03-B01M2-BRP).

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

Jul-10-2007-830

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed pursuant to making application to the U.S. Department of Housing and Urban Development for Community Development Block Grant funds; and

Whereas, the Jefferson County Office of Community Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

Whereas, only when the required and appropriate environmental review techniques processes have been completed will the Office of Community Development submit a Request for Release of Funds to the President of the Jefferson County Commission for execution; and

Whereas, the Chief Executive Officer of the jurisdiction submitting application for said funding is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by the applicant.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President Bettye Fine Collins is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the Brighton Park Pavilion Project (CD06-03-B01M2-BRP) from the Community Development Block Grant Program.

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

Jul-10-2007-831

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execution a WIA Dislocated Worker Agreement between Jefferson County, Alabama and Magic City Truck Driver Training to provide commercial truck driving training. This is a provider agreement and no funds are involved.

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

Jul-10-2007-832

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execution a WIA Adult Worker Agreement between Jefferson County, Alabama and Magic City Truck Driver Training to provide commercial truck driving training. This is a provider agreement and no funds are involved.

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

Jul-10-2007-833

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute a Memorandum of Understanding with the State Departments of Industrial Relations, Human Resources, Vocational Rehabilitation Services, and the Housing Authority, Jefferson State Community College, Lawson State Community College, the Regional Planning Commission of Greater Birmingham and the Jefferson County Committee for Economic Opportunity relating to the Jefferson County One-Stop Career Center System which is operated in compliance with the federal Workforce Investment Act.

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

Jul-10-2007-834

WHEREAS, Act No. 2007-466, passed in the 2007 Regular Session of the Legislature provided for an increase in expenditures in the form of additional expense allowances for several county officials; and

WHEREAS, Constitutional Amendment No. 474 provides that where a legislative act calls for additional expenditure but does not contain a funding source, the effective date of the act shall be the beginning of the next fiscal year following passage unless the County Commission shall approve the earlier effective date set out in the act.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that approval is hereby given for the effective date of the following act to be the date set out in the act as follows:

Act No. 2007-466, effective June 14, 2007.

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

Jul-10-2007-835

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

Whereas, Roy Fain Bragg, of Gardendale, passed away on Friday May 11, 2007 at the age of seventy-seven; and

Whereas, Mr. Bragg was raised in Pinehurst, Georgia, graduated from Georgia Southern College and after serving in the United States Air Force he obtained his M.A. in Education from the University of Alabama; and

Whereas, as an avid member of civic and services organizations,; member and past president of the Boys and Girls Club; President of the Jefferson County Schools Foundation; member and past president of the Jefferson County Board of Education; member of the Kiwanis Club; and member of the Monday Morning Quarterback Club; and

Whereas, Mr. Bragg's dedication to education was evidenced in the many scholarships awarded to graduates and his sponsorship of the Top Twenty Banquet held annually at Gardendale High School and the honor of having Bragg Middle School in Gardendale named after him; as well as countless awards and accolades which were bestowed on him ; and

Whereas, Mr. Bragg had a faith in God that sustained him throughout life and was as a Member of Dawson Memorial Church serving as Chairman of the Board of Deacons; and

Whereas, Mr. Bragg was also very involved in the real estate community serving as Chairman of J.H. Berry and Gilbert; member of the American Society of Real Estate Counselors; four-term Commissioner and past president of the Alabama Real Estate Commission; past president of the Birmingham Association of Realtors; past president of the Alabama Association of Realtors; and Realtor of the Year for Alabama.

Now, therefore, be it resolved that the Jefferson County Commission hereby mourns the loss of Roy Fain Bragg., and wishes his family God s peace, comfort and many precious memories to sustain them in the days ahead,

Signed, by the Jefferson County Commission at the Jefferson County Courthouse in Birmingham, Alabama, on this the 17th day of July, Two Thousand and Seven.

Bettye Fine Collins, President

Jim Carns, Commissioner

Bobby Humphryes, Commissioner

Larry Langford, Commissioner

Sheila Smoot, Commissioner

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

Jul-10-2007-836

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 Warren, Averett, Kimbrough & Marino, LLC to amend the Scope of Work to include an assessment of the SAP software implementation and Governmental Accounting Standards Board (GASB) 45 in an amount not expected to exceed \$70,000.

CONTRACT NO.107-07

AMENDMENT NO.1

This Amendment to Contract entered into this 25th day of June , 2007, by and between Jefferson County, Alabama (hereinafter referred to as "The Jefferson County Commission") and Warren, Averett, Kimbrough & Marino, LLC, (hereinafter referred to as the "Contractor").

W I T N E S S E T H:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties entered into on the 28th day of March, 2007, which is attached and made part of this amendment by reference, is hereby amended as follows:

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

"Contractor shall perform a high-level assessment of SAP software implementation project based on interviews of certain project team members and outside consultants. Contractor shall present findings and participate in subsequent status assessment meetings as requested by Jefferson County, Alabama."

"Contractor to assist Jefferson County, Alabama in their assessment and implementation of GASB 45 accounting requirements and corresponding funding policy with regard to post-retirement health care benefits provided to County employees. Contractor shall

participate in subsequent status meetings as requested by Jefferson County, Alabama."

Item 4. Amend the "Compensation" paragraph by adding the following:

"The estimated cost for performing the high-level SAP status assessment is largely dependent on the extent of followup meetings as requested by the County. The cost of the initial assessment and presentation of findings is expected to range from \$17,500 to \$22,500. Total cost is not expected to exceed \$50,000. Progress billings will be submitted monthly and will be based on the schedule of hourly rates below. Due to the nature of this project, most of the work will be performed by manager and member level personnel."

HOURLY RATES

Consulting Group Member (Partner)	\$270 - \$295
Consulting Group Manager	\$200 - \$210
Consulting Group Supervisor	\$150 - \$175
Consulting Group Senior/Staff Accountant	\$120 - \$140
Audit Member (Partner)	\$265 - \$310

"The estimated cost for performing the GASB 45 assessment is largely dependent on the extent of meetings as requested by the County. The cost is expected to range from \$5,000 to \$20,000 and is not expected to exceed \$20,000. Billings will be submitted monthly and will be based on the schedule of hourly rates below. Due to the nature of this project, most of the work will be performed by manager and member level personnel."

HOURLY RATES

Audit Member (Partner)	\$265 - \$310
Audit Manager	\$180 - \$195
Audit Supervisor	\$140 - \$175
Audit Senior	\$135 - \$140

Jefferson County Commission

Bettye Fine Collins, President

CONTRACTOR:

James A. Robertson, CPA

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

Jul-10-2007-837

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute a change order to the existing contract with BearingPoint which provides for payment to BearingPoint (by hourly rate of \$180 per hour) for hours actually worked on the Jefferson County SAP project by 16 BearingPoint employees during the two week delay to the go live date for the SAP project.

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

Jul-10-2007-838

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:

* (a) **City of Hoover Park & Recreation Board - Contract #326-05** (b) **City of Graysville - Contract #379-05**

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 Humphryes seconded by Commission Carns that the above resolution be adopted. Voting "Aye" Humphryes, Carns, Collins and Smoot.

Jul-10-2007-839

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 All Around Temps, Inc., d/b/a Darrell Walker WorkForce Systems to show that all departments using temporary staffing services must fill out a Request for Approval of Independent Contractor Services and submit to HR.

AMENDMENT NO.1
CONTRACT NO. 288-06

This Amendment to Contract entered into this 13th day of March, 2007, by and between Jefferson County, Alabama (hereinafter referred to as the "Jefferson County Commission") and All Around Temps d/b/a Darrell Walker WorkForce Systems (hereinafter referred to as the "Contractor").

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties entered into on the 1st day of December, 2006, which is attached and made part of this amendment by reference, is hereby amended as follows:

Under the second paragraph of the contract beginning, "Whereas, the County desires to contract ..." delete the words "for the various departments throughout the County..." and insert the following, "for the Human Resources Department ..."

Under paragraph 2 "Scope of Services" add the following:

...County Departments, desiring to use temporary employees, must fill out the Request for Approval of Independent Contractor Services form specifying why they need to use temporary employees in lieu of Merit System or Classified employees and submit it to the Human Resources Department. Human Resources will validate the need and monitor the temporary placement to ensure contract compliance.

For the purpose of monitoring this open contract, the Human Resources Department will request a monthly report from each department outlining the reason the contracts were activated, cost associated with the specific use and an explanation regarding immediate action taken to minimize this need in the future. The report will be submitted to the Personnel Board on a monthly basis.

Jefferson County Commission

Contractor

Bettye Fine Collins, President

Shelia Evans McCutcheon

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

Jul-10-2007-840

WHEREAS, on May 22, 2007, the Jefferson County Commission did approve and adopt a Resolution authorizing and directing the Director of the Department of Land Development to execute, in conjunction with the County's Comprehensive Planning program, a Zoning Compatibility Implementation Plan intended to resolve incompatibilities between the General Land Use Plan and the preexisting zoning of certain properties in Jefferson County; and

WHEREAS said Resolution specifically authorized the development of a new zoning district for use as an interim measure of

mitigating potential land use and zoning conflicts that may arise as a result of antiquated, nonapplicable or otherwise inappropriate zoning; and

WHEREAS the Jefferson County Planning & Zoning Commission, having given no less than fifteen (15) days notice by publication of the full text of such proposed new zoning district in a newspaper of general circulation in Jefferson County, has held a public hearing on said district; and

WHEREAS such Planning & Zoning Commission, following said public hearing, has recommended that the Jefferson County Commission amend the Zoning Resolution of Jefferson County, Alabama, to add the proposed new zoning district; and,

WHEREAS it is the practice of the Jefferson County Commission to also hold a public hearing on all proposed amendments to said Zoning Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Commission shall hold a public hearing for the purpose of receiving comments from interested or concerned persons regarding the addition of the proposed new C-U Current Use District to the Zoning Resolution of Jefferson County, Alabama, such hearing to be held as part of the Commission's regular meeting agenda beginning at 10:00 AM on Tuesday, July 17, 2007; and that the Department of Land Development shall provide all necessary public notification as may be required in conjunction with such hearing.

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

Jul-10-2007-841

WHEREAS, the Andrew Bennett, Director of Bessemer Parks and Recreation has requested that the Jefferson County Office of Land Development provide landscape architectural design services for a new walking track at Charles F. Hard Elementary School.

NOW THEREFORE BE IT RESOLVED, that the Office of Land Development is authorize to provide up to thirtytwo (32) man hours of landscape architectural design services to Bessemer Parks and Recreation for the development of walking track construction plans.

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

Jul-10-2007-842

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of BOBBY G. HUMPHRYES as its representative on the Jefferson County Emergency Management Agency ("EMA") Council.

Agreement with Distinctive AFWS Designs, Inc. to perform inspections and maintenance of the Automated Hazard Mitigation Information System in an amount not to exceed \$33,366.

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T (BellSouth) to install 443' of buried cable at 8782 Taylors Ferry Road in Toadvine.
2. Birmingham Water Works to install 14,460' of 8", 6" and 4" water main in Black Creek Subdivision in Fultondale.

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

Jul-10-2007-843

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Subdivision Surety Deposit Agreement between Jefferson County, Alabama and Savannah Ridge, LLC for roadway improvements.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Savannah Ridge, LLC
Developer
Savannah Village Subdivision
Project
Maintenance
Improvements
One Year
Completion Date
\$2,658.50
Deposit

This agreement is between Jefferson County, Alabama (the "County") and the Developer identified above ("Developer").

WITNESSETH:

WHEREAS, Developer is developer of the above project in Jefferson County, Alabama (the "Project"), and has not yet constructed and installed the above described Project improvements (the "Improvements"); and

WHEREAS, the Improvements must be completed to comply with the County's Subdivision Regulations; and

WHEREAS, the Improvements are scheduled and required to be completed before the above completion date (the "Completion Date"); and

WHEREAS, the County is amenable to signing the record plat map for the Project pending completion of the Improvements, if Developer deposits the above sum (the "Deposit") with the County to secure completion of the Improvements.

NOW THEREFORE in consideration of the premises, the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. Developer shall deposit the Deposit with the County to hold in the County's bank deposit account pursuant to this Deposit Agreement.
2. The County shall sign the record plat map for the Project upon receipt of the Deposit.
3. If the Improvements have not been completed on or before the Completion Date, the County shall be entitled to use the Deposit to complete the Improvements. If the proceeds of the Deposit exceed the amount required to complete the Improvements, the excess shall be refunded to Developer.
4. If the amount of the Deposit is insufficient to complete the Improvements, the County shall notify Developer of the amount of the deficiency (the "Deficiency") which sum shall be due and payable from Developer to the County within five business days after delivery or posting in the U. S. Mail of the notice to the following address:

Savannah Ridge, LLC
2086-A Valleydale Terrace
Birmingham, AL 35244-1792

5. If all of any part of the Deficiency remains unpaid on the sixth business day following delivery of the aforesaid notice, Developer hereby grants the County a Lien for such unpaid amount on all of the real property and interests in real property Developer owns at the site of the Project to secure the payment thereof.

6. If legal action by the County is performed in order to enforce any provision of this Deposit Agreement the Developer hereby agrees to pay the reasonable amount or value thereof and any costs and expenses.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the duly authorized representatives as below.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Savannah Ridge, LLC

Donnie Tucker, Manager/Member

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

Jul-10-2007-844

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: July 3, 2007
Purpose: Payment for acquired right-of-way: 0.01 acres (more or less)
Tract No. 17 - Heflin Avenue - TOPICS Phase VII Project No.: STPBH-9802(75)
Agent: Jim Miller
Price: \$590.00
Pay to the order of: Betty B. Robinson
Mailing Address: 1658 Roberta Lane
Birmingham, AL 35214
Fund #22-0000-52503-0000-70047-000
Check Delivery Code 5000

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

Jul-10-2007-845

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: July 3, 2007
Purpose: Payment for acquired temporary construction easement: 0.018 acres (more or less)
Tract No. 19 - Heflin Avenue - TOPICS Phase VII
Agent: Jim Miller
Price: \$500.00
Pay to the order of: Anita Yvette Nelems
Mailing Address: 1641 Riderwood Trail
Birmingham, AL 35214
Fund #22-0000-52503-0000-70047-000
Check Delivery Code 5000

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

Jul-10-2007-846

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: July 3, 2007
Purpose: Payment for acquired right-of-way: 0.07 acres (more or less)
0.01 acres (more or less) temporary construction easement
Tract No. 21 - Heflin Avenue - TOPICS Phase VII Project No.: STPBH-9802(75)
Agent: Jim Miller

Price: \$2,360.00
Pay to the order of: Melvin Ray Letson
Mailing Address: 1608 Yvonne Drive
Birmingham, AL 35214

Fund #22-0000-52503-0000-70047-000
Check Delivery Code 5000

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

Jul-10-2007-847

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: July 3, 2007
Purpose: Pay Michael L. Moon for Acquired Right-of-Way
0.05 acres (more or less)
Topics VII- Site 1 - Project No. STPBH-7165(001) - Tract No. 2
Mt. Olive Road (Newfound Road, Brookside Road Intersection) Alan Dodd - Agent

Price: \$2,178.00
Pay to the order of: Michael L. Moon
Mailing Address: 6254 Northridge Circle
Gardendale, AL 35071

Fund #22 0000 52503 0000 70047
Check Delivery Code 5000

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

Jul-10-2007-848

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: July 3, 2007
Purpose: Pay Beverly Burr for Acquired Right-of-Way Topics VII Site 1
0.01 acres (more or less)
Project No. STPBH-7165(001) - Tract No. 2-A
Mt. Olive Road (Newfound Road, Brookside Road Intersection) Alan Dodd - Agent

Price: \$500.00
Pay to the order of: Beverly Burr
Mailing Address: 3140 Mt. Olive Road
Mt. Olive, AL 35117

Fund #22 0000 52503 0000 70047
Check Delivery Code 5000

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

Jul-10-2007-849

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: July 3, 2007
Purpose: Pay M & K Properties - Michael L. Moon for Acquired Right-of-Way Topics VII Site 1
0.07 acres (more or less)
Project No. STPBH-7165(001) - Tract No. 4
Mt. Olive Road (Newfound Road, Brookside Road Intersection) Alan Dodd - Agent
Price: \$3,049.00
Pay to the order of: M & K Properties - Michael L. Moon, Managing Member
Mailing Address: 6254 Northridge Circle
Gardendale, AL 35071

Fund #22 0000 52503 0000 70047

Check Delivery Code 5000

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

Jul-10-2007-850

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

Joseph B. Cunningham, Roads & Transportation was granted a military leave of absence from June 9, 2006 until February 12, 2007, and the amount of pension contributions due Joseph B. Cunningham is \$1,672.20 plus the County matching contributions of \$1,672.20 for a total of \$3,344.40.

Kenneth L. Fells, Sheriff's Department was granted a military leave of absence from November 6, 2004 to February 5, 2005 and from March 8, 2005 to December 24, 2005, and the amount of pension contributions due Kenneth L. Fells is \$2,939.28 plus the County matching contributions of \$2,939.28 for a total of \$5,878.56.

Terrance Burr Bell, Sheriff's Department was granted a military leave of absence from August 9, 2005 to March 5, 2007, and the amount of pension contributions due Terrance Burr Bell is \$4,245.54 plus the County matching contributions of \$4,245.54 for a total of \$8,491.08.

Steven Casey Capleton, General Services was granted a military leave of absence from March 4, 2005 to May 14, 2007, and the amount of pension contributions due Steven Casey Capleton is \$4,706.61 plus the County matching contributions of \$4,706.61 for a total of \$9,413.22.

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

Jul-10-2007-851

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and Jefferson-Blount-St. Clair Mental Health/Mental Retardation Authority . (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Jefferson-Blount-St. Clair Mental Health/Mental Retardation Authority (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County recognizes that services that help maintain mental health of County residents are public service resources of the County; and

WHEREAS, the County recognizes Jefferson-Blount-St. Clair Mental Health/Mental Retardation Authority provides such public services.

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 mental health services to the County's citizens;

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

1. The term of this Agreement shall begin upon execution of this contract and end September 30, 2007.
2. a. The County shall pay to the Contractee an amount not to exceed \$125,000. Payments from the County to the Contractee will be based upon quarterly invoices submitted by the Contractee. The amount of each invoice shall be one fourth of the program grant funding amount apportioned to the County. The grant funding amount requested from the County shall be used to support the programs designated by the County in Section 3 below. The grant funding amount apportioned to the County shall be determined by adjusting the grand total of the Contractee's local funding requirements (federal contracts which require local funds plus program funding obligations to the Contractee's subcontractors) by the percentage of County residents served compared to the total number of clients served. The Contractee shall provide the County with photocopies of contracts which require local funds in order to document the amount of granted funds. A summary of the contracts which require local funding and photocopies of the local fund contracts are included with this Agreement as Appendix A. Documentation of the percentage of County residents served by local programs shall be supported by the residence identification process described in Section 3.a below. All invoices shall be properly approved by appropriate authorized Contractee officials prior to submission for payment. Payment will be mailed to JBS MH/MR Authority, 940 Montclair Road, Suite 200, Birmingham, Alabama, 35213.
- b. The County shall pay to the Alabama Department of Mental Health, MR Community Service Account an amount not to exceed \$125,000 in order to provide the State of Alabama and the Contractee local matching dollars required to draw down fee-for-service earned Federal Medicaid Home and Community Based waiver funds for persons with mental retardation. Payment will be mailed to Department of MHMR Finance Bureau, 100 North Union Street, Suite 568, P.O. Box 301410, Montgomery, AL 36130-1410, Attention: MR Community Services Account.
3. The Contractee shall provide the following services to the County:
 - a. The Contractee shall assure that each local service provider is completing a statistical reporting form for each person enrolled in local service programs in order to verify county of residence. Completion of these forms is required by program standards promulgated by the Alabama Department of Mental Health and Mental Retardation and the form is to be used by all local providers. The form used to collect this information and a report of Jefferson County residents served by local programs during the previous fiscal year are included with this Agreement as Appendix B. The previous fiscal year's count of service recipients will be used to establish the amount of grant funding apportioned to the County. The Contractee will collect service recipient counts from local providers during the period of this agreement. These counts will be used to determine the actual number of residents served, with the actual service level used to reconcile the County's appropriation with the program grant amounts allocated to the County. This reconciliation will be accomplished within 60 days following the ending date of this contract. Any amount of under service will result in a refund by the Contractee to the County. Over service will not result in additional payments by the county to the Contractee as this Agreement limits funding to \$250,000.
 - b. Maintain outpatient services for persons with mental illness which do not require inpatient services.
 - c. Maintain ongoing inpatient operations of the Western and Eastside Mental Health Centers.
 - d. Provide services in the community to the homeless and chronically mentally ill.
 - e. Crisis intervention.

f. Family Integrity Network Demonstration Project.

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

JEFFERSON BLOUNT ST. CLAIR MENTAL HEALTH/MENTAL RETARDATION AUTHORITY

Richard L. Craig, Ph.D., Executive Director

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

Jul-10-2007-852

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and The Heritage Center for Human and Community Development (hereinafter called the "Contractee").

W I T N E S S E T H:

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

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

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$10,000 upon execution of this contract.

3. The Contractee shall provide the following services in Jefferson County:

a. Conduct the Music Alternative Project which is a year long music technology program that allows disadvantaged, disaffected and atrisk young people ages 12 to 24 in Jefferson County to be exposed to the many facets of the recording industry, e.g., songwriting, recording engineering, artist development, music sales and marketing.

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

The Heritage Center for Human and Community Development

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

Jul-10-2007-853

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

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

W I T N E S S E T H:

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

WHEREAS, the County recognizes the Public Libraries of Jefferson County as a resource of the County; and

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

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

1. The term of this Agreement shall begin upon execution of contract and end September 30, 2008.
2. The County shall pay to the Contractee a lump sum payment of \$10,000 upon execution of contract.
3. The Contractee shall provide the following service:
 - a. Construct a new Vestavia Hills Public Library surrounded by trees, walking trails and natural streams. The library will be Alabama's first LEED (Leadership in Energy and Environmental Design) certified library, reflecting the values and priorities of the City of Vestavia Hills, the State of Alabama, and our nation by preserving natural resources in a realistic and cost-effective manner.

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Vestavia Hills Library Foundation

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

Jul-10-2007-854

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Town of Kimberly (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 obligations of the parties hereinafter set forth, the parties agree as follows:

1. The term of this agreement shall begin upon execution hereof and end September 30, 2007 upon completion and execution of this contract.

2. The County shall pay to the Contractee a lump sum payment of \$4,316 upon completion and execution of this contract.
3. The Contractee shall provide the following services:
 - a. Purchase six "Spring Riders" for the Kimberly Municipal 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

Town of Kimberly

Sammie E. Maze, Mayor

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

Jul-10-2007-855

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 Lipscomb. (Non-Departmental)

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

1. The term of this agreement shall begin upon execution hereof and end September 30, 2007 upon completion and execution of this contract.
2. The County shall pay to the Contractee a lump sum payment of \$2,500 upon completion and execution of this contract.
3. The Contractee shall provide the following services:

- a. Conduct the 2007 Lipscomb Family Fun Day scheduled for August 11, 2007.

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

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

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

City of Lipscomb

Simon Speights, Mayor

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

Jul-10-2007-856

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 Adamsville . (Non-Departmental)

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

W I T N E S S E T H:

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

WHEREAS, the County recognizes the Public Libraries of Jefferson County as a resource of the County; and

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

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

1. The term of this Agreement shall begin upon execution of contract and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$500 upon execution of contract
3. The Contractee shall provide the following service:

- a. Purchase the "America the Beautiful" series, a State book series for the public library in the City of Adamsville.

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

City of Adamsville

Terry Loggins, Mayor

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

Jul-10-2007-857

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 Journalism Foundation, Inc. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the Alabama Press Association Journalism Foundation, Inc. (hereinafter called the "Contractee").

W I T N E S S E T H:

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

WHEREAS, the County recognizes that quality education and exposure to educational 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 \$500 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Conduct the Newspaper in Education program (NIE) in the schools located in the Jefferson County by providing students with newspapers to use as educational resources (improving their 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

Bettye Fine Collins, President

Jefferson County Commission

Alabama Press Association Journalism Foundation, Inc

Felicia Mason, Executive Director

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

Request for Certification

Commission - District 5

Administrative Intern

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

Jul-10-2007-858

Whereas, it is with the most profound sorrow and deep sense of loss that word was received of the lamentable death of Michael Leslie Anderson on July 8, 2007; and

Whereas, Michael Leslie Anderson was born on July twenty-sixth, Nineteen Hundred and Fifty Five; and

Whereas, Mike Anderson was well respected and relied upon in his employment with Jefferson County Commission s Road & Transportation Department, being second in command at the Central Shop of Fleet Management. Mike began his tenure with Jefferson County on November 13, 1989 as a mechanic helper, then a mechanic, and ultimately promoted to Shop Superintendent; and

Whereas, as Shop Superintendent, Mike was very cost efficient and dedicated to performing the tasks necessary to ensure effective operations at Central and Bessemer Shops, his comedic side often surfaced providing those around him with laughter. He always exhibited a calm, laid back personality stating from time to time, The main thing to remember is don t get excited ; and

Whereas, Mike Anderson was a resident of Vestavia and, throughout his lifetime, he exhibited, both by word and deed, a fervent interest in life, with his family and others, and through his endeavors he exerted a profound influence on all of their lives; and

Whereas, left to cherish the memory of Mr. Michael Leslie Anderson are his loving wife, Vivian, and their two children, Leslie and Michael.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in Birmingham, Alabama that even as we mourn his death, we give thanks for the blessing of Mike Anderson s life and extend deepest sympathy to his family, for whom a copy of this resolution is provided with our sincere condolence.

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 10th day of July, 2007.

Betty 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 Smoot.

Thereupon the Commission Meeting was adjourned to meet Tuesday, July 17, 2007, at 10:00 a.m. in Commission Chambers.

President

ATTEST:

Minute Clerk