

STATE OF ALABAMA)

JEFFERSON COUNTY) May 8, 2007

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

District 1 Larry Langford

District 2 Shelia Smoot

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Carns seconded by Commissioner Humphryes that the Minutes of May 1, 2007, be approved. Voting "Aye" Carns, Humphryes, Collins, Langford and Smoot.

May-8-2007-579

WHEREAS, water is a basic and essential need of every human being for our health, comfort and standard of living; and

WHEREAS, the Birmingham Water Works Board serves more than seven hundred fifty thousand citizens in five counties of the state of Alabama with award-winning water; and

WHEREAS, the customers of the Birmingham Water Works Board can rest assured that they have a safe and dependable water supply; and

WHEREAS, the effective policies, planning and forward thinking of the Birmingham Water Works Board has helped the water system provide some of the highest-quality water anywhere in the United States; and

WHEREAS, the Birmingham Water Works Board is commemorating National Drinking Water Week, May 6-12, 2007, with its campaign, "The Wonder of Water"; and

WHEREAS, during this week the Birmingham Water Works Board encourages its customers to acknowledge the precious wonders of water including water for daily living, water for healthcare, water for fire protection and water for economic development; and

WHEREAS, the Birmingham Water Works Board will continue its Leak Detectives program to share with its customers the importance of detecting and repairing sneaky leaks inside and outside their home.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Commission does hereby proclaim May 6-12, 2007, as National Drinking Water Week in Jefferson County.

ADOPTED, by the Jefferson County Commission in Birmingham, Alabama on this the 8th day of May, Two Thousand and Seven.

Bettye Fine Collins, President

Jim Carns, Commissioner

Bobby Humphryes, Commissioner

Larry Langford, Commissioner

Sheila Smoot, Commissioner

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

A Public Hearing was held to receive comments on an economic development agreement with Jim Walter Resources, Inc. for the No. 7 Mine Expansion Project. Gary Nicosia, Jerry Pullen and Chris Michael were present representing Jim Walter Resources. There were no comments and the Commission took the following action:

Motion was made by Commissioner Carns seconded by Commissioner Humphryes that the above item be taken under advisement for the next Regular Meeting. Voting "Aye" Carns, Humphryes, Collins, Langford and Smoot.

A Public Hearing was held to receive comments on an economic development agreement with Southland Entertainment, Inc. -

"Alabama Adventure". Charles D. Gargus, Vice President, Development was present representing Southland Entertainment. There were no comments and the Commission took the following action:

Motion was made by Commissioner Humphryes seconded by Commissioner Carns to take the above item under advisement for the next Regular Meeting. Voting "Aye" Humphryes, Carns, Collins and Smoot. Commissioner Langford abstained from voting.

STAFF DEVELOPMENT

Multiple Staff Development

Cooper Green Mercy Hospital/2 Participants

Linda Hall	Phoenix, Arizona	\$961.80
Jane Mobley	Clinical Update sponsored by International AIDS Society June 13-16, 2007	\$961.80

Human Resources/3 Participants

Demetruis Taylor	Birmingham, Alabama	\$99.00
Mercy Ileri	SHRM Alabama 2007 State Conference & Seminar	\$99.00
Kimberly Webster	May 16, 2007	\$99.00

Information Technology/2 Participants

Rose Parrino	Murfreesboro, Tennessee	\$2,935.90
Steve Pickens	Environmental Services Research Institute Training July 22-27, 2007	\$3,091.83

Individual Staff Development

Shelia Smoot	Commission	Montgomery, Alabama 2007 County Day at the Legislature May 22-23, 2007	\$142.50
Adrienne Merritt	Family Court	Daytona Beach, Florida Faces of Courage Seminar May 15-17, 2007	\$1,128.60
James Sparks	Family Court	Washington, D.C. NADCP's Annual Training Conference June 13-16, 2007	\$1,483.96
Leonid Mazur	Information Tech	Duluth, Georgia Environmental Systems Research Institute Advances Analysis June 10-13, 2007	\$2,282.65
Nicholas Wells	Information Tech	Atlanta, Georgia SAP Solution Manager Operations May 20-26, 2007	\$3,958.63
Cay Alby	Land Development	Fultondale, Alabama Alabama Land Use Update April 27, 2007	\$169.00
Alan L. King	Probate Court	Alabama Assn. of Probate Judges Conference June 24-27, 2007	\$897.76
Eddie Woodis	Revenue	Memphis, Tennessee Perform audits on Vitro America, Inc. May 13-18, 2007	\$890.53
Brian Williams	Sheriff's Dept.	Sheffield, Alabama Basic Bloodstain Pattern Identification June 17-22, 2007	\$632.45
Charles Jaeger	Sheriff's Dept.	Huntsville, Alabama Crime Analysis Applications Training June 11-15, 2007	\$1,027.58

Motion was made by Commissioner Smoot seconded by Commissioner Humphryes that the Staff Development be approved. Voting "Aye" Smoot, Humphryes, Carns, Collins 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. COOPER GREEN HOSPITAL FROM PUBLIC HEALTH INSTITUTE, BERKLEY, CA, FOR LICENSE RENEWAL FOR CANCER REGISTRY SOFTWARE 6/15/07 6/14/08. REFERENCE TAG# 814535 \$6,750.00 TOTAL
REFERENCE P.O. # 270441
2. CGH DATA PROCESSING FROM JJ WILD INC., CANTON, MA, FOR MEDITECH HARDWARE/SOFTWARE, MAINTENANCE AND SUPPORT. REFERENCE TAG# 812832, 812834, 812836 & 812839 \$49,149.04
TOTAL
REFERENCE BID# 340-06
3. COMMUNITY DEVELOPMENT FROM DARRELL WALKER WORKFORCE SYSTEMS, BIRMINGHAM, AL, FOR CONTRACTOR TO PROVIDED TEMPORARY PERSONNEL TO WORKFORCE DEVELOPMENT ON AN AS-NEEDED BASIS THROUGH 4/3 0/07. REFERENCE TAG# 814552 \$167,525.20 TOTAL REFERENCE BID# 283-03
RESOLUTION NO. APR-24-2007-518 APPROVED BY THE COMMISSION AUTHORIZED THE FINANCE DEPARTMENT TO PAY THE CONTRACTOR'S OUTSTANDING INVOICES IN THE AMOUNT OF \$167,525.20.
4. COOPER GREEN HOSPITAL (SURGERY) FROM ZIMMER USA, ATLANTA, GA, FOR HARDWARE FOR TOTAL HIP REPLACEMENT. REFERENCE TAG# 814059 \$7,056.30 TOTAL
5. COOPER GREEN HOSPITAL (SURGERY) FROM BIOMET, WC., WARSAW, IN, FOR HARDWARE FOR TOTAL KNEE REPLACEMENT. REFERENCE TAG# 813114 \$5,687.00TOTAL
6. INFORMATION SERVICES - TECH SERVICES FROM VENTURE TECHNOLOGIES, BIRMINGHAM, AL, FOR INTERNET SECURITY SOFTWARE. REFERENCE TAG# 804318 \$133,479.00 TOTAL REFERENCE BID# 179-07
7. INFORMATION SERVICES - TECH SERVICES FROM COLEMAN TECHNOLOGIES, INC., BIRMINGHAM, AL, FOR EMAIL SECURITY SOFTWARE. REFERENCE TAG# 802868 \$141,504.00 TOTAL REFERENCE BID# 178-07
8. ENVIRONMENTAL SERVICES - ELECTRICAL SHOP FROM BUFFALO ELECTRIC COMPANY, BIRMINGHAM, AL, FOR 500 HP VARIABLE FREQUENCY DRIVE. REFERENCE TAG# 802864 \$16,650.00 TOTAL
REFERENCE BID# 182-07
9. ENVIRONMENTAL SERVICES - PUMP STATION MAINTENANCE FROM GRAYBAR ELECTRIC, BIRMINGHAM, AL, FOR GENERATOR SET WITH QUIET PACK COVER. REFERENCE TAG# 805339 \$17,309.47 TOTAL
REFERENCE BID# 182-07
10. INFORMATION TECHNOLOGY FROM THE PRINTER CONNECTION, BIRMINGHAM, AL, TO CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASING ORDER RE: BID # 163-06. REFERENCE TAG# 729744
\$10,000.00 TOTAL REFERENCE PO# 252536 REFERENCE BID# 117-07
11. RECOMMEND FOR HUMAN RESOURCES FROM SAFETY FIRST, BIRMINGHAM, AL, FOR CONTRACTOR TO PROVIDE ADMINISTRATION OF THE COUNTY'S SUBSTANCE ABUSE PROGRAM. REFERENCE TAG# 743000 \$35,000.00 TOTAL REFERENCE BID# 313-06
CONTRACT APPROVED BY THE COMMISSION ON 3/13/07 AND RECORDED IN MINUTE BOOK 153 AT PAGE (S) 175-177.
12. ENVIRONMENTAL SERVICES FROM ENERSOLV, DECATUR, AL, FOR CONTRACTOR TO PROVIDE WHOLE EFFLUENT TOXICITY TESTING, TOTAL ORGANIC HALOGEN (TOX) TESTING AND OTHER LABORTORY TESTING SERVICES AS REQUIRED PER THE LATEST APPROVED EPA TESTING METHODS.
REFERENCE TAG# 815494 \$9,000.00 TOTAL REFERENCE BID# 57-07
CONTRACT APPROVED BY THE COMMISSION ON 3/27/07 AND RECORDED IN MINUTE BOOK 153 AT PAGE (S) 242-243.
13. FLEET MANAGEMENT - V'BILT FROM COWIN EQUIPMENT, PELHAM, AL, FOR COMMITMENT FOR HEAVY EQUIPMENT AND TRACTOR REPAIRS. REFERENCE TAG# 784804 \$30,000.00 TOTAL
REFERENCE BID# 117-07
14. FLEET MANAGEMENT - V'BILT FROM JOE MONEY MACHINERY, BIRMINGHAM, AL, FOR COMMITMENT FOR HEAVY EQUIPMENT AND TRACTOR REPAIRS. REFERENCE TAG# 784804 \$30,000.00 TOTAL
REFERENCE BID# 97-05
15. FLEET MANAGEMENT V'BILT FROM THOMPSON TRACTOR, BIRMINGHAM, AL, FOR COMMITMENT FOR HEAVY EQUIPMENT AND TRACTOR REPAIRS. REFERENCE TAG# 784804 \$250,000.00 TOTAL

REFERENCE BID# 97-05

16. FLEET MANAGEMENT - V'BILT FROM TRACTOR AND EQUIPMENT CO., BIRMINGHAM, AL, FOR COMMITMENT FOR HEAVY EQUIPMENT AND TRACTOR REPAIRS. REFERENCE TAG# 784804 \$30,000.00 TOTAL
REFERENCE BID# 97-05

17. FLEET MANAGEMENT - V'BILT FROM WARRIOR TRACTOR AND EQUIPMENT CO., BIRMINGHAM, AL, FOR COMMITMENT FOR HEAVY EQUIPMENT AND TRACTOR REPAIRS. REFERENCE TAG# 784804
\$250,000.00 TOTAL REFERENCE BID# 97-05

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
May 8, 2006

Vendor Number	Vendor	Description	Department	Amount
JOINT RESPONSIBILITY				
01	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	SHERIFF: BHAM ENFORCEMENT 31.50
02	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	PROBATE COURT 46.00
03	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	SHERIFF: BHAM ENFORCEMENT 453.17
04	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	SHERIFF: BHAM JAIL 1077.49
05	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	TAX ASSESSOR BIRMINGHAM 27.69
06	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	COMMISSIONER, DISTRICT 90.84
07	0011348	FEDERAL EXPRESS CORPORATION	COURIER PICKUP CHARGE	TREASURER 24.41
08	0023494	BELLSOUTH TELECOMMUNICATION	SUBPOENA BILL INVOICE	SHERIFF: BESS ENFORCEMENT 46.80
09	0023494	BELLSOUTH TELECOMMUNICATION	SUBPOENA BILL INVOICE	SHERIFF: BESS ENFORCEMENT 43.40
10	0038608	LINN RICHARDS	SETTLEMENT RICHARDS	COUNTY ATTORNEY 3011.00
ROADS & TRANSPORTATION				
11	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	EMERGENCY MANAGEMENT 89.93
12	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	R&T: RIGHT OF WAY 75.79
13	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	LAND DEVELOPMENT 48.60
14	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	FLEET MGMT: ADMINISTRATION 160.00
ENVIRONMENTAL SERVICES				
15	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	ES: TRUSSVILLE WWTP 91.21
16	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	SURVEY ENGINEERING 80.24
17	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	ES: FIVE MILE CREEK 394.59
18	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	ES: SANITATION ADMINISTRATION 296.05
19	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	ADMINISTRATION LINE 1095.14
20	0019728	BONHAM & BUCKNER PLB	REFUND SEWER TAP FEE	ENVIRONMENTAL SERVICES 50.00
21	0019728	BONHAM & BUCKNER PLB	REFUND SEWER TAP FEE	ENVIRONMENTAL SERVICES 50.00
22	0038613	MONA HARGROVE	REFUND HOME PROGRAM LOAN	COMMUNITY DEVELOPMENT 120.00
HEALTH AND HUMAN SERVICES				
23	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	JEFFERSON REHAB: PLANT OPERATION 109.08
24	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	CORONER/MEDICAL EXAMINERS 11.25
25	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	JEFFERSON REHAB: PLANT OPERATION 97.28
26	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	CORONER/MEDICAL EXAMINERS 225.00
27	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	JEFFERSON REHAB: PLANT OPERATION 148.60
28	0034442	GERALDINE REMBERT CURRY	LIABILITY INSURANCE REIMBURSE	CGH: ADMINISTRATION 120.00
29	0037198	CHRISTA V SMITH	LIABILITY INSURANCE REIMBURSE	CGH: ADMINISTRATION 120.00
FINANCE AND GENERAL SERVICES				
30	0010534	REGIONAL PLANNING COMMISSION	SALARIES, SUPPLIES, UTILITIES	FINANCE DEPARTMENT 5447.65
31	0010534	REGIONAL PLANNING COMMISSION	SALARIES, SUPPLIES, UTILITIES	FINANCE DEPARTMENT 5631.49
32	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	GENERAL SERVICES 236.01
33	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	GEN SVCS: ADMINISTRATION 247.20
34	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	GEN SVCS: FAMILY COURT 19.69
35	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	FINANCE SEWER SERVICES 90.48
36	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	GEN SVCS: ADMINISTRATION 135.99
37	0023501	STANDARD & POOR'S	ISSUE 2003137 ANALYTICAL SERVICES	FINANCE ADMINISTRATION 1000.00
38	0023501	STANDARD & POOR'S	ISSUE 2003137 ANALYTICAL SERVICES	FINANCE ADMINISTRATION 1000.00
39	0023501	STANDARD & POOR'S	ISSUE 2003137 ANALYTICAL SERVICES	FINANCE ADMINISTRATION 1000.00
40	0023501	STANDARD & POOR'S	ISSUE 2003137 ANALYTICAL SERVICES	FINANCE ADMINISTRATION 1000.00
41	0023501	STANDARD & POOR'S	ISSUE 2003137 ANALYTICAL SERVICES	FINANCE ADMINISTRATION 1000.00
42	0023501	STANDARD & POOR'S	ISSUE 2003137 ANALYTICAL SERVICES	FINANCE ADMINISTRATION 1000.00
43	0032744	TRO/RITCHIE ORGANIZATION	CGH RENOVATION REIMBURSABLE	GEN SVCS: ADMINISTRATION 345.65
44	0032744	TRO/RITCHIE ORGANIZATION	CGH RENOVATION REIMBURSABLE	GEN SVCS: ADMINISTRATION 134.83
45	0033268	THE BANK OF NEW YORK	2003A GO WARRANT	FINANCE ADMINISTRATION 2200.00
46	0033268	THE BANK OF NEW YORK	2002A GO WARRANT	FINANCE ADMINISTRATION 2200.00
47	0033268	THE BANK OF NEW YORK	2001A GO WARRANT	FINANCE ADMINISTRATION 5000.00
48	0037767	VPSI	SALARIES, SUPPLIES, UTILITIES	FINANCE DEPARTMENT 26936.64
INFORMATION TECHNOLOGY				
49	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	INFORMATION TECHNOLOGY 75.65
50	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	INFORMATION TECHNOLOGY 140.95
51	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	INFORMATION TECHNOLOGY 139.90

PERSONNEL BOARD

52 0011196 JEFFERSON CO TREASURER

PETTY CASH JT

PER BD: INFORMATION

39.54

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

REQUEST FOR CERTIFICATION

Community Development

Human Resource Planner

Land Development

Administrative Intern

Principal Engineering Technician

Information Services - GIS

Administrative Intern

General Services - Security

Security Officer - 2 positions

General Services - Grounds

Laborer I

Roads & Transportation - Hwy Traffic Engineering

Traffic Stripping Machine Operator - 2 positions

Traffic Stripping Machine Crew Leader

Environmental Services - Cahaba River WWTP

Wastewater Treatment Shift Supervisor - 2 positions

Jefferson Rehabilitation & Health Center - Quality Improvement

Medical Clerk

Jefferson Rehabilitation & Health Center - Dietary

Food Services Assistant - 11 positions

Jefferson Rehabilitation & Health Center - Nursing Service - Nursing Facility

Medical Clerk

Cooper Green Mercy Hospital - Nursing Administration

Nurse Manager

Cooper Green Mercy Hospital - Radiology

Medical Transcriber

Patient Care Technician

Diagnostic Imaging Technician - 2 positions

Cooper Green Mercy Hospital - Physical Therapy

Patient Care Technician

Occupational Therapist

Cooper Green Mercy Hospital - Ultrasound

Diagnostic Imaging Technologist

Cooper Green Mercy Hospital - Medical Records

Medical Clerk

Cooper Green Mercy Hospital - Dietary

Food Service Assistant

Cooper Green Mercy Hospital - Eligibility

Medical Clerk

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

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Tax Assessor \$89,006.39

Shift funds from the General Fund (01) to the Capital Fund (21) to Personal Property 2121 Project and add purchasing memorandums to purchase cubicles and a copier. No Additional Funds Required.

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the above Budget Amendment be carried over for two weeks. Voting "Aye" Carns, Smoot, Collins, Langford and Humphries.

2. Emergency Management Agency \$80,000

Increase expenditures to purchase five additional sirens for backup for the Jefferson County Outdoor Warning System. Items will be funded from the Emergency Management fund balance. No Additional Funds Required.

3. Family Court \$1,295

Increase revenue and expenditures to record restitution received for damaged equipment. No Additional Funds Required.

4. Jefferson Health Systems \$28,061

Add the following positions: an Administrative Resident (unclassified) & four Nursing Student Technicians (Gr. 12) and delete two Flexipool Staff Nurses (Gr. 21), a part-time Clinical Pharmacist (Gr. 32) & three Sr. Administrative Interns (Gr. 16). Annual difference \$18,011.45. No Additional Funds Required.

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

May-8-2007-580

Be It Resolved, by the Jefferson County Commission that the Commission President is authorized to approve the establishment of a Petty Cash Fund for the Economic Development Department of Jefferson County in the amount of \$150 and the establishment of a Petty Cash Fund for the Workforce Invest Act Program of \$150.

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

May-8-2007-581

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

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

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President Betty Fine Collins is authorized and hereby directed to execute the Finding of No Significant Impact for the Frontier Trail Water Improvements Project (CD06-03J-B05M4-FTW).

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

May-8-2007-582

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

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

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

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President Bettye Fine Collins is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the Frontier Trail Water Improvements Project (CD06-03J-B05M4-FTW) from the Community Development Block Grant Program.

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

May-8-2007-583

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

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

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

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that Commission President Bettye Fine Collins is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the proposed Greater Birmingham Habitat for Humanity North Smithfield Subdivision located in the unincorporated North Smithfield community of Jefferson County.

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

May-8-2007-584

WHEREAS, a mortgage was executed Charlotte Ann Uptain dated November 22, 1991 and recorded in Real 4157 Page 413 in the Probate Office of Jefferson County, Alabama; and

WHEREAS, the owner(s) have fulfilled all obligations stipulated in the mortgage and have not defaulted on said mortgage and the loan has been repaid in full; and

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that a Full Satisfaction of Mortgage be executed to release and satisfy said mortgage; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute said Full Satisfaction of Mortgage on behalf of the County.

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, BETTYE FINE COLLINS, AS PRESIDENT OF JEFFERSON COUNTY COMMISSION FOR JEFFERSON COUNTY, ALABAMA, does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by Charlotte Ann Uptain, dated November 22, 1991 and recorded in Real 4157 Page 413 in the Probate Office of Jefferson County, Alabama, and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed on this the 8th day of May, 2007.

Jefferson County, Alabama, a body politic

BY:

Print Name: Bettye Fine Collins, President

Jefferson County Commission

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

May-8-2007-585

WHEREAS, a mortgage was executed by Dan and Patricia Marbury dated September 11, 1992 and recorded in Real 4360 Page 835 in the Probate Office of Jefferson County, Alabama; and

WHEREAS, the owner(s) have fulfilled all obligations stipulated in the mortgage and have not defaulted on said mortgage and the loan has been repaid in full; and

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that a Full Satisfaction of Mortgage be executed to release and satisfy said mortgage; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute said Full Satisfaction of Mortgage on behalf of the County.

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, BETTYE FINE COLLINS, AS PRESIDENT OF JEFFERSON COUNTY COMMISSION FOR JEFFERSON COUNTY, ALABAMA, does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by Dan and Patricia Marbury, dated September 11, 1992 and recorded in Real 4360 Page 835 in the Probate Office of Jefferson County, Alabama, and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed on this the 8th day of May, 2007.

Jefferson County, Alabama, a body politic

BY:

Print Name: Bettye Fine Collins, President

Jefferson County Commission

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

May-8-2007-586

WHEREAS, a mortgage was executed by Joe and Linda Jennings dated June 18, 1990 and recorded in Real 3841 Page 247 in the Probate Office of Jefferson County, Alabama; and

WHEREAS, the owner(s) have fulfilled all obligations stipulated in the mortgage and have not defaulted on said mortgage and the loan has been repaid in full; and

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that a Full Satisfaction of Mortgage be executed to release and satisfy said mortgage; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute said Full Satisfaction of Mortgage on behalf of the County.

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, BETTYE FINE COLLINS, AS PRESIDENT OF JEFFERSON COUNTY COMMISSION FOR JEFFERSON COUNTY, ALABAMA, does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by Joe B. Jennings and Linda Jennings, dated June 18, 1990 and recorded in Real 3841 Page 247 in the Probate Office of Jefferson County, Alabama, and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed on this the 8th day of May, 2007.

Jefferson County, Alabama, a body politic

BY:

Print Name: Bettye Fine Collins, President

Jefferson County Commission

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

May-8-2007-587

WHEREAS, YW Homes, Inc. executed certain Construction Loan Documents including Mortgages and an Assignment of Rents and Leases for the construction of the Special Needs Rental Housing for the Elderly development in Brighton, Alabama; and

WHEREAS, YW Homes has satisfied the terms of the mortgages; and

WHEREAS, said loan documents are identified as 1) Instrument Numbers 200462/2038, 200462/2039 and 2) Instrument Numbers 200462/2040, 200462/2041.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that a Full Satisfaction of Recorded Lien for the above referenced Construction Loan Documents be executed by the Commission President.

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

May-8-2007-588

WHEREAS, it is necessary return CDBG funds to the U. S. Treasury for disallowed costs due to projects not completed.

NOW THEREFORE, BE IT RESOLVED, by the Jefferson Commission that the Jefferson County Treasurer is authorized to transfer \$17,862.00 to the U. S. Treasury and adjust the CDBG grant expenditures as directed by Community Development.

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

May-8-2007-589

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

(a) Pine Haven Baptist Church (Precinct 5210- 3465 Shannon Wenonah Road, Bessemer, AL 35022) to Ross Bridge Welcome Center (2101 Grand Avenue, Hoover, AL 35226) due to the increase in the number of voters, a larger location was needed.

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

May-8-2007-590

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be and hereby does, authorize the Finance Director to issue a check in the amount of \$400 payable to Graysville Gas & Water (from fund 34-7313-54220) for the establishment of a gas and water account for the Sewer Pump Stations located at First Avenue and Third Place, N.W. and Second Avenue and Third Street in Graysville, AL 35073.

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

May-8-2007-591

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Agreement for Limited Right of Entry between Jefferson County and United States Steel Corporation. This agreement allows USS to travel across a portion of the Village Creek WWTP property to access the site of the former Ensley Coke Plant for a environmental remediation project.

LIMITED RIGHT OF ENTRY

WHEREAS, Jefferson County (herein "County") is the owner of property in the Southwest-1/4 of Southwest-1/4 of Section 30, Township 17 South, Range 3 West, and the Southeast-1/4 of Southeast-1/4 of Section 25, Township 17 South, Range 4 West of the Huntsville Principal Meridian, Jefferson County, Alabama (shown on the attached map in blue), which contains roads; and

WHEREAS, United States Steel Corporation, a Delaware corporation (herein "Grantee") has requested permission to use said roads for a limited time in order to access Grantee's property located adjacent to said County's Waste Water Treatment Plant property for the purpose of performing certain activities on Grantee's property pursuant to Grantee's Corrective Measure Implementation Work Plan that has been submitted to the Alabama Department of Environmental Management.

NOW, THEREFORE, in consideration of the foregoing and the following Jefferson County and Grantee agrees as follows:

1. With respect to the property belonging to Jefferson County, County hereby authorizes Grantee and its contractors, agents, and employees to use the roads within the Waste Water Treatment Plant facility (shown in red on the attached map marked EXHIBIT A) for the limited purpose of travel by vehicular traffic in conjunction with said Corrective Measure Implementation Work Plan operation to be carries out by Grantee on Grantee's property adjacent to said County s Waste Water Treatment Plant (shown as the existing cleared ingress/egress route and

the alternate ingress route on EXHIBIT A - on file in the Minute Clerk's office).

2. Subject to earlier termination as set out herein, this LIMITED RIGHT OF ENTRY shall terminate on September 30, 2007, however, this agreement may be extended in three-month intervals through March 31, 2008. The County may earlier terminate this right of entry by providing five (5) days advance actual or written notice of such termination to. Such written notice may be satisfied by placing the same in the U. S. mail addressed to Douglas P. Boyea, Jr., Corrective Action Manager, Environmental Remediation, United States Steel Corporation, 600 Grant Street, Pittsburgh, Pennsylvania, 15219-2800, Fax: (412) 433-5920.

3. The Grantee shall provide the County with a written schedule of operation. Such schedule shall include the hours of operation during which the subject access will be required and identification of all of the vehicles and drivers to be using the authorized right of entry. Such schedules shall be subject to approval by the County.

4. If the hours of operation are beyond the operating hours of the facility (7:00 a.m. to 5:30 p.m. Monday through Friday; 8:00 a.m. to 5:00 p.m. on Saturday; and no operations on Sunday) the Grantee shall pay the County in advance, on a monthly basis, for all costs incurred in the provision of the services of a full time, on-site security guard.

5. Grantee acknowledges and agrees that it is a self-insured corporation for the purpose of this agreement and that it shall provide the County with certificates from all of Grantee's contractors and agents that will be utilizing the County's property hereunder evidencing liability insurance and confirming coverage against all damages, injuries, claims, suits, etc., that may arise in any manner from the use by Grantee and its contractors and agents of the rights conveyed herein. Such certificate shall confirm responsibility of the insurance company to notify the County thirty (30) days prior to any termination or modification of such insurance. Such certificate shall confirm insurance limits not less than One Million Dollars (\$1,000,000.00) per incident. Grantee acknowledges and agrees that its contractors and agents will be held responsible for the payment of any deductibles or deductible amounts under said policies of insurance. In addition, this right of entry is conditioned upon delivery of proof of insurance to the County prior to the commencement of any use of said right of entry.

6. Grantee hereby acknowledges the subject roads are "AS IS" and that Grantee has thoroughly inspected said roads and hereby acknowledges full knowledge of their size, condition, and all other physical characteristics.

7. Grantee hereby acknowledges the County does not have any responsibility to Grantee or any others for the security or maintenance or condition in any manner of said roads.

8. Grantee hereby agrees to immediately repair, to the satisfaction of the County, any and all damage to said roads or any other property of the County in any way resulting from the rights conveyed to Grantee herein.

9. Grantee hereby jointly and severally indemnifies and holds harmless and agrees to defend County, its elected officials and employees from and against any and all claims, suits, or actions of any nature whatsoever in any way arising out of the rights granted to Grantee herein by and from any and all individuals and firms whatsoever, including Grantee, Grantee's employees, Grantee's agents, any relative or other authorized legal representative of such and any County employee, any relative or authorized legal representative of any County employees and any member of the public whomsoever.

10. Grantee hereby acknowledges and agrees to exercise reasonable caution, diligence and take all precautions as may be necessary to assure the safe passage of any vehicles upon such roads; including that no such vehicles of Grantee shall at any time exceed a safe speed and shall not at any time exceed a maximum speed of 20 mph while upon such roads.

11. Grantee acknowledges and agrees that the right of entry authorized herein is limited as set out herein, is gratuitous and is terminable at the will of the County.

12. Grantee hereby agrees to temporarily cease operations, upon notification by the County, in the event that the County or its agents must carry out certain construction projects with the facility or along the access roads.

IN WITNESS WHEREOF, the parties have cause this LIMITED RIGHT OF ENTRY to be executed by their duly authorized representatives this _____ day of _____, 2007.

JEFFERSON COUNTY, ALABAMA

By: _____

Its: President,
Jefferson County Commission

ATTEST:

Minute Clerk

GRANTEE:

UNITED STATES STEEL CORPORATION

By: _____

Title: _____

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

May-8-2007-592

WHEREAS, on October 31, 2006 at M.B. 152, P. 265 and on January 9, 2007, at M.B. 152, PP. 504-505, the Jefferson County Commission resolved to withdraw from the Jefferson County Storm Water Management Authority, Inc. ("SWMA") and to terminate the County's relationship with SWMA effective October 1, 2007; and

WHEREAS, the Jefferson County Commission later expressed its willingness to reconsider withdrawal from SWMA under certain conditions which are set forth in an April 10, 2007 letter from Bettye Fine Collins, President of the Jefferson County Commission, to the Chairman, SWMA, which is attached hereto as Exhibit A; and (Exhibits on file in the Minute Clerk's office)

WHEREAS, SWMA's Board of Directors, at a Special Meeting called on April 18, 2007, adopted the resolution attached hereto as Exhibit B, agreeing to all of the conditions set forth in the April 10, 2007 letter from Bettye Fine Collins; and

WHEREAS, the Jefferson County Commission has determined that it is in the best interest of the citizens of Jefferson County that it remain in the SWMA program under the conditions required by the County Commission at Exhibit A hereto and agreed to by the SWMA Governing Body at Exhibit B hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that its earlier resolutions dated January 9, 2007, at M.B. 152, PP. 504-505 and October 31, 2006, at M.B. 152, P. 265, expressing the Commission's intent to withdraw from the Jefferson County Storm Water Management Authority and to terminate the County's relationship with that organization are hereby rescinded. Be it further resolved by the Jefferson County Commission that, pursuant to the agreement, as expressed in Exhibit A and Exhibit B hereto, Jefferson County will continue its membership in the program administered by Storm Water Management Authority, Inc.

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

Resolution authorizing Finance Director is authorized to transfer \$76,906.39 from General Fund (Fund 01) to Capital (Fund 21) for Personal Property 2121 Project was carried over for two week on motion by Commissioner Langford seconded by Commissioner Smoot. Voting "Aye" Langford, Smoot, Carns, Collins and Humphryes.

Resolution that the new unclassified position of Administrative Resident Cooper Green Hospital (Class #094448, Grade 258) be created with an annual salary of \$42,000.00 was carried over for one week on motion by Commissioner Langford seconded by Commissioner Smoot. Voting "Aye" Langford, Smoot, Carns, Collins and Humphryes..

May-8-2007-593

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Alfred Armour, Sheriff's Department, for reimbursement of three courses under the Tuition Reimbursement Program in lieu of the terms of the Program which allows for reimbursement of two courses per academic term, be and hereby is approved.

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

May-8-2007-594

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Leslie Patton & Associates to plan and conduct four one-day training sessions for Administrative Assistants during April and May, 2007 for up to 300 participants in the amount of \$4,000.

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this 1st day of April, 2007 by and between Jefferson County Commission, Alabama, hereinafter called the "COUNTY," and Leslie Patton and Associates, hereinafter called the "CONTRACTOR." The effective date of this agreement shall be 1st day of April, 2007. (Attachments on file in Minute Clerk's office)

WHEREAS, the County desires to contract for professional services for Human Resources Professional Development Training Increasing Communication Skills to Enhance Professionalism and Quality Customer Service for four (4) one (1) day sessions for up to 300 participants, develop and prepare participant training manual and participant activities and facilitate training session April Mary, 2007.

WHEREAS, the Contractor desires to furnish said professional services to the County.

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

1. EMPLOYMENT OF CONTRACTOR:

The County hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.

2. SCOPE OF SERVICES:

The Contractor shall perform all necessary professional services provided under this Contract as required by the Office. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:

Services to be performed will include: professional services contract to provide 1) Provide four (4) one (1) day training sessions for up to 300 participants for County Human Resources Department during April and May 2007. Training sessions will begin at 8:30 a.m. and end at 4:30 p.m. 2) Develop materials and training packets for participants. 3) Facilitate the training sessions.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall be available to assist the Office at any time after the effective date of this contract and shall schedule and undertake technical and professional services requested under this contract in an expeditious manner. The completion date of all professional services under the contract is May 31, 2007 unless subsequently extended by mutual agreement of the County and the Contractor.

4. COMPENSATION:

A. The total amount to be paid to the Contractor for services rendered under this Contract shall not exceed the sum of Four thousand Dollars (\$4,000.00) for the term of this contract.

B. The Contractor shall be reimbursed for the services specified under this Contract at the rate shown above in (A), hereby included and made part of this Contract.

C. Contractor may bill the Office one time for services actually provided. The request for payment shall be on the form provided by the Office and shall detail the dates and hours worked.

5. INDEPENDENT CONTRACTOR:

The Contract acknowledges and understands that the performance of this contract is an Independent contractor and as such, the

Contractor is obligated for workmen's compensation, FICA taxes, occupational taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.

6. NON-DISCRIMINATION POLICY:

Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, or disability of an applicant, clients, and/or other staff involved.

7. GOVERNMENTAL REGULATIONS:

The Contractor's obligations under this Contract are subject to all Governmental priorities, restrictions, or orders now or hereafter in force, including those listed in Attachment B, hereby included and made part of this Contract.

8. MISCELLANEOUS REQUIREMENTS:

Upon execution of this contract, the Contractor shall furnish the COUNTY with their Federal Employment Identification Number, mailing addresses and any other pertinent data required by law.

9. SUSPENSION AND TERMINATION:

A. This Contract may be suspended or terminated by any party upon at least thirty (30) day written notice should the other party fail to perform in accordance with the terms of this Contract through no fault of the party initiating the termination.

B. This Contract may be suspended or terminated by the COUNTY upon at least thirty (30) day written notice to the Contractor. In the event of suspension or termination not the fault of the Contractor, the Contractor shall be compensated for all eligible expenditures to the date of suspension or termination, less any payment of reimbursement already made.

10. LIABILITY:

A. The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.

B. The Contractor will indemnify and save harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractor or employees under this Contract.

11. AMENDMENT OF AGREEMENT:

This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the COUNTY. Any such amendment shall be attached to and made a part of this Contract. The contractor has the right to adjust the billing rate due to increases in wages and/or related taxes, benefits, and other mandated costs required to be made. A written request must be made to the County and an amended agreement will be executed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

WITNESSES:

JEFFERSON COUNTY, ALABAMA

By:

Bettye Fine Collins, President, Jefferson County Commission

By:

CONTRACTOR

Dr. Kimberly Leslie Patton, President

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

May-8-2007-595

WHEREAS, the Jefferson County Commission entered into an agreement with Sundance Rehabilitation Corporation on the 20th day of October 2003 to provide rehabilitation services (Physical, Occupational, and Speech Therapies) to the residents of Jefferson Rehabilitation and Health Center in compliance with Medicare and third party payer requirements for long term care; and

WHEREAS, the contract for Sundance Rehabilitation Corporation expired on September 30, 2006 and Sundance Corporation continued to provide the needed services to the residents of Jefferson Rehabilitation and Health Center; and

WHEREAS, Jefferson County Commission owes \$204,877.10 to Sundance Rehabilitation Corporation from the contract expiration date of September 30, 2006 to March 31, 2007; and

WHEREAS, Jefferson Rehabilitation and Health Center requests the extension of the Sundance Rehabilitation Corporation contract 16503 (AP1017031) from October 1, 2006 through May 31, 2007 (with a new contract to be issued beginning June 1, 2007).

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby

authorized to execute extension of the Sundance Rehabilitation Corporation contract 165-03 from October 1, 2006 through May 31, 2007 and authorize the Finance Department to make payment for services rendered through May 31, 2007.

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

May-8-2007-596

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following amendment to agreement between Jefferson County, Alabama through the Office of Senior Citizens Services and Youth "In" Aging, Inc. to remove the definition of "Caregiver" and insert definition of "Care Recipient/Client" and to increase budget by \$6,900 - grant funds.

AMENDMENT TO CONTRACT

CONTRACT #359-05

AMENDMENT#4

This Amendment to Contract entered into this 4th day of December, 2006, by and between Jefferson County, Alabama through the Office of Senior Citizens Services (hereinafter referred to as "The Jefferson County Commission") and Youth "In" Aging, Inc., (hereinafter referred to as the "Contractor").

W I T N E S S E T H:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties entered into on the 1st day of October, 2004, which was approved by the Jefferson County Commission at Minute Book 146, Page 216, dated 10-19-04, is hereby amended by extending the program from October 1, 2006 to September 30, 2007 and as follows:

Add to the Program Component II between the first paragraph and the Caregiver Assistance/ Information and Assistance (1 Contact) the following sentence:

"Definition of Care Recipient/Client A person (the caregiver) who is providing care to a Jefferson County resident 60 years of age or older. There is no specific age requirement for the caregiver."

Add to Responsibilities of the Alabama Cares of Jefferson County Assistant Coordinator:

- Coordinate, including ordering from the vendor, supplemental supplies as requested by the client. Document in AIMS and reconcile billing prior to payment.

Under Item 4 "Compensation", amend the cost of the program by changing the total compensation for the period from October 1, 2006 through September 30, 2007 from \$103,609.00 to \$110,509.00 (See Attached Budget Page - on file in OSCS).

Jefferson County Commission

Contractor

Bettye Fine Collins, President

Antonio Williams, Executive Director

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

May-8-2007-597

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following amendment to agreement between Jefferson County, Alabama through the Office of Senior Citizens Services and Senior Citizens Counseling Services of Alabama, Inc. (Attachments on file in Minute Clerk's office)

AMENDMENT TO CONTRACT

CONTRACT #17404

AMENDMENT#4

This Amendment to Contract entered into this 4th day of December, 2006, by and between Jefferson County, Alabama through

the Office of Senior Citizens Services (hereinafter referred to as "The Jefferson County Commission") and Senior Citizens Counseling Services of Alabama, Inc., (hereinafter referred to as the "Contractor").

W I T N E S S E T H:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties entered into on the 1st day of April, 2004, which is attached and made part of this amendment by reference, is hereby amended as follows:

Item 1. Amend EXHIBIT II PROGRAM COMPONENT by adding the following:

1. Change the name from the "MediSmart in Alabama" program to the Senior Medicare Patrol (SMP) in the contract language.

2. Using the training materials recommended by the Alabama Department of Senior Services and with the guidance of the State SHIP/SMPP Director, implement the CREAMS team volunteer training program in Jefferson County. Develop a training regimen and curriculum to meet the criteria established by the State SHIP/SMPP Director to train the volunteers to serve in the SHIP and SMPP program in Jefferson County.

3. Work to increase the number of volunteers with the SHIP/SMPP program in Jefferson County to forty two (42) as recommended by the State SHIP/SMPP Director.

4. Increase the number of Community Outreach Presentations by targeting groups and geographical areas in Jefferson County that have not had presentations in this contract year.

5. Notify in writing the Executive Director of the Jefferson County Senior Citizens Services in advance (first of the month for that month's events) of all training sessions, outreach programs, meetings and other events related to the SHIP/SMPP program in Jefferson County.

Item 1. Add EXHIBIT III PROGRAM COMPONENT to the original program components as listed on the attachment to this amendment.

Item 6. Amend Exhibit 1 "Budget" by adding the attached budget page to the Contract to increase the amount of funds from \$56,798.00 to \$69,409.00.

All other terms and conditions remain as previously written.

Jefferson County Commission

Bettye Fine Collins, President

CONTRACTOR:

Melanie Jones Gamble, Executive Director

Senior Citizens Counseling Services of Alabama, Inc.

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

May-8-2007-598

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Innovative Approach to provide program development, staffing and management of the On-Site Competency and Accountability Program at Family Court in the amount of \$178,447 annually.

CONTRACT NO. 31-07

PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of December, 2006, by and between Jefferson County, Alabama, hereinafter called "the County", and Innovative Approach, hereinafter called "the Contractor". The effective date of this agreement shall be December 1, 2006.

WHEREAS, the County desires to contract for personal services for the Jefferson County Family Court, hereinafter called "the Family Court"; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Request for Proposal No. 31-07, dated October 25, 2006, the terms of which are included herein by reference. The Contractor shall provide program development, staffing and management of the On-Site Competency and Accountability Program for the Family Court.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render said services to the Family Court at any time after the effective date of this Contract. The completion date of all services under this Contract is November 30, 2007. However, the Contract can be extended, at the County's option, for two (2) additional oneyear periods, not to exceed three (3) full years.
4. **COMPENSATION:** The Contractor shall be compensated for services rendered at a monthly cost of \$14,870.58 payable per submission of an approved invoice. Maximum cost of contract not to exceed \$178,447.00.
5. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
6. **NONDISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
7. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department will information required for Form 1099 reporting and other pertinent data required by law.
8. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
9. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
10. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
11. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract.
Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.
12. **COUNTY FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
13. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

CONTRACTOR:	JEFFERSON COUNTY, ALABAMA
Sylvia Bennett, President/CEO	Bettye Fine Collins, President
Innovative Approach	Jefferson County Commission

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

Carns, Smoot, Collins, Humphryes and Langford.

May-8-2007-599

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Jeffery S. Smith, to fill the unexpired term of Rodney J. Byers, on the Oak Grove Park and Recreation Board, beginning upon approval and ending January, 2008, be and hereby is approved.

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

May-8-2007-600

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Virginia Williams as District 3's appointment to the Jefferson County Greenways Commission, beginning April, 2007 and ending April, 2009, be and hereby is approved.

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

Communication was read from Roads & Transportation recommended the following:

1. BellSouth to install 1,500' of buried cable on Warrior-Kimberly Road and Davenport Circle in Kimberly.
2. BellSouth to install 700' of buried cable along Eastern Valley Road and Carroll Cove in McCalla.
3. Jones Brothers Paving to install 180' of 8" sewer line at 4948 Grayson Valley Pkwy and Chalkville Road (CVS Pharmacy).

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

May-8-2007-601

A RESOLUTION IDENTIFYING SURPLUS COUNTY EQUIPMENT AND
AUTHORIZING THE DISPOSAL OF SAID EQUIPMENT VIA SALE TO THE CITY OF GRAYSVILLE

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following County assets are hereby declared surplus property removed from the fixed assets inventory and disposed of via sale to the City of Graysville, Alabama.

Vehicle	Description	Vin	Price
D928307	TRUCK BUCKET S F700 92	1FDWK74P5NA36597	\$8,500.00

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

May-8-2007-602

A RESOLUTION IDENTIFYING SURPLUS COUNTY EQUIPMENT AND
AUTHORIZING THE DISPOSAL OF SAID EQUIPMENT VIA SALE TO THE CITY OF MULGA

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following County assets are hereby declared surplus property removed from the fixed assets inventory and disposed of via sale to the City of Mulga, Alabama.

Vehicle	Description	Vin	Price
B973007	PU 6K 4X4 F150 97	1FTDX18WXVNB55368	\$1,550.00
B976039	PU 8K F250 97	1FTEX27LXVNC33973	\$1,775.00
B973501	PU 5K 4X4 RANGER	1FTDR15XIVPA20081	\$2,575.00

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

May-8-2007-603

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the Town of County Line for repaving of existing parking lot at the Town Hall in an amount estimated to be \$12,755.40.

AGREEMENT

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Town of County Line (hereinafter called the "Municipality").

WITNESSETH:

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

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

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

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

1. County shall perform the following Scope Of Services:

Repave existing parking lot at Town Hall. Shall include excavate unsuitable material from existing parking lot, replace and compact suitable material, level low areas, chip seal parking lot, and resurface entire parking lot with plant mix wear surface.

Estimated cost of service estimated to be \$12,755.40. Mowing of area, when requested, will be an additional \$30.00 each time mowing occurs.

2. Municipality shall perform the following Scope Of Services:

Install and maintain dirt barrier. Barrier to be approximately 10 feet by 40 feet and shall be installed at a minimum of 15 feet from edge of pavement.

3. Municipality and the Municipality representative signed below, certify by the execution of this Agreement that no part of the work performed by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever will be used by or used in any way whatsoever for the personal benefit of any official or member or employee of any Municipality whatsoever or family member of any of them, and any agency or subsidiary of Municipality; and further certify that neither the Municipality nor any of its officials, members or employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public employee, in any manner

whatsoever, to secure or obtain this Agreement, and further certify that, except as expressly set out in the Scope Of Services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

BETTYE FINE COLLINS, President

Jefferson County Commission

TOWN OF COUNTY LINE

Its:

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

May-8-2007-604

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the City of Adamsville for the installation of sidewalk at Adamsville Baseball Park in an amount estimated to be \$8,195.47.

AGREEMENT

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

WITNESSETH:

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

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

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

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

1. County shall perform the following Scope Of Services:

Installation of 1440 square feet of concrete sidewalk at Adamsville Ball Park.

2. Municipality shall perform the following Scope Of Services:

Provide access and maintain a safe and clear work zone during all phases of construction.

3. Municipality and the Municipality representative signed below, certify by the execution of this Agreement that no part of the work performed by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever will be used by or used in any way whatsoever for the personal benefit of any official or member or employee of any Municipality whatsoever or family member of any of them, and any agency or subsidiary of Municipality; and further certify that neither the Municipality nor any of its officials, members or employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public employee, in any manner whatsoever, to secure or obtain this Agreement, and further certify that, except as expressly set out in the Scope Of Services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

4. To the extent allowed by law Municipality shall indemnify and save harmless the County, its officials and employees from all

suits, actions or any claims of any character and judgments in any way arising out of County's performance of this Agreement whether alleged in tort or in contract, including any injuries or damages received or sustained by any persons or property due to the performance of the Agreement including any neglect in safeguarding in the work or through use of unacceptable materials in the constructing of the work. This provision shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

CITY OF ADAMSVILLE

Terry Loggins

Its:

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

May-8-2007-605

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the City of Graysville for installation of driveway at the Graysville Fire Station in an amount estimated to be \$7,291.47.

AGREEMENT

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and City Of Graysville (hereinafter called the "Municipality").

WITNESSETH:

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

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

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

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

1. County shall perform the following Scope Of Services:

Installation Of 1680 Square Feet Of Concrete Driveway At Graysville Fire Station.

2. Municipality shall perform the following Scope Of Services: Provide

Access And Maintain A Safe And Clear Work Zone During All Phases Of Construction.

3. Municipality and the Municipality representative signed below, certify by the execution of this Agreement that no part of the work performed by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever will be used by or used in any way whatsoever for the personal benefit of any official or member or employee of any Municipality whatsoever or family member of any of them, and any agency or subsidiary of Municipality; and further certify that neither the Municipality nor any of its officials, members or employees or parties in interest has in any way colluded, conspired, connived, with any member of the

governing body or employee of the governing body of the County or any other public employee, in any manner whatsoever, to secure or obtain this Agreement, and further certify that, except as expressly set out in the Scope Of Services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

CITY OF GRAYSVILLE

Doug Brewer, Mayor

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

May-8-2007-606

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

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

American Land Development Corp.

Developer

Windsor Parc Phase 1 Sector 3

Project

Seal Coat

Improvements

15 to 18 Months

Completion Date

\$52,500.00

Deposit

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

W I T N E S S E T H:

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

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

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

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

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

1. Developer shall deposit the Deposit with the County to hold in the County's bank deposit account pursuant to this Deposit Agreement.

2. The County shall sign the record plat map for the Project upon receipt of the Deposit.

3. If the Improvements have not been completed on or before the Completion Date, the County shall be entitled to use the Deposit to complete the Improvements. If the proceeds of the Deposit exceed the amount required to complete the Improvements, the excess shall be refunded to Developer.

4. If the amount of the Deposit is insufficient to complete the Improvements, the County shall notify Developer of the amount of the deficiency (the "Deficiency") which sum shall be due and payable from Developer to the County within five business days after delivery or posting in the U. S. Mail of the notice to the following address:

American Land Development Corp.

33 Inverness Center Parkway, Suite 100

Hoover, AL 35242

205 - 981-9414

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission
American Land Development Corp.
Gary W. Thomas, President

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

May-8-2007-607

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

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Delcor Construction, Inc.
Developer
Olde Sardis
Project
Seal Coast Street (asphalt)
Improvements
4/15/09
Completion Date
\$14,000
Deposit

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

W I T N E S S E T H:

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

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

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

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

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

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

Delcor Construction, Inc.	Attn: Jean Deason
P.O. Box 773	Phone: 631-1926
Gardendale, AL 35071	Fax: 631-0750

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Delcor Construction, Inc.

Jean Deason, President

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

May-8-2007-608

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Ervin Batain to serve as Commission District 2 citizen appointee to the Jefferson County Greenways Commission, beginning April 2007 and ending April 2009, be and hereby is approved.

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

May-8-2007-609

"Nothing ever comes to one that is worth having, except as a result of hard work" -Booker T. Washington

WHEREAS, it is the policy of the Jefferson County Commission to recognize individuals that impact our community and the lives of our citizens for the better; and

WHEREAS, Lawson State Community College is celebrating its Annual Honors and Awards Day Program; and

WHEREAS, The Social and Behavioral Sciences Department chooses an outstanding student in social science; and

WHEREAS, Ms. Ashley Favors has excelled as a Pre-Teacher Major with a 3.0 grade point average; and

WHEREAS, Ms. Ashley Favors has exemplified dedication and excellence in preparing for her future.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION OF THE STATE OF ALABAMA that a copy of this resolution be presented to Ms. Ashley Favors on April 24, 2007 as our recognition of academic achievement.

Signed by the Jefferson County Commission on the 23rd day of April 2007.

Bettye Fine Collins, President
Bobby Humphryes, Commissioner
Larry P. Langford, Commissioner
Shelia Smoot, Commissioner
Jim Carns, Commissioner

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

May-8-2007-610

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Non-Disclosure and Data License Agreement between Jefferson County and _____ authorizing the use of Geographical Information Systems digital products and services in accordance with the approved County GIS fee schedule.

Michael L. Stein

Sanford Hendon, P.E.

McGiffert & Associates, LLC

Robert F. Crider *

Janice Roper Whitman *

Broken Arrow Land & Timber, Inc.

*

IN CONSIDERATION of the payment by LICENSEE of the applicable fees in accordance with the Jefferson County Geographic Information Systems fee schedule, Jefferson County hereby licenses and lets unto the following LICENSEE the use, for its own purposes and no other, of selected digital data elements as described below.

This LICENSE is subject to the following conditions and provisions:

A) The LICENSE hereby granted is for the use of the LICENSEE for its internal purposes only and may not be assigned, granted, sold, transferred, or in any other way made available to any other individual, firm, company, corporation or government or governmental agency without the specific written consent of Jefferson County.

B) The digital data elements licensed hereby are without any warranty whatsoever, express or implied, or for any particular purpose whatsoever and are accepted by LICENSEE "as is."

C) The term of this LICENSE shall be indefinite. Provided however, LICENSOR may terminate this LICENSE for breach of any of its conditions or provisions by delivery to LICENSEE of a written notice of termination. Upon such termination LICENSEE shall immediately return to LICENSOR all elements and items licensed hereby and all copies thereof. LICENSEE shall not be entitled to any refund of fees. LICENSEE shall be liable to LICENSOR for all damages resulting to or incurred by LICENSOR from the breach hereof.

GIS DIGITAL PRODUCTS AND SERVICES LICENSED HEREBY:

GIS Data and Services

Data and Services *

Executed on the dates reflected below by the duly authorized representatives of the parties hereto.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Shelia Smoot, Commissioner

Technology and Land Development

CONTRACTEE

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

May-8-2007-611

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an a Cooperative Agreement between Jefferson County, Alabama and the City of Helena for the sharing of Geographic Information System (GIS) information data and associated technology.

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

May-8-2007-612

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the District Attorney and Deputy District Attorney Jason Asbell to have the County provided compensation, pension contribution and health insurance amounts paid directly to the Office of Prosecution Services and merged with State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

AGREEMENT

RECITAL:

Alabama law requires Jefferson County to pay specified annual compensation to the Birmingham and Bessemer District Attorneys and their deputies. The law also requires the State to pay a portion of the compensation for the District Attorneys and for some

of the Deputy District Attorneys. Where the compensation responsibility is divided between the County and the State, the Attorneys' pension membership is also divided between the County pension and the State pension. Through this Agreement, the parties establish an option for the District Attorneys and the Deputy District Attorneys to elect to have the County provided compensation, pension contribution and health insurance amounts for single or family coverage paid directly to the Office of Prosecution Services (OPS) and merged with the State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

WITNESSETH:

IN CONSIDERATION OF THE PREMISES, Jefferson County (the County), the District Attorney and the Deputy District Attorney agree as set out below:

Definition: As used herein the term "County provided compensation/benefits" shall mean:

- a) The respective salary amounts for DDA's established by legislative act (and as amended) applicable to the Birmingham and Bessemer District Attorneys Offices and directed to be payable by Jefferson County as salary compensation;
- b) An amount equal to 3% of the salary compensation representing an employer pension match;
- c) An amount equal to 86% of the amount paid by the State toward the cost of State health insurance for either single or family coverage elected by the DDA.

* In accordance with past practice, the County shall include an amount for FICA upon the condition that the County will be reimbursed by the State.

- 1) By execution below, the Deputy District Attorney hereby elects to have his County provided compensation/benefits paid directly to the Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.
- 2) By execution below, the District Attorney hereby endorses and approves the above election of the Deputy District Attorney.
- 3) The County hereby agrees to make monthly payments of the County provided compensation/benefits directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the Deputy District Attorney on the OPS payroll.
- 4) The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically amended to reflect changes in the compensation to be paid by the County; i.e., the annual step raises and promotions for Deputy District Attorneys and changes in insurance coverage and the amount paid by the State.
- 5) This Agreement may be terminated by any party upon two months prior written notice to the other parties.
- 6) The effective date of this Agreement shall be July 1, 1999, or upon the effective date of the undersigned DDA's election, if later.

IN WITNESS WHEREOF, the parties have executed this Agreement as reflected below.

Date	JEFFERSON COUNTY, ALABAMA Larry Langford, President Jefferson County Commission
Date	David Barber District Attorney Birmingham Division
Date	Jason Asbell, Deputy District Attorney Birmingham Division

AMENDMENT AGREEMENT

WITNESSETH

IN CONSIDERATION OF THE PREMISES, the Agreement between Jefferson County (the County), the District Attorney, and the Deputy District Attorneys of October, 1999, approved by County Commission Resolution No. Sept. 29-99 No. 1274, Minute Book 125, page 531, is hereby amended as follows:

Paragraph (3), page 2, is amended to read:

- (3) The County hereby agrees to make the quarterly payments in advance, no later than the 10th day of the months January, April, July and October of each year, of the County provided compensation/ benefits, directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the deputy district attorney on the OPS payroll.

IN WITNESS WHEREOF, the parties have executed this Amendment Agreement as reflected below.

JEFFERSON COUNTY, ALABAMA Larry Langford, President Jefferson County Commission David Barber, District Attorney Jason Asbell, Deputy District Attorney
--

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

May-8-2007-613

WHEREAS, the Jefferson County Commission established the Jefferson County Economic Stimulus Program in conjunction with Operation New Birmingham (ONB) to provide short term loans to business and developers pre-qualified by ONB respecting job creation, tax base development and other economic development criteria; and

WHEREAS, the County Commission has, by duly approved resolutions approved on September 30, 2003 and November 16, 2004, provided \$10,000,000 of loan funds for the program; and

WHEREAS, the County Commission reserved the right in said resolutions to terminate its continuation in the program after one year and to recover its funds as the outstanding loans are repaid; and

WHEREAS, the County Commission has determined that, due to revenue and budgetary constraints, it is in the public interest to terminate its continuation in the program.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County's continuation in the ONB Economic Stimulus Program is hereby terminated effective immediately, with no further loans being made pursuant to said program. Be it further resolved that the terms and conditions of all outstanding loans shall remain in place and said outstanding loans shall be repaid as set forth in the loan agreements.

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

May-8-2007-614

WHEREAS, pursuant to standards and requirements set by the Clean Water Act of 1972, the Jefferson County Commission in 1996 sought to rehabilitate its sewer system to comply with said Act; and

WHEREAS, during the course of the County's efforts to rehabilitate its sewer system, federal investigations and prosecutions have revealed that several thousands of dollars was either paid, or received, in the form of bribes by County officials and contractors performing work pursuant to the County's efforts to comply with the Clean Water Act of 1972; and

WHEREAS, the position by the Commission has been that any bribes determined by the Court to have been paid or received, should be restitution due and payable to the County; and

WHEREAS, the Courts have ordered restitution pursuant to the County's position.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that any amounts of restitution collected pursuant to public corruption cases related to the Jefferson County sewer rehabilitation project shall be earmarked for payment of the debt incurred by the Commission in the undertaking of such sewer rehabilitation.

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

May-8-2007-615

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and BWW, Inc., d/b/a Servpro of Birmingham, subject to approval by the Jefferson County Personnel Board, to provide water mitigation and emergency restoration services.

CONTRACT NO. 146-07

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this _____ day of _____, 2007, by and between JEFFERSON COUNTY,

ALABAMA, hereinafter called "the County" and BWW, INC., d/b/a SERVPRO OF BIRMINGHAM, hereinafter called "the Contractor". The effective date of this contract shall be _____, 2007.

WHEREAS, the County wishes to expand the services currently provided pursuant to Bid No. 20605 for emergency sewer clean up and desires to contract for emergency water damage mitigation and emergency restoration services as hereinafter defined; and

WHEREAS, the Contractor desires to furnish said services for the County.

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

1. Definitions.

(a) "Emergency Water Damage Mitigation" shall mean the scope of services required to remove water and water born contaminants from dwellings, businesses and improved premises resulting from or caused by backup or other discharge from County sewage facilities and the associated cleaning, drying and decontamination and removal of contaminated structural material including replacement of affected carpet and flooring and any other affected porous structural material, with "like kind and quality".

(b) "Emergency Restoration Services" shall mean the scope of services required following emergency water damage mitigation to restore subject premises to a condition that will permit its continued use in accordance with its actual use immediately before the emergency water damage event.

(c) "Customer" shall mean the owner and authorized occupant to be determined by Contractor. Contractor shall attempt to determine whether notification to mortgagee or other lienholder is required and provide notice if possible.

(d) "Authorized Emergency Services" shall mean any Emergency Water Damage Mitigation and Emergency Restoration Service authorized by this contract.

2. Engagement of Contractor.

The County agrees to engage the Contractor and the Contractor agrees to perform the services hereinafter set forth.

3. Scope of Services.

This contract replaces the contract resulting from Bid No. 206-05. Provided, all work in progress thereunder upon the effective date of this contract, shall be completed in accordance with that contract.

This contract results from Jefferson County Request for Proposal No. 146-07 dated February 13, 2007, the terms of which are included herein by reference except to the extent of conflict with this contract, wherein this contract shall prevail. The Contractor shall perform all Emergency Water Damage Mitigation and Emergency Restoration Services provided under this contract as required by Jefferson County Risk Management.

(a) Emergency Water Damage Mitigation.

(1) Contractor receives communication from the County of an emergency water damage event. Contractor shall contact Customer within one (1) hour of receipt of the communication and shall place a cleanup crew on site within four (4) hours. Contractor shall provide a verbal briefing to Risk Management within eight (8) business hours of completion of the emergency services.

(2) Contractor shall obtain appropriate authorization from Customer and establish a time for performance of the services.

(3) Contractor shall immediately perform the Emergency Water Damage Mitigation. Provided, if the estimated cost exceeds \$7,500, Contractor shall immediately notify Risk Management.

(4) If the services call for carpet and/or flooring, Contractor is authorized to engage Riverchase Flooring or another provider at an equivalent or less cost to perform its analysis of the grade and material and estimate the cost of replacement of the affected area with like kind and quality.

(5) Contractor is authorized to engage the provider to perform carpet and flooring replacement up to a total cost of \$7,500. If the estimated cost exceeds \$7,500 Contractor shall immediately notify Risk Management.

(6) If the Customer rejects the proposed carpet or flooring replacement, Contractor shall perform only such services authorized by Customer, and shall report the rejected services to Risk Management.

(7) If the service calls for Emergency Restoration Services consisting of porous structural material or HVAC duct work, Contractor is authorized to engage a provider at rates that coincide with the current price list provided by Xactimate or less, with a maximum cost of \$7,500 for restoration services for HVAC duct work and a maximum cost of \$7,500 for restoration of affected porous structural material including drywall, painting, finishing and built in cabinets.

(8) If the estimate for any separate Emergency Restoration Service exceeds \$7,500 and the customer indicates a willingness to accept the proposal, the Contractor shall consult with Risk Management (who may consult with the County Attorney's Office) for authorization to proceed. A decision shall be communicated to Contractor within 72 hours.

(9) Contractor shall immediately contact Risk Management upon discovery of any presence of mold associated with the affected premises. If the existence of mold is approximately ten square feet or less, Contractor will provide mitigation services. If the mold is in excess of ten square feet, Contractor will notify Risk Management and Risk Management will see to the engagement of an Industrial Hygienist to develop the scope of work therefor. Risk Management and the Contractor will have a separate agreement to perform that scope of work.

(10) Contractor's estimates shall coincide with the current Xactimate price list or less. If the estimated cost of any service whatsoever by Contractor or subcontractor exceeds the sum of \$7,500, Risk Management may obtain an additional estimate from another provider within 72 hours. If there is a significant difference in the opinion of the Risk Manager, Contractor and Risk Management shall immediately negotiate the differences and reach a decision within 72 hours.

(11) Contractor shall take photographs of each loss that will clearly record and demonstrate the loss site before mitigation and after mitigation. Additional 4 photos will be made of personal property affected by the event that is not included in the site photos.

(12) The County shall not be responsible for any replacement upgrade of any damage that goes beyond replacement of "like kind and quality". Contractor shall notify the County of any arrangements that call for any such upgrade beyond "like kind and quality".

(13) Contractor will continuously monitor the mitigation services to assure the performance of all authorized emergency services to completion as soon as reasonably possible. Contractor shall report to Risk Management any services that are not completed within ten (10) business days from the date of the signed authorization along with an estimated completion date.

(14) Contractor will perform a final inspection with a Production Manager who will meet with the Customer and complete the Final Inspection report with copy to Risk Management and obtain a Certificate of Satisfaction from the Customer with copy to the Risk Manager and Contractor.

(15) Contractor shall perform the services in a professional and ethical manner and in compliance with all applicable laws and regulations and in accordance with industry standards.

(16) Contractor will insure that any subcontractors comply with and satisfy all applicable laws and regulations and perform their services in a professional and ethical manner and in compliance with industry standards.

4. Warranty.

(a) Contractor will warrant in writing to the County, for a period of two (2) years 5 from the date of the homeowner/occupants Final Certificate of Satisfaction, that all workmanship of Contractor and any subcontractors performing services will: (i) be performed in accordance with the estimate of Contractor, the job Scope of Work, and any mitigation/repair/replacement services performed for damages caused by sewer backup within the County; and (ii) will be of good quality and free from any fault or defect. This warranty excludes damage caused by normal wear, tear, improper maintenance, and/or abuse.

(b) Contractor will warrant in writing to the County, for a period of one (1) year from the date of the Customer's Final Certificate of Satisfaction, that all materials, equipment, or other building components furnished by Contractor, and any subcontractors, will be new, of good quality, and free of defect.

(c) Contractor shall resolve and correct any warranty issues within thirty (30) days of the receipt of the written notification from the County or the Customer.

5. Term of Agreement and Authorization to Perform Work.

The Contractor shall be available to render above professional services to the County at all times (24 hours/day, 365 days/year) after the effective date of this Contract. The completion date of all services under this contract is September 30, 2008. However, the contract may be extended for two terms not to exceed a total of three (3) full years upon approval by the County Commission and the Contractor.

6. Compensation.

Upon completion of the authorized work, Contractor shall provide to the County the final itemized invoice covering Contractor's own work and any subcontractor's work and a Certificate of Satisfaction (COS) signed by the Customer for the services. Payments for 6 completed work of Contractor and authorized subcontractors, including an administrative fee of 10% of the subcontractor's invoice (exclusive of taxes) shall be made directly to the Contractor within thirty (30) days of submission of invoice. Contractor agrees not to file any lien against the Customer for any amount due and owing by the County.

Contractor shall maintain a copy of the estimate, the photographs and the original invoices along with the supporting documentation as submitted to the County for a five (5) year period.

7. Independent Contractor.

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

8. Non-Discrimination Policy.

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

9. Miscellaneous Requirements.

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

10. Termination of Contract.

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

11. Liability

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

12. Amendment of Agreement.

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

13. Insurance.

Contractor will maintain such insurance as will protect Contractor and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date. Contractor must have adequate general and professional liability insurance of \$1,000,000 per occurrence.

14. County Funds Paid.

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

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

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

JEFFERSON COUNTY, ALABAMA

BETTYE FINE COLLINS, President

Jefferson County Commission

BWW, INC., d/b/a SERVPRO OF BIRMINGHAM

YANCY SASAN, General Manager

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

