

STATE OF ALABAMA)

JEFFERSON COUNTY) July 31, 2007

The Commission met in regular session at the Birmingham Courthouse, Jim Carns, President Pro Tem, presiding and the following members present:

District 1 Larry Langford

District 2 Shelia Smoot

District 3 Bobby Humphryes

District 5 Jim Carns

Motion was made by Commissioner Smoot seconded by Commissioner Humphryes that the Minutes of July 24, 2007, be approved. Voting "Aye" Smoot, Humphryes, Carns and Langford.

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STAFF DEVELOPMENT

Multiple Staff Development

Commission/2 Participants

Bettye Fine Collins	Orange Beach, Alabama	\$1,398.31
Chris L. Cook	Association of County Commissions of Alabama August 19-26, 2007	\$1,401.81

Board of Equalization/3 Participants

Richard M. Callahan	Orange Beach, Alabama	\$770.68
Robert A. Rogers	AAAO Conference	\$987.81
Don McAllister	August 12-17, 2007	\$1,398.14

Sheriff's Department/3 Participants

William Schuelly	Huntsville, Alabama	\$246.54
Brian Burton	Drug Investigation for Uniform Patrol Officer	\$255.50
Jude X. Washington	August 2, 2007	\$255.50

Tax Assessor/4 Participants

Remeca Williams	Gulf Shores, Alabama	\$746.67
Amanda Cooper	AAAO Conference & Training	\$761.68
Betty J. Shirley	August 12-17, 2007	\$540.85
Linda R. Terry		\$1,225.75

Individual Staff Development

Donald Marks, M.D.	CGMH	Chicago, Illinois	\$2,823.37
		Human Brain Mapping Conference	
		June 9-15, 2007	

Emma Ann Heard	CGMH	St. Louis, Missouri	\$2,090.30
		American Assn. of Diabetes Educators	
		July 31 - August 5, 2007	

Andrew Douglas	HR	Birmingham, Alabama	\$319.00
		Seminar on Family & Medical Leave Act	
		August 22, 2007	

Cynthia Vines Butler	Probate Court	Tuscaloosa, Alabama	\$175.00
		Probate Training - Commitments	
		September 6-10, 2007	

Robert D. Shaw	Roads & Trans	Birmingham, Alabama	\$100.00
		Auburn University Engineering Continuing Studies	
		August 24, 2007	

Felicia Rucker	Sheriff's Dept.	Birmingham, Alabama	\$295.00
		Equivocal Death & Cold Case Homicide	
		July 30 - August 1, 2007	

Alicia Buster	Sheriff's Dept.	Tuscaloosa, Alabama	\$125.00\
		GFOAA Certified Governmental Accounting Technician	
		August 22, 2007	

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

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. General Services from Standard Roofing, Birmingham, AL for Center Point Courthouse roof repair, \$35,340 - total. Ref. Bid # 261-07
2. Sheriff's Department - Birmingham from McCain Uniforms, Birmingham, AL to add funds to pay outstanding invoices - \$30,000 - total. Ref. SAP PO# 2000000253

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

JEFFERSON COUNTY COMMISSION  
Finance Department  
Unusual Demands  
July 31, 2007

Vendor Number	Vendor	Description	Department	Amount
JOINT RESPONSIBILITY				
01	1000193	Jefferson County Treasurer	Petty Cash	Tax Assessor 67.74
02	1000193	Jefferson County Treasurer	Petty Cash	Sheriffs Office 259.76
03	1000193	Jefferson County Treasurer	Petty Cash	Sheriffs Office 147.96
04	1000358	Marshall & Swift	Residential Cost Handbook	Board of Equalization 1615.70
05	1000399	National News Distributors	Subscription	Treasurer's Office 125.00
06	1000832	Don McAllister	Local Mileage	Board of Equalization 127.58
07	1001227	Consumer Reports	Subscription	Treasurer's Office 26.00
08	1004818	Carla Thomas	Tuition Reimbursement	Board of Equalization 510.00
ROADS & TRANSPORTATION				
09	1003788	SMW Engineering Group	Flood Migration	Land Development 5700.00
10	1018332	P Wayne Thorn	Security Deposit for CV20011506	Land Development 400.00
ENVIRONMENTAL SERVICES				
11	1000193	Jefferson County Treasurer	Petty Cash	Environmental Services 237.37
12	1000193	Jefferson County Treasurer	Petty Cash	Environmental Services 95.59
13	1000193	Jefferson County Treasurer	Petty Cash	Environmental Services 13.99
14	1000193	Jefferson County Treasurer	Petty Cash	Environmental Services 599.25
15	1000193	Jefferson County Treasurer	Petty Cash	Environmental Services 48.61
16	1000193	Jefferson County Treasurer	Petty Cash	Environmental Services 318.87
17	1018342	Cahaba Construction Co	Refund Impact Fee	Environmental Services 3130.00
HEALTH AND HUMAN SERVICES				
18	1000193	Jefferson County Treasurer	Petty Cash	Cooper Green Hospital 823.56
FINANCE AND GENERAL SERVICES				
19	1000060	American Institute	Membership Dues	Finance 190.00
20	1000193	Jefferson County Treasurer	Petty Cash	Youth Detention 148.45
21	1001078	Institute of Management Acct	Membership Dues	Finance 185.00
22	1001739	Standard & Poor's	Analytical Services	Finance 5000.00
23	1001739	Standard & Poors	Analytical Services	Finance 1000.00
24	1001739	US Bank	Administration Fees	Finance 1575.00
25	1001914	Jeff Co Economic & Indust	Annual Allocation	Finance 296772.00
26	1002453	CLA Architecture	Reimbursable/JRHC	General Services 282.10
27	1002836	Pearson Construction	Courthouse Compliance	General Services 19016.26
28	1002876	Anne Marie Adams	Compensation for Absentee Elections Mgr	Finance 9200.00
29	1003211	Bank of New York	2003 B Auction Fee	Finance 62543.00
30	1003211	Bank of New York	Administration Fees	Finance 10000.00
31	1018250	Roebuck & Assoc	Professional Services	General Services 3110.00
INFORMATION TECHNOLOGY				
32	1000193	Jefferson County Treasurer	Petty Cash	Information Technology 78.74
FINANCE AND GENERAL SERVICES				
33	1000643	American Bar Association	Membership Edwin Strickland	County Attorney 367.50
34	1000643	American Bar Association	Membership Charles Wagner	County Attorney 349.25
35	1000643	American Bar Association	Membership Jeffrey Sewell	County Attorney 299.25
36	1001369	Wallace Jordan Ratliff	Legal Services	County Attorney 20031.86
37	1001598	Birmingham News Company	Supplemental Fee	Tax Assessor 102.40
38	1003575	Government Finance Officers	Membership Cochran, Hodge	BMO 50.00
39	1003714	Associated Court Reporters	Depo Billy Wayne Brasher	County Attorney 168.70
40	1003839	Tyler Eaton Morgan Nichols	Depo Johnson Farley Atkinson Hales	County Attorney 728.20
41	1018326	White Arnold Andrews & Dowd	Legal Services to CSC	County Attorney 28851.00

42	1018328	Yvonne Powell	Tuition Reimbursement	OSCS	331.00
43	2000074	Anne Marie Adams	CV 043492 Nell Hunter v. Mike Hale	County Attorney	306.00
44	2000074	Anne Marie Adams	CV Sargent Electric v. Jeff Co. Comm	County Attorney	100.00
45	2000161	American Court Reporting	Depo Charles Wagner	County Attorney	465.05
46	2000175	Freedom Reporting Inc	Depo Dorothy Neville	County Attorney	459.20
47	2000175	Freedom Reporting Inc	Depo Akita Carpenter	County Attorney	127.20
48	2000175	Freedom Reporting Inc	Depo Mark Rademacher	County Attorney	1863.90

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

Smoot, Langford, Carns and Humphryes.

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REQUEST FOR CERTIFICATION

Jefferson Rehabilitation & Health Center - Patient Activity

    Patient Activity Leader

Jefferson Rehabilitation & Health Center - Environmental Services

    Director of Housekeeping

Cooper Green Mercy Hospital - Laboratory

    Medical Laboratory Technician

    Medical Technologist Shift Supervisor

Cooper Green Mercy Hospital - Radiology

    Special Imaging Technician

Cooper Green Mercy Hospital - Pharmacy

    Pharmacy Technician

Cooper Green Mercy Hospital - DRGS

    Health Info Svs Technician

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

Voting "Aye" Langford, Smoot, Carns and Humphryes.

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Communication was read from Budget & Management recommending the following:

1. Cooper Green Mercy Hospital \$11,100

    Shift funds for repair/replacement of security camera equipment. No Additional Funds Required.

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

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Jul-31-2007-925

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is requiring that all recipients of CDBG, HOME, HOPWA, and ESG, prepare a Consolidated Plan and an annual Action Plan in order to receive grant funds; and

WHEREAS, the Jefferson County Commission finds that said grants are vitally needed for providing housing assistance, neighborhood improvements, and economic development activities directed to the needs of low and moderate income families and persons, aiding in the prevention and elimination of slums and blight, creating jobs, and addressing other community development needs having a particular urgency to the community's health, welfare and safety; and

WHEREAS, Jefferson County has involved in its planning process citizens, non-profit organizations and other area governments to develop a comprehensive approach to solving the problems of low and moderate income people resulting in the 2007 Jefferson County Action Plan; and

WHEREAS, Jefferson County expects to receive \$2,116,915 in CDBG funds, \$80,000 in CDBG program income; \$957,870.00 in HOME funds, \$225,000.00 in County HOME match, \$18,970.00 in ADDI and \$250,000.00 in HOME program income; and \$91,848 in federal ESG funds making a total of \$3,740,603 in funds available for Program Year 2007-08; and

WHEREAS, The Office of Community Development has developed a budget and 2007 Action Plan based on the needs of the community as addressed in a series of public hearings and an assessment of the priority of those needs.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama, that the President of the County Commission is authorized and hereby directed to execute and submit to the U.S. Department of Housing and Urban Development the Standard Form 424, Consolidated Plan Certifications, 2007 Consolidated Action Plan for Jefferson County, Alabama.

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

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Jul-31-2007-926

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute a agreement between Jefferson County, Alabama and The Alabama Department of Economic and Community Affairs to provide Needs-Based stipends for WIA participants for the Program Year 2007-2008. This agreement includes Adult and Dislocated Worker stipends. All costs will be paid with federal funds and no County funds are involved.

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

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Jul-31-2007-927

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is authorized to execute Contract Modification No. 1, in an amount of \$214,414.90 (decrease) between Jefferson County and Russo Corporation for the Lower Valley Creek Sanitary Sewer Collection System Rehabilitation, Contract 30/31. This modification provides for reduced construction expenses in accordance with televised inspections under Field Directive 1.

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

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Jul-31-2007-928

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an amendment to the Agreement to Provide Engineering and Construction Management for Lower Valley Creek Sanitary Sewer Collection System Rehabilitation, Contracts 30 & 31, between Jefferson County and DMJM Harris, Inc., in the amount of \$19,500.00. This amendment provides for additional time in the amount of sixty (60) days due to time delays incurred by the general contractor which exceed the scope of work under the original Agreement.

AMENDMENT NO. 1  
TO

AGREEMENT  
TO PROVIDE ENGINEERING AND CONSTRUCTION MANAGEMENT FOR  
LOWER VALLEY CREEK SANITARY SEWER COLLECTION SYSTEM  
REHABILITATION, CONTRACTS 30 & 31

This document shall amend the scope of the original AGREEMENT referenced above dated September 12, 2005.

**WITNESSETH:**

WHEREAS, the original AGREEMENT was to provide for engineering and construction management over the Lower Valley Creek Sanitary Sewer Collection System Rehabilitation, Contracts 30 and 31; and

WHEREAS, the original AGREEMENT was for a period of **Three Hundred Sixty (360)** calendar days; and

WHEREAS, additional construction time has required the original AGREEMENT to be exceeded by 153 days; and,

WHEREAS, these changes are beyond the original Scope of Services; and

WHEREAS, the COUNTY desires to extend the contract time to complete the work identified in this AMENDMENT;

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

**ARTICLE II - TIME OF BEGINNING AND COMPLETION**

Amend the time of beginning and completion section as follows:

The CONSULTANT will complete Scope of Work identified in this AMENDMENT within **sixty (60)** calendar days from the date of this AMENDMENT.

**ARTICLE III - PAYMENT**

Amend the payment section as follows:

For the additional work contemplated under this AMENDMENT, the Lump Sum amount of \$19,500.00 shall be paid.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**DMJM HARRIS, INC.**

Richard B. Burlison

Vice-President

**RECOMMENDED:**

Robert Henderson, Director of Environmental Services

Jefferson County

**ATTEST:**

**JEFFERSON COUNTY COMMISSION**

Minute Clerk

Bettye Fine Collins, President

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

\_\_\_\_\_  
Jul-31-2007-929

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is authorized to execute Contract Modification No. 1, in an amount of \$53,866.10 (decrease) between Jefferson County and John Reynolds & Sons, Inc., for the Lower Valley Creek Sanitary Sewer Collection System Rehabilitation, Contract 32. This modification provides for reduced construction expenses in accordance with televised inspections under Field Directive 1.

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

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BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an amendment to the Agreement to Provide Engineering and Construction Management for Lower Valley Creek Sanitary Sewer Collection System Rehabilitation, Contract 32, between Jefferson County and DMJM Harris, Inc., in the amount of \$13,000.00. This amendment provides for additional time in the amount of sixty (60) days due to time delays incurred by the general contractor which exceed the scope of work under the original Agreement.

AMENDMENT NO. 1  
TO  
AGREEMENT  
TO PROVIDE ENGINEERING AND CONSTRUCTION MANAGEMENT FOR  
LOWER VALLEY CREEK SANITARY SEWER COLLECTION SYSTEM  
REHABILITATION, CONTRACT 32

This document shall amend the scope of the original AGREEMENT referenced above dated October 4, 2005.

WITNESSETH:

WHEREAS, the original AGREEMENT was to provide for engineering and construction management over the Lower Valley Creek Sanitary Sewer Collection System Rehabilitation, Contract32; and

WHEREAS, the original AGREEMENT was for a period of **Three Hundred Forty-Five (345)** calendar days; and

WHEREAS, additional construction time has required the original AGREEMENT to be exceeded by 162 days; and,

WHEREAS, these changes are beyond the original Scope of Services; and

WHEREAS, the COUNTY desires to extend the contract time to complete the work identified in this AMENDMENT;

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

ARTICLE II - TIME OF BEGINNING AND COMPLETION

Amend the time of beginning and completion section as follows:

The CONSULTANT will complete Scope of Work identified in this AMENDMENT within **sixty (60)** calendar days from the date of this AMENDMENT.

ARTICLE III - PAYMENT

Amend the payment section as follows:

For the additional work contemplated under this AMENDMENT, the Lump Sum amount of \$13,000.00 shall be paid.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**DMJM HARRIS, INC.**

Richard B. Burlison

Vice-President

**RECOMMENDED:**

Robert Henderson, Director of Environmental Services

Jefferson County

**ATTEST:**

**JEFFERSON COUNTY COMMISSION**

Minute Clerk

Bettye Fine Collins, President

Motion was made by Commissioner Humphryes seconded by Commissioner Langford that the above resolution be adopted.

Voting "Aye" Humphryes, Langford, Carns and Smoot.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Contract Modification No. 1, in an amount of \$121,278.15 (decrease) between Jefferson County and Kinsel Industries, Inc. for the Shades Creek Sanitary Sewer Collection System Rehabilitation, Contract 20. This modification provides for reduced construction expenses in accordance with televised inspection under Field Directive 1.

Motion was made by Commissioner Humphryes seconded by Commissioner Langford that the above resolution be adopted.

Voting "Aye" Humphyres, Langford, Carns and Smoot.

Jul-31-2007-932

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an amendment to the Agreement to Provide Engineering and Construction Management for Shades Creek Sanitary Sewer Collection System Rehabilitation, Contracts 20, between Jefferson County and DMJM Harris, Inc., in the amount of \$32,500.00. This amendment provides for additional time in the amount of ninety (90) days due to time delays incurred by the general contractor which exceed the scope of work under the original Agreement.

AMENDMENT NO. 1  
TO  
AGREEMENT  
TO PROVIDE ENGINEERING AND CONSTRUCTION MANAGEMENT FOR  
SHADES CREEK SANITARY SEWER COLLECTION SYSTEM REHABILITATION,  
CONTRACT 20

This document shall amend the scope of the original AGREEMENT referenced above dated October 4, 2005.

WITNESSETH:

WHEREAS, the original AGREEMENT was to provide for engineering and construction management over the Shades Creek Sanitary Sewer Collection System Rehabilitation, Contract 20; and

WHEREAS, the original AGREEMENT was for a period of **Three Hundred Forty-Five (345)** days; and

WHEREAS, additional construction time has required the original AGREEMENT to be exceeded by 162 days; and,

WHEREAS, these changes are beyond the original Scope of Services; and

WHEREAS, the COUNTY desires to extend the contract time to complete the work identified in this AMENDMENT;

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

ARTICLE II - TIME OF BEGINNING AND COMPLETION

Amend the time of beginning and completion section as follows:

The CONSULTANT will complete Scope of Work identified in this AMENDMENT within **sixty (60)** calendar days from the date of this AMENDMENT.

ARTICLE III - PAYMENT

Amend the payment section as follows:

For the additional work contemplated under this AMENDMENT, the Lump Sum amount of \$32,500.00 shall be paid.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

DMJM HARRIS, INC\_\_

Richard B. Burlison

Vice-President

RECOMMENDED: Robert Henderson, Director of Environmental Services

Jefferson County

ATTEST:

JEFFERSON COUNTY COMMISSION

Minute Clerk

Bettye Fine Collins, President

Motion was made by Commissioner Humphyres seconded by Commissioner Langford that the above resolution be adopted.

Voting "Aye" Humphyres, Langford, Carns and Smoot.

Jul-31-2007-933

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: Joseph W. Doss, Cooper Green Mercy Hospital

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

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Jul-31-2007-934

CASE NO. 20050027

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

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

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

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

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

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

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

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

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

The remains of an abandoned and dilapidated house located at 202 Circle Drive, Jefferson County, Alabama, 35060 and which is located upon the following premises:

Lot 1 Blk 23 Docena

P.I.D. 21-14-3-6-7.000-RR

Said property was last assessed in the name of Connie Coleman.

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

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Jul-31-2007-935

CASE NO. 20060003

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



County Commission to be unsafe to the extent of being a public nuisance; and

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

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

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

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

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

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

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

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

The remains of an abandoned and dilapidated house located at 1132 Pratt Highway, Jefferson County, Alabama, 35214, which is located upon the following premises:

Lot 10 Blk 16 Sandusky Hts

P.I.D. 21-13-4-13-9.000-RR

Said property was last assessed in the name of Oscar R. Groff.

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

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Jul-31-2007-936

CASE NO. 20060015

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

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

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

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

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

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

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

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

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

The remains of an abandoned and dilapidated house located at 6635 Wilson Street, Jefferson County, Alabama, 35173, and which is located upon the following premises:

Lots 20 & 21 Blk 14 Lola City

P.I.D. 21-12-2-27-1.00-RR

Said property was last assessed in the name of Eugene Stallworth.

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

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Jul-31-2007-937

CASE NO. 20060012

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

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

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

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

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

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

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

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

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

The remains of an abandoned and dilapidated house located at 1001 Manor Circle, Jefferson County, Alabama, 35020, and which is located upon the following premises:

Lot 62 Morgan Manor  
P.I.D. 38-22-1-6-10.000-RR

Said property was last assessed in the name of Willie Richard & Ruby Williams.

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

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Jul-31-2007-938

CASE NO. 20060017

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

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

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

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

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

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

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

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

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

The remains of an abandoned and dilapidated house located at 5763 Center Road, Jefferson County, Alabama, 35126, and which is located upon the following premises:

W ½ Lot & Pearl Lake Ests  
P.I.D. 9-20-4-5-6.000-RR

Said property was last assessed in the name of Adeline C. Rickles & Patricia Boswell.

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

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CASE NO. 20050020

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

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

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

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

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

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

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

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

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

The remains of an abandoned and dilapidated house located at 916 Clark Mountain Road North, Jefferson County, Alabama, 35023 and which is located upon the following premises:

P.I.D. 31-24-1-0-24.000-RR

Said property was last assessed in the name of SFS, LLC.

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

CASE NO. 20050019

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

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

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

prepaid and further posted a copy of such notice of such order at or within three feet of the entrance to the structure or upon such structure, within three days of the date of mailings; and

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

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

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

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

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

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

The remains of an abandoned and dilapidated house located at 939 Clark Mountain Road North, Jefferson County, Alabama, 35023 and which is located upon the following premises:

P.I.D. 31-24-1-0-22.004-RR

Said property was last assessed in the name of Peggy Joyce Austin.

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

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Jul-31-2007-941

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

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

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

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

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

<u>VEHICLE #</u>	<u>VIN</u>	<u>DESCRIPTION</u>	<u>ASSET #</u>
A976009	1FALP52U9VA196551	SEDAN 4 DR TAURUS 97	970383
A006208	2FAFP71W5YX133213	SEDAN 4 DR C V G/W 00	001277
A015405	1FAFP52U91A185377	SEDAN 4 DR TAURUS 01	010509
A9760106	2FALP71W9VX188486	SEDAN 4 DR C V G/W 97	971503
A976033	1FALP52U9VA196579	SEDAN 4 DR TAURUS 97	970405
A976047	2G1WL52M4V9235683	SEDAN 4 DR LUMINA G/W 97	971052
A976233	1FALP52U3VA196559	SEDAN 4 DR TAURUS 97	970391
A995401	1FAFP53UXXA187081	SEDAN 4 DR TAURUS 99	990633
A996601	1FAFP53UIXA150257	SEDAN 4 DR TAURUS 99	990066
B953210	1FDHF25H6SNB60137	TRUCK 8K SVS F250 95	960243
0883201	1GDGR34K6JJ503329	TRUCK 14K SVS 88	C88201
0923208	2GCEG25HXN4134116	VAN CARGO CG21305 92	C923208

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

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

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**COOPER GREEN MERCY HOSPITAL**

Jul-31-2007-942

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following amendment to the agreement between Jefferson County, Alabama and Jefferson Clinic, P.C. to provide an Outpatient Family Medicine physician for the Medicine Department in the amount of \$178,136 per year.

**THIRD AMENDMENT TO AGREEMENT**

This Third Amendment is made effective the 18<sup>th</sup> day of June, 2007, by and between Jefferson County, Alabama d/b/a Cooper Green Hospital, a hospital operating in Birmingham, Alabama ("Hospital"), and Jefferson Clinic, P.C., a professional corporation organized under the laws of Alabama ("Corporation").

**RECITALS**

WHEREAS, Hospital and Corporation have previously entered into a Professional Service Agreement (the "Agreement"), dated February 1, 2006.

WHEREAS, Hospital and Corporation do now desire to modify and amend the Agreement as set forth in this Third .Amendment;  
and

NOW, THEREFORE, in consideration of the premises above, the covenants below, and other good and valuable consideration, the parties hereto do hereby agree as follows:

BE IT RESOLVED that Corporation shall provide for the provision of a Outpatient Family Medicine physician for the Medicine Department. Hospital shall provide for annual compensation in the amount of \$178,136 paid to Corporation under the core services. This increase shall be reflected in the monthly payments in the amount of \$1,028,446.50 made to Corporation as part of the entire compensation arrangement as per the Agreement. This increase in compensation shall become effective July 1, 2007, and shall continue for the life of the Agreement, unless further amended in the future; and

FURTHER RESOLVED, except as otherwise provided in this Third Amendment, the Agreement shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have executed this Agreement this day and year first above written.

Jefferson County, Alabama  
d/b/a Cooper Green Hospital  
Bettye Fine Collins, President  
Jefferson County Commission

Jefferson Clinic, P.C.  
Rick Player, M.D., President

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

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Jul-31-2007-943

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Purchase Agreement between Jefferson County, Alabama and A. Imaging Solutions, Inc. for the purchase of a GE EchoSpeed Plus MRI (used) and a modular building (new) for housing of the system.

**Purchase Agreement  
CGH070430**

This contract will be null and void if any changes are made without the approval of "Seller": This Purchase Agreement between A. Imaging Solutions, Inc.(AIS) (US based company), having its place of business at 2100 Longleaf Trail, Birmingham, Alabama 35243 ("Seller") and The Jefferson County Commission, d/b/a Cooper Green Mercy Hospital (CGMH) having its principle place of business at

1515 6<sup>th</sup> Avenue South, Birmingham, AL 35233 ("Buyer"). Contract being sent via email, Seller and Buyer hereby agree as follows:

#### SALE

1. Seller agrees to sell and Buyer agrees to purchase from the Seller the equipment listed on attached (Exhibit "A" Equipment List. Final unit will be this or better- on file in the Minute Clerk's office) in accordance with the terms and conditions specified herein. Seller will place modular building and MRI system within 90 days of completion and Seller's acceptance of site preparations. Expected completion date of site preparation is November 30, 2007.

#### PURCHASE PRICE

The purchase price of the MRI and modular building is \$1,033,000.00 US dollars which amount Buyer agrees to pay Seller via certified check or bank wire transfer.

#### PAYMENT TERMS

Buyer agrees upon signing and placing order to a 20% down payment, 25% due at time AIS purchases the MRI and modular building, 45% Due at delivery of MRI and modular building to CGH site, 10% due on completion and acceptance of system. Buyer has the right to terminate this contract with a 30 days written notice, but will be responsible for all of Sellers costs associated with project and agreement.

UNTIL A DEPOSIT IS RECEIVED, THE EQUIPMENT MENTIONED ON EXHIBIT "A" EQUIPMENT LIST IS SUBJECT TO AVAILABILITY.

This contract will be null and void if any changes are made without the approval of "Seller":

#### TRANSPORTATION

Seller shall assume all responsibility and costs related for the installation, rigging, loading, construction, permits and transportation associated with this contract. In the event that the Buyer refuses or is unable to pay balance of funds due and accept delivery of equipment, Buyer will pay Seller for any and all out of pocket expenses incurred.

#### RISK OF LOSS

Risk of loss shall pass to Buyer after acceptance of system and first patient scan is performed. Warranty period will also start on this date.

#### BILL OF SALE

The Seller will forward a bill of sale (if needed) to Buyer once payment in full is received.

#### EXECUTION

If Buyer does not execute and return this purchase agreement by August 30, 2007, the Seller has the right to re-quote the purchase price. A fax of this agreement will be as legally binding, as an originally executed document delivered by other means. In order to be effective, Buyer must sign and date this purchase agreement and fax it to Seller on or by August 30, 2007.

#### TAXES

Buyer is fully responsible for taxes that are related to the equipment in Exhibit "A" (equipment list).

#### WARRANTY DISCLAIMER

Seller acknowledges that the equipment is sold with a full 12 month parts and labor warranty. Warranty covers any normal breakdowns of the MRI system and modular building. Warranty service coverage hours are 6 am to 6 pm, Monday thru Friday. ie: Example of normal breakdown: Tech places head coil on system and performs exam and sees artifacts in image. Not covered example would be if the tech dropped the head coil causing it to crack and not work.

This contract will be null and void if any changes are made without the approval of "Seller":

#### SOFTWARE/LICENSING

A. Imaging Solutions, Inc. will not be held responsible for any licensing agreements/transferring of OEM software. System software will be provided to running the MRI unit.

#### MISCELLANEOUS

Any dispute regarding this purchase agreement shall venue in the State of Alabama and Alabama law shall apply. Both parties agree not to circumvent each other with regards to clients and information that may be introduced throughout the process of this sale. The penalty for such an action will be 30% of the gross sale price of any deal or sale occurring directly from privileged information obtained from this transaction.

#### PROTECTION DAMAGE

Seller will be responsible for any damage to property of the County or others caused by him/her, any employees or subcontractors, and will replace and make good such damage. The Seller will maintain adequate protection to prevent damage to his/her property and the property of others, and will take all necessary precautions for his/her safety and the safety of others. The Seller will comply with all safety laws and regulations in effect in the locality.

#### INSURANCE

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

written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date. Seller must have adequate General and Professional liability insurance of \$1,000,000 per occurrence, \$2,000,000 aggregate.

LIABILITY

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

AMENDMENT OF AGREEMENT

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

CONFLICT OF INTEREST:

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

COUNTY FUNDS PAID

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

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

In witness whereof, Seller and Buyer have caused this agreement to be executed as of the set forth below:

A. Imaging Solutions Inc.

Jefferson County Commission

"SELLER"

"BUYER"

\_\_\_\_\_, V.P. Sales & Services

Betty Fine Collins, President

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

\_\_\_\_\_  
Jul-31-2007-944

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorizing to execute an agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Hospital and Nova Southeastern University, Inc., College of Osteopathic Medicine for CGMH to provide clinical education for Osteopathic Medicine students.



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

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Jul-31-2007-945

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorizing to execute an agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Hospital and Herzing College for CGMH to provide clinical education for LPN Nursing students.

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

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Jul-31-2007-946

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorizing to execute an agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Hospital and Lawson State Community College for CGMH to provide clinical education for nursing students.

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

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Jul-31-2007-947

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorizing to execute an agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Hospital and Lawson State Community College for CGMH to provide clinical education for EMT students in the Emergency Department at the Hospital.

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

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Jul-31-2007-948

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Resolution No. APR-24-2007-541 (M.B. 153, PG. 366), is hereby amended on the first page as follows:

"WHEREAS, the construction of the project will involve a capital investment of \$25,1000,000;" is amended to read:

"WHEREAS, the construction of the project will involve a capital investment of \$27,000,000."

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

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Jul-31-2007-949

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the worker's compensation claim of Colleen S. Willis in the amount of Six Thousand Five Hundred Fifty Four and 41/100 Dollars (\$6,554.41).

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

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Jul-31-2007-950

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

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

WITNESSETH:

WHEREAS, the County recognizes young adults as one of the most valuable resources of the County and services aimed at helping individuals with quality, comprehensive development services are resources of the County; and

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

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$2,500.00 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Conduct the Miles College Flag Football Tournament (an event to raise funds for the Miles College Golden Bears Track team) on June 30 - July 1, 2007.

ANY PASSTHROUGH 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

MILES COLLEGE

\_\_\_\_\_, President

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

\_\_\_\_\_  
Jul-31-2007-951

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the Jefferson County Education 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, recreational and cultural experiences for children generate substantial social and healthful activity and improves and enhances the quality of life in Jefferson County; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$1,500 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Conduct the Back to School celebration on August 17, 2007 at Soho, the Homewood City Municipal Complex, to show appreciation for and to celebrate public education, its employees and students in the school systems within Jefferson County.

ANY PASSTHROUGH 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 COUNTY EDUCATION ASSOCIATION

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

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Jul-31-2007-952

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the Barber Vintage Motorsports Museum (hereinafter called the "Contractee").

WITNESSETH:

RECITAL:

The Jefferson County Commission desires to develop and promote County resources and recognizes that the Barber Vintage Motorsports Museum provides economic and community development enhancement to Jefferson County and its citizens. After due consideration the County Commission determined that it was in the public interest that a lake be constructed and maintained at the Barber Vintage Motorsports Museum to manage surface water run off and sedimentation control and for aesthetic and recreational purposes. The County Roads and Transportation Department constructed a portion of the lake and with completion of construction by a private contractor under contract with the contractee and with the County Commission committing to reimburse contractee up to One Million Dollars (\$1,000,000.00) of the construction costs over a five (5) year period.

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

1. The term of this Agreement shall begin upon execution of the contract and end September 30, 2007.
2. Pay to the Contractee a lump sum payment of \$200,000 upon execution of this contract..
3. The Contractee shall provide the following services:
  - a. The Contractee shall provide the following services: Apply these funds to the construction and maintenance costs of the lake  
constructed at Barber Park and continue to operate the Barber Vintage Motorsports Museum and Park with reasonable public access, for the citizens of Jefferson County and other visitors to enjoy.
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

Barber Vintage Motorsports Museum

Jeff Ray, Executive Director

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

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Jul-31-2007-953

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the Alabama Sports Hall of Fame (hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes that organizations that provide recognition to substantial achievers in athletics also provide motivation and inspiration to others in the county and state; and

WHEREAS, the County Commission determines that it is the public interest to engage the Contractee to advertise and promote said resources; and

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. Pay to the Contractee a lump sum payment of \$150,000 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Operate the Hall of Fame Museum and provide an outreach program which allows the schools in Jefferson County to bring their students to the museum to meet with Olympic gold medalist who will present an inspirational speech, show a video and gives each student a printed sheet of questions to find answers to as they tour the museum, thereby utilizing the skills of math and reading, writing and spelling while using computers with touch screen monitors.

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 Sports Hall of Fame

William L. Legg, Executive Director

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

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Jul-31-2007-954

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and Birmingham African-American Arts & Heritage Foundation, Inc. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the Birmingham African-American Arts & Heritage Foundation, Inc. (hereinafter called the "Contractee").

WITNESSETH:

WHEREAS, the County Commission desires to develop and promote County resources which result in substantial economic benefit to the County; and

WHEREAS, many of America's outstanding musicians are from Jefferson County and acquired their love of music in the public schools of the area; and

WHEREAS, the County recognizes music in its various styles and types as a resource of the County; and

WHEREAS, a showcase for the talents of students and local musicians is desirable and will promote said resource; and

WHEREAS, the County desires to contract for services from Contractee to provide a substantial economic benefit to the County and provide a talent showcase and promote the music resource of Jefferson County at it's Original Southern Heritage Festival event, as well as provide an enjoyable festival of music enjoyment for its citizenry of the County; and

WEHREAS, the Contractee desires to furnish the desired services; 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 obligations of the parties hereinafter set forth, the parties agree as follows:

1. The term of this agreement shall begin upon execution of this contracts and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$100,000 upon execution of this contract
3. The Contractee shall provide the following services:

a. The Contractee shall produce and direct The Original Southern Heritage Festival in Birmingham, Alabama on May 4-5, 2007. The music festival shall provide a showcase for students and local musicians to display their skills together with nationally known musicians.

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 African-American Arts & Heritage Foundation, Inc.

Dr. Richard A. Walker, Executive Director

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

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Jul-31-2007-955

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and The Bessemer Cut-Off Advocacy Center, Inc. (hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes that organizations providing counseling services for abused children as resources of the County; and

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

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

1. The term of this Agreement shall begin upon execution of the contract and end September 30, 2007.

2. The County shall pay to the Contractee a lump sum payment of \$65,107 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. \$45,000 - Provide salary and benefits for the Prevention Education Coordinator who provides safety and reporting education to children in schools and to the community.
  - b. \$15,000 - Provide counseling sessions needed for victims of child abuse.
  - c. \$5,107 - Purchase a new DVD recording system to record forensic interviews to provide recordings that may be used in court.

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 Bessemer Cut-Off Advocacy Center, Inc

Debbi Land, Director

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

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Jul-31-2007-956

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "Count"), and The ARC of Jefferson County (hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes that organizations that provide services to children and adults with mental retardation and/or developmental disabilities as resources of the County; and



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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$50,000 upon execution of this contract.
3. The Contractee shall provide the following services in Jefferson County:
  - a. Open new homes and maintain existing homes for adults with mental retardation in Jefferson County.

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

The ARC of Jefferson County

William F. Hoehole, II, Ph.D., Executive Director

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

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Jul-31-2007-957

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

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

WITNESSETH:

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

WHEREAS, the County recognizes the that international sports events conducted in Jefferson County focus attention upon

Jefferson County and results in positive advertisement and promotion of county resources, and a positive image of the State of Alabama, County of Jefferson and the City of Birmingham to the United States of America.

WHEREAS, the Contractee will assist in the development and promotion of said County resources thru such an international sports event.

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:
  - a. Pay to the Contractee a lump sum payment of \$30,000 upon execution of this contract.
3. The Contractee shall provide the following services to the County:
  - a. Funds to be used for the 65th Annual Magic City Classic which was held at Legion Field on October 28, 2006. These funds will be used for outer market advertising initiatives such as direct mail, radio and television ads that were used to promote the game to out-of-town fans.

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 Sports Foundation

Gene Hallman, Executive Director

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

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Jul-31-2007-958

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the Alabama Council on Economic Education (hereinafter called the "Contractee").

WITNESSETH:

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

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

WHEREAS, the County Commission 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 \$20,000 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Provide the following programs: (1) *Color the Concepts!* program which provides a unique opportunity for students Grades K8, to illustrate economic and financial concepts in a fun and creative way; and (2) Understanding Economics in U. S. History program which will provide teacher training workshops and consultation where they will learn how to improve historical understanding by their students by applying the economic way of thinking to problems in history.

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 Council on Economic Education

Whit King, Acting Chairman

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

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the Birmingham Cultural and Heritage Foundation - City Stages (hereinafter called the "Contractee").

WITNESSETH:

WHEREAS, the County Commission desires to develop and promote County resources which result in substantial economic benefit to the County; and

WHEREAS, many of America's outstanding musicians are from Jefferson County and acquired their love of music in the public schools of the area; and

WHEREAS, the County recognizes music in its various styles and types as a resource of the County; and

WHEREAS, a showcase for the talents of students and local musicians is desirable and will promote said resource; and

WHEREAS, the County desires to contract for services from Contractee to provide a substantial economic benefit to the County and provide a talent showcase and promote the music resource of Jefferson County at its City Stages event, as well as provide an enjoyable festival of music enjoyment for its citizenry of the County; and

WHEREAS, the Contractee desires to furnish the desired services; 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 obligations of the parties hereinafter set forth, the parties agree as follows:

1. The term of this agreement shall begin upon execution of this contracts and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$20,000 upon execution of this contract
3. The Contractee shall provide the following services:
  - a. The Contractee shall produce and direct a major music festival in 2007 in Birmingham, Alabama. The music festival shall provide a showcase for students and local musicians to display their skills together with nationally know musicians.

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

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

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Jul-31-2007-960

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and 3D @ No. 11 Mining Camp. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the 3D @ No. 11 Mining Camp (hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes historical sites as educational, economic and cultural resources of the County; and

WHEREAS, THE 3D @ No. 11 Mining Camp's more than 800 acres in Jefferson County with mining areas, old trail rails, wooden bridges, fossils, waterfalls, etc. are remnants of land mined for iron ore and quarried for limestone during the city's early development; and

WHEREAS, THE County recognizes that an exposure to educational and recreational experiences via the 3D @ No. 11 Mining Camp enhances the value of its citizens to themselves and to the community; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$15,500 upon execution of this contract.
3. The Contractee shall provide the following services in Jefferson County:
  - a. \$7,000 - Walking trail Development: Enhance current walking and site trails by marking trails, widening trails to enhance safety and erosion prevention and open new trails to historic sites on the site for preservation, restoration and public access. Expenses will include equipment rental, fuel, supplies for soil and water conservation, site development, site cleanup and limited salary payments.
  - b. \$6,500 - Community Programs: (a) Fall Festival Organization of a fall event for community youth by incorporating the nature and beauty of the red Mountain site with outdoor activities and community parade. (b) Co-Op Law State Organization of a program to allow students to study the nature and history of the site and allow them access to explore the educational aspects of the site. (c) Spring Festival Organization of an event to promote the blooming of the summer flowers and the forest seasonal changes. This would include youth recreational and educational programs related to nature. (d) Local Schools Coordinate a partnership with local area schools for field trips to the site to include historical and natural educational programs.
  - c. \$2,000 - Develop literature and brochures describing the historical and natural aspects of site for distribution to the public. Expenses will include photographic, design and printing expenses.

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

3D @ No. 11 Mining Camp

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

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Jul-31-2007-961

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

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

WITNESSETH:

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

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

WHEREAS, the County Commission 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 \$13,326.00 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Provide programs in the schools located in the City of Birmingham and Jefferson County that will enable children to improve their reading skills, establish the habit of reading and writing and to experience arts, cultural and educational presentation through the Reading Intervention, MORE (Motivators of Reading Enrichment), and School-wide Enrichment programs.

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

Better Basics, Inc.

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

JEFFERSON COUNTY COMMISSION  
Unusual Demand

<u>Vendor</u>	<u>Description</u>	<u>Department</u>	<u>Amount</u>
1. Massey, Stotser & Nichols	Loan Distribution - Iron Mount Corp.	Comm Dev.	\$1,000,000.00

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that the above Unusual Demand be approved. Voting "Aye" Humphries, Smoot, Carns and Langford.

STAFF DEVELOPMENT

Tax Collector - Bessemer/2 Participants

Gary Boyd	Gulf Shores, Alabama	\$1,688.66
Mark Florence	The Assn. of Alabama Tax Administrators Annual Conference August 5-9, 2007	\$1,239.06

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

Jul-31-2007-962

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Judge Dan King's name be returned to all the appropriate places in the Jefferson County Courthouse in Bessemer and that alternate means be instituted to direct citizens to the courtrooms being used by Judge Rogers and all other interim judges hearing his cases.

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

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Thereupon the Commission Meeting was adjourned to meet Tuesday, August 7, 2007, at 10:00 a.m. in Commission Chambers.

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President

ATTEST

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Minute Clerk