

STATE OF ALABAMA)

JEFFERSON COUNTY) July 17, 2007

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

District 1 Larry Langford

District 3 Bobby Humphries

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Carns seconded by Commissioner Langford that the Minutes of July 10, 2007, be approved. Voting "Aye" Carns, Langford, Collins and Humphries.

Jul-17-2007- 860

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Special Meeting of the Jefferson County Commission held on July 12, 2007 at 10:00 a.m. in the Jefferson County Courthouse in Birmingham is hereby acknowledged and confirmed and the following resolutions and actions taken and approved by the County Commission therein are hereby acknowledged, confirmed, ratified and approved.

On Motion by Commissioner Carns and seconded by Commissioner Humphries, voting "Aye" Carns, Humphries, Collins and Langford.

Jul-12-2007-859

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the attached list of properties to be purchased in accordance with the Jefferson County Flood Mitigation Program, be and hereby is approved.

FLOOD MITIGATION BUY-OUT PROGRAM

<u>DESCRIPTION</u>	<u>AMOUNT</u>
1635 Barrington Circle, 35215	\$ 102,231.02
708 Earline Street, 35215	\$ 115,181.55
704 Earline Street, 35215	\$ 123,197.67
1943 Brewster Road, 35235	\$ 144,421.77
701 Earline Street, 35215	\$ 109,191.07
813 Earline Street, 35215	\$ 117,544.90
1939 Brewster Road, 35235	\$ 140,282.51
1716 Serene Drive, 35217	\$ 105,436.75
517 10 th Street, 35217	\$ 34,315.00
604 7 th Avenue, 35217	\$ 42,133.50
2846 Sweeney Hollow Road, 35215	\$ 119,501.55
3213 Old Sweeney Hollow Road, 35215	\$ 118,109.19
3221 Sweeney Hollow Road, 35215	<u>\$ 59,974.34</u>
TOTAL	\$1,331,520.82

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

A Public Hearing was held to receive comments regarding the proposed new C-U Current Use District to the Zoning Resolution of Jefferson County. There being no comments, the Commission took the following action:

Any owner of an interest in land classified into the Current Use District zoning may, at any time following such reclassification, file a petition seeking rezoning to different classification in accordance with Article 18 of this Resolution.

However, it is hereby provided that the rezoning fees of said Article shall be waived with regard to the first such filing for any given parcel or property.

END SECTION 711

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

A Public Hearing was held per the request from LaDana Williams regarding the unsafe structure located at 1001 Manor Circle. LaDana Williams was not present for the Hearing and the Jefferson County Commission took no action.

STAFF DEVELOPMENT

Multiple Staff Development

Community Development/2 Participants

Joel Knight	Atlanta, Georgia	\$239.38
Ron Having	Southern Building Show & Conference June 21-22, 2007	\$178.50

Family Court/2 Participants

Harold Dickinson	Birmingham, Alabama	\$294.00
Erica Dozier	Personality Disorders Training by Cross Country Education August 1, 2007	\$294.00

Individual Staff Development

Cathy Hulsey	Economic Dev	Atlanta, Georgia Performance Reporting & Management Training August 27-30, 2007	\$574.00
Daniel G. Voketz	Land Dev	Miami, Florida The Smart Code Workshop November 7-11, 2007	\$1,375.98
Billie J. Moore	Sheriff's Dept.	Pelham, Alabama Domestic Violence Intervention August 10, 2007	\$189.00

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

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

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

1. General Services from Trinity Contractors, Birmingham, AL for domestic water booster system, \$49,136 - total. Ref. Bid #257-07
Motion was made by Commissioner Langford seconded by Commissioner Carns that the Purchasing Minutes be approved.

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

REQUEST FOR CERTIFICATION

Human Resources

Administrative Assistant II

Department of Revenue - Birmingham

Accountant - 2 positions

Board of Equalization - Birmingham

Property Appraiser - 8 positions

Senior Property Appraiser

General Services - Bessemer

Laborer I

General Services - Grounds

Laborer I

Environmental Services - Cahaba River WWTP

Laborer III - 3 positions

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

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Capital Improvements - Tax Assessor/Birmingham \$271,948

Rollover funds to cover encumbrances that rolled forward from FY06 to FY07. The State Department of Revenue reimburses the County for this expense. No Additional Funds Required.

2. Cooper Green Mercy Hospital \$621,216.69

Shift funds from CGMH to Sheriff's Department for reimbursement of expenses related to healthcare services for County prisoners and to clear negative expenditure accounts. No Additional Funds Required.

3. Jefferson Health System \$0

Add a Physician position to Ambulatory Clinics and delete a Medical Director - Jails from Forensic Medicine. No Additional Funds Required.

4. Jefferson Health System \$0

Add a Physical Therapy Assistant (Gr. 20) position and delete a Patient Care Technician (Gr. 9). Annual cost \$17,056. No Additional Funds Required.

B. FOR INFORMATION ONLY

Sheriff's Department \$0

Shift a Sergeant (Gr. 20) position from one section unit to another. No Additional Funds Required.

Personnel Board \$485,545

Shift funds from salaries and other expenditure accounts to cover legal expenses. No Additional Funds Required.

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

Jul-17-2007-862

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign a letter of support for the new areas proposed by the HUD Home Ownership Center (HOC) in Atlanta, Georgia based on a high inventory of HUD homes. This proposal will expand the HUD Officer/Teacher Next Door program in Jefferson County and will authorize the Community Development department to file an application for this program.

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

Jul-17-2007-863

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Kimberley H. Fort to fill the unexpired term of Larry K. Chamblee on the Board of Directors of The Mental Retardation and Developmental Disabilities Health Care Authority of Jefferson County, beginning upon approval and ending February, 2010, be and hereby is approved.

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

Jul-17-2007-864

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is authorized and directed to transfer \$333,333.33 from Cooper Green Hospital (Fund 31) to the General Fund (01) for expenses related to healthcare services for inmates.

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

Jul-17-2007-865

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the academic training contract of the following is hereby approved in accordance with Administrative Order No. 92-6: LaWanda Rachelle Bonner - Sheriff's Department and Lisa A. McGough - Revenue.

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

Jul-17-2007-866

WHEREAS, the Jefferson County Commission has established the Flood Mitigation Program for the purpose of acquiring flood-prone properties, and

WHEREAS, participation in the Flood Mitigation Program is available to those municipalities that agree to adopt and enforce the Higher Regulatory Standards Floodplain Ordinance, as established by the Jefferson County Commission, and

WHEREAS, the municipalities of Brighton, Brookside, Center Point, Graysville, and Pinson have stated their intent to participate in the Flood Mitigation Program, and

WHEREAS, these participating municipalities have requested that the Jefferson County Floodplain Administrator serve as the administrator of their respective Higher Regulatory Standards Floodplain Ordinance, and

WHEREAS, the Jefferson County Commission finds it in the public interest to support intergovernmental cooperation in the management of flood-prone areas,

NOW THEREFORE BE IT RESOLVED, that the commission president is hereby authorized to enter into an Agreement For Floodplain Management Services with the municipalities of Brighton, Brookside, Center Point, Graysville, and Pinson.

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

Jul-17-2007- 867

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: July 10, 2007
Purpose: Payment for acquired right-of-way: 0.02 acres (more or less)
0.11 acres (more or less) TCE Tract No. 11 - Heflin Avenue - TOPICS Phase VII
Project No.: STPBH-9802(75)

Agent: Jim Miller
Price: \$950.00
Pay to the order of: Louie Tommie Thompson
Mailing Address: 1616 Heflin Way
Birmingham, AL 35214
Fund #22-0000-52503-0000-70047-000
Check Delivery Code 5000

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

Jul-17-2007-868

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
Franklin Parc 2nd Sector
Project
Seal Coat
Improvements
One Year Build-out
Completion Date
\$36,500.00
Deposit

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

WITNESSETH:

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

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

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

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

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

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

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

Jul-17-2007-869

WHEREAS, the County of Jefferson, Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project No. NHF-0005(515) Guardrail, Guardrail End Anchors, Planing, Loop Detectors, Resurfacing and Permanent Traffic Stripe along SR-5 (US-78) from CR-88 (Heflin Avenue) to CR-65 (Minor Parkway).

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

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

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

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

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

N/A

Please refer to: Project Notes, Traffic Signal Notes, Traffic Control Notes (Sheets 21 - 2W)

Please refer to: Traffic Control Plans (Sheets 6 - 17)

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the National Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

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

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

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 17th day of July, 2007.

ATTEST

Bettye Fine Collins

County Clerk

Commission President

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

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

Jul-17-2007-870

WHEREAS, the County of Jefferson, Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project No. NHF-0005(516) Guardrail, Guardrail End Anchors, Planing, Loop Detectors, Resurfacing and Permanent Traffic Stripe along SR-5 (US-78) from CR-105 (Cherry Avenue) to CR-88 (Heflin Avenue).

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

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

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

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

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

N/A

Please refer to: Project Notes, Traffic Signal Notes, Traffic Control Notes (Sheets 2E - 2R)

Please refer to: Traffic Control Plans (Sheets 6 - 16)

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the National Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

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

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

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 17th day of July, 2007.

ATTEST

Betty Fine Collins

County Clerk

Commission President

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

Jul-17-2007-871

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Engineering Design Technologies, Inc. to provide design and roadway and bridge construction plans for improvements on Patton Chapel Road from Craywich Drive to Chapel Lane in the amount of \$256,226 (80% federal funds - 10% City of Hoover funds - 10% County funds).

AGREEMENT

This Agreement made this _____ day of _____, 2007, by and between Jefferson County in the State of Alabama (hereinafter referred to as the COUNTY), and Engineering Design Technologies, Inc. (hereinafter referred to as the CONSULTANT).

WHEREAS, CONSULTANT shall provide all professional services necessary for the design and production of complete roadway construction plans, including corridor study, field surveys, preliminary roadway plans, preliminary bridge plans, right-of-way map, tract sketches, deeds, and final roadway plans for the widening of Patton Chapel Road from Crayrich Drive to Chapel Lane, Jefferson County, Alabama.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated, it is hereby agreed between the parties as follows:

" As a part of the obligation of the CONSULTANT to the COUNTY under this AGREEMENT, the CONSULTANT does hereby certify that CONSULTANT has no financial or other interest in the outcome of the project proposed under this AGREEMENT."

W I T N E S S E T H

In consideration of the mutual covenants hereinafter stipulated, it is agreed between the parties as follows:

The CONSULTANT, in the preparation of plans and any other items pertaining thereto for this project, will meet the requirements for conformance with the Standards adopted by AASHTO, Alabama Department of Transportation (hereinafter referred to as the STATE) Standards and Specifications and will ascertain the written practices of the STATE and COUNTY prior to beginning any work on this project. All work required under this AGREEMENT will be performed in accordance with these standard practices, and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this AGREEMENT will be subject to the Review, Approval and Acceptance of the COUNTY, STATE and Federal Highway Administration.

ARTICLE I SCOPE OF WORK

The CONSULTANT will prepare corridor base maps, identify features and environmentally sensitive areas, secure corridor approval, perform necessary field surveys and mapping, prepare preliminary roadway and bridge plans, and prepare contract roadway plans for the widening of Patton Chapel Road from Crayrich Drive to Chapel Lane in Jefferson County, Alabama, a distance of approximately 1.5 miles. These improvements are to facilitate the conversion of this two-lane road to a three-lane facility, replace existing bridge, add sidewalks to south side of roadway, add curb and gutter and signalize intersection at Chapel Lane and shall be understood to include all necessary and related work on intersections, service roads, and driveways. It is anticipated that these improvements will generally be made along the existing alignment of Patton Chapel Road. The work to be performed by the CONSULTANT will include the corridor studies; field survey and mapping; preliminary bridge plans, right-of-way map, tract sketches

and deeds and contract plans, all as follows:

SECTION 1 CORRIDOR STUDIES

TASK A: PRELIMINARY CORRIDOR INVESTIGATIONS

A-1 Study COUNTY supplied digital U.S.G.S. quadrangle maps and raster photography in conjunction with on-site review. The CONSULTANT will use available mapping for alternate route studies.

A-2 Identify environmentally sensitive areas on base maps supplied by the COUNTY.

A-3 Analyze each alternate that is carried forward to determine the minimum level of safe accommodations for bicyclists and pedestrians utilizing guidelines and standards contained in the Birmingham Area Bicycle, Pedestrian and Greenway Plan and accompanying documents.

A-4 Meet with the COUNTY to present the corridor base map with environmentally sensitive areas labeled.

A-5 In conjunction with the COUNTY, and for review by ALDOT, develop general design criteria for all roadways within the projects limits, including tentative typical sections, determine points of access, intersection locations, number of roadway lanes (for main roadways and cross streets), grade separation locations and typical road sections for each reasonable alternate. Plot existing horizontal and vertical alignment to determine existing grades, curvature and design speed.

A-6 Perform a capacity analysis of Design Year Traffic as furnished by ALDOT and data for each of the preliminary design alternates for the main roadway. Make appropriate changes in design as necessary to insure a satisfactory level of service.

A-7 Perform a signal warrant analyses for the following locations: Patton Chapel Road and Chapel Lane

A-8 Develop study reports for alternates and meet with the COUNTY to present the study report of conceptual design alternatives.

TASK B: ALTERNATIVE UPGRADING STUDIES

B-1 Based on the project design considerations mutually agreed to between the CONSULTANT and COUNTY, the CONSULTANT will develop and study preliminary alternate designs on a scale as required to determine feasibility showing edge of pavements, construction limits, break points, and normal right-of-way width. Profiles for the centerline of the project and cross streets will be developed as required to, assure workability at a suitable scale as approved by ALDOT.

B-2 Prepare schematic drainage layout of any major drainage improvements that may effect the right-of-way requirements. Identify on base map major drainage structures.

B-3 The CONSULTANT will prepare preliminary right-of-way cost estimates as follows:

A. Field review each alternate noting all improvements that would be taken or damaged. Note displacements and their classification. Note all land uses, potential hazardous materials or underground storage tank sites.

B. Research Real Estate Market to estimate the land values for each type property.

C. Calculate area required for each type property.

D. Total all elements of cost and prepare written estimates.

E. Prepare written relocation study, including form ROW-RA-1 for each alternate with a narrative analysis to the extent appropriate for the project.

The preliminary right-of-way cost estimates will be submitted to COUNTY and ALDOT for review.

B-4 The CONSULTANT will prepare Preliminary Utility Relocation Cost Estimates as follows:

A. A map reconnaissance should be made in order to become familiar with the topography. Plans, drawings, typical sections or aerial photos should be examined in order to become familiar with existing topography and the proposed facility.

B. A field reconnaissance should be conducted in order to examine and collect data on existing utility facilities, identify all existing utility facilities, and determine utility ownership.

C. Contact each utility owner and determine the following:

1. General location of their facilities

2. Determine size, type and characteristics of each facility

3. Determine whether facilities are transmission or distribution

4. Determine which facilities must maintain uninterrupted service to customers.

The Preliminary Utility Relocation Cost Estimates will be submitted to COUNTY and ALDOT for review.

B-5 A Public Involvement meeting will be conducted by the STATE, with assistance from the CONSULTANT. The CONSULTANT will prepare technical data, maps, and layouts as necessary for the public meeting. Representatives of the CONSULTANT will be in attendance at the public meeting to explain or comment upon matters pertaining to studies completed on this project. The CONSULTANT will assist the STATE in analyzing comments through public meeting and in resolving comments with the scope of the AGREEMENT to the satisfaction of the STATE and COUNTY. The CONSULTANT will meet the STATE and COUNTY personnel prior to the public meeting.

B-6 Review each feasible alternate design taking into consideration the social, economic, and environmental effects of each feasible alternate. A previously approved Environmental document shall be re-evaluated, written by ALDOT and submitted to FHWA for approval.

B-7 The corridor public hearing will be conducted by the STATE with assistance from the CONSULTANT. The CONSULTANT will prepare technical data, maps, and layouts as necessary for the public hearing. Representatives of the CONSULTANT will be in attendance at the public hearing to explain and comment upon matters pertinent to studies performed on this project. The CONSULTANT will meet with the STATE and COUNTY personnel prior to the meeting. The CONSULTANT will assist the STATE in analyzing comments received from the public hearing within the scope of the AGREEMENT, to the satisfaction of the STATE and COUNTY.

TASK C ENGINEERING ANALYSIS ON SELECTED ALTERNATIVE

C-1 After selection of the preferred alternate, the CONSULTANT shall submit the type, size and location of the bridge for approval by the STATE and COUNTY. After approval, a Supplemental Agreement will be entered into for the final bridge design and final bridge construction plans and if it is determined that additional environmental studies are required a supplemental agreement will be entered into to provide this additional work.

SECTION 2 FIELD SURVEY

TASK A MOBILIZATION AND BASIC CONTROL SURVEY

A-1 The CONSULTANT will mobilize on the project site all personnel, vehicles, and equipment necessary to complete each phase of the work. Upon completion of the work, the CONSULTANT will demobilize the field party.

A-2 The CONSULTANT will determine and contact all adjacent property owners throughout the length of the project prior to beginning any survey work. The CONSULTANT will make every effort to contact the property owners verbally and follow-up the contact with a confirmation letter documenting the contact. The CONSULTANT will use a standard letter format, which is to be furnished by the COUNTY. The CONSULTANT will furnish copies of property owner contact letters to the COUNTY.

A-3 A basic control survey will be performed by the CONSULTANT to locate and identify horizontal and vertical control points, which will provide control in the project corridor and will be the basis of subsequent surveys. All surveying and mapping will be performed in English units and in accordance with the Federal Highway Administration's current Surveying and Mapping Manual. The basic control survey will be performed to at least horizontal geodetic Third Order, Class 1 and vertical geodetic Third Order classification and be tied to STATE furnished GPS points. Project benchmarks will be monumented as required at intervals not to exceed 1000 feet along the project corridor and will be established to U.S.G.S. datum. A final check level book containing all level loops and BM descriptions will be furnished to the COUNTY. The CONSULTANT will run a closure of the basic control survey to verify that the traverse qualifies for the specified classification accuracy. If the closure specification requirements are not met, sufficient additional surveying will be performed by the CONSULTANT to meet specification requirements. A closure diagram will be prepared by the CONSULTANT with a coordinate listing of all control points and submitted to the COUNTY for review and included on the project field map upon acceptance.

A-4 Copies of the latest recorded deed for each adjacent property owner will be obtained by the CONSULTANT from courthouse records. For those properties located in a subdivision, copies of plats will be obtained. In addition, a copy of the latest county tax map and plat will be obtained. Copies of all deeds, plats, and tax maps will be furnished to the COUNTY. The CONSULTANT will tie sufficient property corners of adjacent properties as well as any section corners within the project corridor. Fence lines or other evidence of property lines shall also be obtained. The CONSULTANT is to plot all properties on the project field map showing ownership, deed book, and page number(s) from the latest recorded deed and station, offset, size, and type of monument of all property corners and section corners tied in the field. A property insert drawn to a suitable scale is to be included for properties extending off the field map.

TASK B PROJECT ALIGNMENT, PROFILE, AND DATA GATHERING

B-1 The CONSULTANT will establish by ground survey the proposed centerline of construction at 50-foot intervals. Ground profiles for the project centerline will be obtained at intervals not to exceed 50 feet and at all significant breaks in the ground line. All P.C. s, P.T. s, P.O.T.'s and other critical points necessary to reestablish the project centerline will be set and referenced with capped irons labeled with appropriate station by the CONSULTANT. A Reference Diagram with angles and distances will be shown as a part of the field map for each point referenced.

B-2 Topographic data will be obtained by the CONSULTANT by measuring X, Y, and Z coordinates of each point necessary to define underground tanks, pipes, culverts, cover and culture. Septic tanks, other underground tanks, and structures will be shown on parcels where right-of-way is required. Topographic data is not required outside the right-of-way except on property involved in right-of-way acquisition. All topographic information will be included on the project field map.

B-3 Traverses will be run by the CONSULTANT on all paved roads, side roads, railroads, and unpaved county roads a sufficient distance from the project centerline for appropriate design work to be performed or as directed by the COUNTY. All traverse ties will be included on the project field map and in the final field book with appropriate angles and station equations labeled.

B-4 The CONSULTANT will obtain stream topo and data to a minimum distance of 500 feet each way from the project centerline and in accordance with applicable provisions of Chapter 3 of the STATE Hydraulic Manual. Information for the drainage DTM is to be gathered as described in the manual.

B-5 Drainage areas for the project will be defined and a schematic drainage area map prepared and furnished to the COUNTY. High

water elevation, drainage areas, flood profiles, etc., will be obtained and shown as described in Chapter 3 of the STATE Hydraulic Manual or otherwise at the direction of the COUNTY. The HYD-100 and HYD-101 forms, as referenced in Chapter 3, are to be completed within this task. A videocassette or DVD showing each drain and pertinent existing drainage structures will be provided to the COUNTY.

B-6 Cross-sections will be obtained by the CONSULTANT at intervals not to exceed 50 feet and at all significant ground line breakpoints on the mainline and along side road traverses, or the density ground shots for the DTM will be to a level sufficient to extract cross-sections on 50-foot intervals, plot construction limits, and determine earthwork quantities.

TASK C UTILITY SURVEYS

C-1 The CONSULTANT will perform supplemental ground control surveys as necessary to properly identify existing utilities through the project limits. The following items will be obtained and furnished by the CONSULTANT to the COUNTY on a project utility map:

- (1) Utility ownership and address of owner.
- (2) Location, size, and type of all storm drain and sanitary sewer manholes, inlets and inverts.
- (3) Location and elevation of visible evidence of gas, water, or other pipelines, and utility facilities above and underground, including but not limited to valves, hydrants, meters, vents, pump houses, etc. Size and type of valves and pipes will be obtained.

(4) The CONSULTANT will obtain horizontal position of all utilities. All utility information will be gathered and included on the project utility map in accordance with the STATE Memorandum dated March 30, 1995 from the Design Bureau-Utility Section regarding utility topo requirements. The term Utility shall be understood to include, but not limited to, all privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, gas, oil, crude products, water, steam, waste, storm water not directly connected with highway drainage, and other similar commodities, including publicly owned fire and police signal systems and street lighting systems, which directly or indirectly serve the public or any part thereof. The term utility shall also mean the utility company, inclusive of any wholly owned or controlled subsidiary.

TASK D COMPILATION OF DATA AND DELIVERABLES

D-1 The COUNTY is to be furnished with the following paper plots to review upon completion of the required tasks:

1. Ground profile map along proposed project centerline with proposed grade line. The map should include all information on drainage areas, runoff coefficients, 50-year flow rate, existing drainage structure information, and historical high water elevations. Horizontal P.C. & P.T. Stations along with the Deflection Angle, Direction and Radius for all curves will be shown on the profile map. All traverse ties should also be shown with appropriate station equations. Profile maps should also be made for each traverse representing centerline of existing roadway or highest rail.

2. Project field map consisting of all planimetric and property information.
3. Project utility map showing all utilities, owner's information, project alignment, and right-of-way.
4. Contour map plotted at a 2-foot contour interval showing project alignment and planimetrics.

D-2 All survey work will be reviewed and the COUNTY and CONSULTANT will conduct an on-site inspection. The CONSULTANT will perform any corrections required by the COUNTY.

D-3 The COUNTY is to be furnished the following final information after review and inspection:

1. Mylar plot of the accepted field utility map sealed with signature by a registered land surveyor in the State of Alabama.
2. Plot of the accepted utility map.
3. Plot of the accepted profile map.
4. ASCII file containing all control coordinates in point number(p), northing(n), easting(e), elevation(z), and description(d) format.
5. ASCII file containing all final stationing in p, n, e, z, d format.
6. All final Station-Offset-Elevation (SOE) profile files on all alignments.
7. All final alignment reports for each horizontal alignment.
8. Final field book with all stationing, horizontal curve data, station equations, intersection angle ties, and reference point sketches. The point number should be placed beside each station, P.O.T., P.C., P.T., P.O.C., and equation point.
9. Check level book with all loops and BM's accurately described and referenced to project centerline with station and distance where possible.
10. All graphic files submitted according to page 2-3 of the STATE CADD User Guide.
11. Copies of all deeds, tax maps, subdivision plats, and property owner contact letters.
12. Copies of all HYD-100 and HYD-101 forms with hydrologic calculations attached.
13. Quadrangle map with drainage areas outlined and proposed centerline labeled.
14. Videocassette showing each drain and pertinent existing drainage structures.

SECTION 3 PRELIMINARY BRIDGE PLANS

- A. The CONSULTANT shall submit the Type, Size and Location Drawings to establish the general design features.
- B. Typical sections for the type design proposed will be shown.

- C. Minimum horizontal and vertical clearances will be shown.
- D. The CONSULTANT will show hydraulic data and stream velocity (provided by the STATE) through the proposed bridge.
- E. Prints will be furnished as necessary to the COUNTY for submittal to STATE or Federal agencies involved for review and approval.
- F. The CONSULTANT shall provide a square foot construction cost estimate to be provided.

SECTION 4 CONTRACT PLANS

The CONSULTANT will perform the following as applicable:

- A. The development of the plans will follow the procedure as shown in the STATE S Guide for Developing Construction Plans and Guidelines for Operations.
- B. Study available traffic data to be furnished by the COUNTY, and reaffirm Design Criteria consistent with the policies of the STATE, and of criteria established during the Corridor Studies including intersection and side road improvements and signalization requirements.
- C. The CONSULTANT will prepare hydraulic designs and supporting calculations according to approved chapters of the STATE Hydraulic Manual or, in the absence of direction in the STATE Hydraulic Manual, then in conformity with provisions of the Federal Highway Administration (FHWA) Hydraulic Circulars or as instructed by the STATE Hydraulic Engineer. Existing culverts to be analyzed and replaced if undersized. Stormwater treatment to be reviewed.
- D. The CONSULTANT will without compromising safety, select the hydraulic design that is most cost effective from a selection of practicable design alternatives. Designs will comply with the requirements of the STATE, COUNTY and the FHWA.
- E. The CONSULTANT, in the development of the designs, will conduct investigations to ensure that the geometric design of pavements, if feasible, is such that the drainage capacity of the pavement is not exceeded in such a way as to create unreasonable hazardous water-film depths for hydroplaning to occur. The latest and most comprehensive technology in existence from FHWA will be used to design, analyze and correct pavement drainage deficiencies in an effort to preclude or minimize high hydroplane potential situations. Particular attention will be given to transition sections and sags of all vertical curves.
- F. Edge of Pavement Profiles worksheets with true elevations will be computed and furnished for all horizontal curve transitions and sag vertical curves where curb and gutter sections and/or a paved island is used.
- G. The CONSULTANT will prepare Floodplain Studies for the project to include a Risk Assessment and Risk Analysis where applicable in the development of designs in accordance with the requirements of Federal Aid Program Guides, 23 CFR 650A. Also, the Form HYD-102 will have to be completed during the preliminary phase of project development.
- H. Each project plan assembly submitted by the CONSULTANT for Hydraulic Review will contain no less than the minimum amount of hydraulic and hydrologic data necessary and specified in Chapter 2 of the STATE Hydraulic Manual.
- I. The hydraulic design performed by the CONSULTANT will not include any time implementing changes to FEMA Flood Plain Maps. If it is determined that a revision to the FEMA Flood Plain Map is required, a Supplemental Agreement may be entered into to provide this additional work.
- J. The CONSULTANT will prepare topographic quad maps showing drainage outfalls and other pertinent project data required by ADEM for application of Stormwater permit. The CONSULTANT will prepare an erosion control and sedimentation prevention plan including all maps and drawings required for NPDES permit.
- K. Each project Plan Assembly will include title, summary of quantities, typical section, drainage section, plan and profile, paving layout, earthwork cross-section, erosion control and sedimentation prevention, and all other sheets required for receipt of bids by the STATE for all work including grading, drainage, base, paving, striping, signing and signalization. Drainage structure information will be placed on the plans according to Chapter 2 of the STATE Hydraulic Manual, unless otherwise specified. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities, for the area included in the proposed right-of-way. The contract plans will be completed in detail for all construction, in accordance with the STATE S design policies and practices in effect at the time of the final plan submittal. Basic computations will be made for alignment and for layout of intersections.
- L. Drainage Section drawings will be provided for all drains, existing and proposed, along the project centerline and within the project work limits. Streambed data acquired from a field survey should be used where applicable to establish and depict the streambed slope, the drain inlet, the drain outlet, and the profile configuration of the ditch or channel as it ties in to the drain.
- M. Prepare designs and detailed contract plans at a horizontal Scale of 1" = 50' and vertical scale of 1" = 5', or as otherwise approved by the STATE and COUNTY, completely dimensioned for roadway construction, together with drainage and intersection layouts. Special drawings of complicated intersections may be prepared at scales other than those above, as approved by the STATE.
- N. Arrangements will be made by the COUNTY with any affected utility owner to prepare plans for any utility relocations. Following the Plan-In-Hand Inspection the CONSULTANT will provide utility base sheets to the COUNTY showing existing utilities for COUNTY S use and coordination with the utility companies.
- O. The finalized Utility Base Sheets will be a part of the respective final plan assemblies. Relocations shall be plotted on final base sheets.

P. The applicable provisions of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, (or latest succeeding standard specifications issued by the STATE prior to the time of final plan submittal) will apply to all work performed by the CONSULTANT under this AGREEMENT. The CONSULTANT will prepare supplemental specifications and special provisions for approval of the STATE of any needed items not covered by the aforementioned Standard Specifications.

Q. Prepare estimates of quantities and construction costs for each set of contract plans, itemized and properly symbolized in accordance with the Standard Specifications above noted, using unit prices as supplied or approved by the STATE on projects of comparable work in the general area of the project, if available. Upon completion of the plans, copies of the Quantity Computations will be furnished to the STATE and COUNTY.

R. Preliminary detailed contract plans and estimates for each construction project shall be submitted to the COUNTY before the final tracings are completed. The CONSULTANT will prepare Traffic Control Plans for Handling Traffic during Construction and a Sequence of Construction will be prepared for each set of contract plans.

S. The CONSULTANT will coordinate these plans with existing and proposed plans of the STATE and the COUNTY.

T. The CONSULTANT will prepare plans using size and weight of pens and other drafting techniques that will facilitate the STATE'S development of one-half (1/2)-scale drawings. CADD file names and level structure shall be in accordance with ALDOT CADD Standards. All Electronic Design Information (alignments, DTMs, Templates, etc.) shall be completely compatible with the STATE'S current production versions of CADD software, Bentley's MicroStation V8 and InRoads Version 8.2 (check latest version and NetSpex). A true model of the design surface shall be created so cross sections can be accurately annotated or a slope stake report can be created and placed in the plans. Alignment coordinates used in the Location and Design process shall also be shown in the plans.

U. Following the Plan-In-Hand Inspection, the CONSULTANT will make appropriate revisions to plans, then submit a set of reproducible mylars of utility plans along with the corresponding CADD Utility files, for use of the COUNTY in obtaining utility relocation information. All CADD files shall be graphic files submitted in .DGN Format compatible with Intergraph Microstation Software and .DWG Format compatible with AutoCAD.

V. After the Plan-In-Hand Inspection, the CONSULTANT will prepare reproducible base maps showing property ties and ownerships for properties to be acquired and submit to the COUNTY with the latest recorded deeds, tract sketches and preliminary plans showing construction limits and acquired R.O.W. limits for the use of the COUNTY in acquiring right-of-way. The right-of-way submittal shall be accompanied by an electronic disk in .DGN and .DWG format showing all base maps and acquired R.O.W. information.

W. Three separate plan reviews plus other reviews up to and including the P.S.&E., as required by the Alabama Department of Transportation Guide for Developing Construction Plans, will be conducted. The CONSULTANT will prepare and submit three (3) sets of selected plan sheets for requesting materials recommendations. The CONSULTANT will flag the project centerline and right-of-way, as required by the STATE, prior to each required on-site review. The CONSULTANT will prepare and submit seven (7) sets of plans for a 30% completion review, a Plan-In-Hand Inspection, and a P.S. & E. Inspection. After plan revisions have been made to the plans by the CONSULTANT, following and including all comments made during the P.S. & E. Inspection, the CONSULTANT will submit two (2) sets of prints of plans to the STATE for its Quality Control review. The CONSULTANT will submit one set of prints after Quality Control comments have been addressed for Construction Bureau's Review. After plan revisions are complete, the CONSULTANT will submit final plans. Construction cost estimates will be furnished with the P.S. & E. and final plan submittals. Final plan submittal will be Mylar plots, as well as electronic graphic files in .DGN format and InRoads or InXpress Files and quantity calculations.

X. Circulate required materials to appropriate agencies and government bodies for review and receive comments.

Y. Identify hazardous waste sites along the proposed alignment and complete Hazardous Material Notification Form.

Z. The CONSULTANT, at the completion of this project, will supply all CADD files, and related files, on Compact Disc (CD). The CADD files are required to be completely compatible with the STATE'S current production version of CADD software, Bentley's MicroStation V8 and InRoads Version 8.2 (check latest version and NetSpex). The Consultant will also supply, to the COUNTY, CADD files in AutoCAD 2007 format.

AA. The CONSULTANT will flag required right-of-way as necessary for Plan-In Hand Inspection including alignment and stationing. SECTION 5 UTILITY RELOCATION

The COUNTY will coordinate any required adjustments to utilities with the utilities companies involved in accordance with ALDOT and FHWA Policies and Procedures and as outlined in ALDOT's Utility Manual.

SECTION 6 RIGHT-OF-WAY PLANS, DEEDS AND TRACT SKETCHES

A. The CONSULTANT will coordinate with the COUNTY and STATE to insure sufficient information for the preparation of Right-of-Way plans and deeds.

B. The CONSULTANT will prepare the Right-of-Way plans and plot total property from existing deeds.

C. The development of Right-of-Way plans will follow the procedures as shown in the STATE'S Guidelines & Standard for development, distribution, and use of ALDOT Right-of-Way plans.

ARTICLE II OBLIGATION OF COUNTY TO CONSULTANT

The work to be performed by the COUNTY will include the following:

- A. Provide all traffic data that is deemed necessary by the COUNTY.
- B. Provide all available Digitized Quadrangle mapping, aerial photography, preliminary plans, layouts, profiles, survey data and any other data in connection with the work included in this AGREEMENT previously performed by or for the COUNTY.
- C. As far as possible, cooperate with the CONSULTANT in making necessary arrangements with public officials and with such individuals, as the CONSULTANT may need to contact for advice, counsel, and information.
- D. Furnish the CONSULTANT with unit prices and/or per costs to be used in cost analysis.
- E. Prepare tract sketches and deeds, and acquire the right-of-way.
- F. Upon receipt of prints of Final Plans from the CONSULTANT, the COUNTY will furnish plans to each utility.

ARTICLE III OBLIGATION OF STATE TO CONSULTANT

- A. Provide a copy of application portions of the State Hydraulic Manual and Guidelines for Operations .
- B. Provide all traffic data which is deemed necessary by the STATE.
- C. Provide all available Digitized Quadrangle mapping, aerial mapping, aerial photography, preliminary plans layouts, profiles, survey data and any other data in connection with the work included in this AGREEMENT previously performed by or for the STATE.
- D. As far as possible, cooperate with the CONSULTANT in making necessary arrangements with public officials and with such individuals as the CONSULTANT may need to contact for advice, counsel, and information.
- E. The STATE shall update the existing, approved environmental document as required.
- F. Furnish the CONSULTANT unit prices and/or per costs to be used in cost analysis.
- G. Circulate required materials to appropriate agencies and governmental bodies for review and receive comments.
- H. Provide materials and base write-up.
- I. Furnish all Geotechnical and Materials recommendations including slope study report(s), and soil profile and general materials write-up for base, pavements, pipe types, earthwork shrinkage and swell factors, base pit layouts and locations, etc. However, after the final profile grade is established, the STATE may decide to enter into an Agreement with a Geotechnical firm to provide geotechnical services, if STATE S geotechnical workload could create delays in the project s development.

ARTICLE IV TIME OF BEGINNING AND COMPLETION

- A. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT with ten (10) days after receipt of both the survey data and written Notice to Proceed from the COUNTY. The COUNTY will not notify the CONSULTANT to commence work until both parties have formally approved this AGREEMENT, and the Alabama Department of Transportation has authorized the Preliminary Engineering.
- B. Preparation of the preliminary plans, final plans and any Supplemental Specifications necessary for the execution of the work shall be completed within 18 months after written Notice to Proceed exclusive of any review time by any reviewing agencies or field survey time by the COUNTY.
- C. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration that will increase or decrease the Scope of Work outlined in this Agreement, the time limits specified herein may be adjusted in accordance with Article VI, Section1.

ARTICLE V PAYMENT

SECTION 1 FEES

For services performed by the CONSULTANT under this AGREEMENT and as full and complete compensation therefor, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise provided herein, subject to and in conformity with all provisions of this AGREEMENT, the COUNTY will pay the CONSULTANT as follows:

- A. The Lump Sum of Seventeen Thousand Six Hundred Thirty One Dollars (\$17,631) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION I of this AGREEMENT for corridor/design study.
- B. The Lump Sum of Twenty Nine Thousand Two Hundred Five Dollars (\$29,205) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 2 of this AGREEMENT for field survey.
- C. The Lump Sum of Sixteen Thousand Nine Hundred Twenty Nine Dollars (\$16,929) shall be total compensation to the CONSULTANT for all work performed under ARTICLE I, SECTION 3 of this AGREEMENT for preliminary bridge plans.
- D. The Lump Sum of One Hundred Sixty Two Thousand Three Hundred Seventeen Dollars (\$162,317) shall be total compensation to the CONSULTANT for all work performed under ARTICLE I, SECTION 4 of this AGREEMENT for roadway plans.
- E. The Lump Sum of Twenty Four Thousand One Hundred Forty Four Dollars (\$24,144) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 6 of this AGREEMENT for Right-of-Way.
- F. For the work contemplated under this Agreement the CONSULTANT will be compensated a maximum lump sum amount of

Two Hundred Fifty Thousand Two Hundred Twenty Six Dollars (\$256,226).

Payment will be made in monthly installments and in amounts relative to the progress of the work and subject to such evidence of performance as the COUNTY may deem necessary.

SECTION 2 FINAL ACCEPTANCE

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the COUNTY for all claims and liability to the CONSULTANT, his subcontractors, representatives and assigns for all things done, furnished or relating to the service rendered by the CONSULTANT under or in connection with this AGREEMENT.

ARTICLE VI MISCELLANEOUS PROVISIONS

SECTION 1 CHANGES OF WORK

If, during the term of this AGREEMENT, additional services are required of the CONSULTANT other than those specified above, or major changes in the work become necessary or desirable, the COUNTY may order, in writing, the CONSULTANT to perform such services or make such services or make such changes. If the CONSULTANT is of the opinion that the work he has been directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT shall within ten (10) days notify the COUNTY, in writing, and receive approval from the COUNTY prior to performing such extra work. In the event the COUNTY determines that such work does constitute extra work, additional time for completion of the contract will be given and payment for the additional work shall be negotiated and expressed by Supplemental Agreement.

Likewise, during the term of this AGREEMENT any service specified may be deleted and/or reduced at the discretion of the COUNTY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT's fee will be negotiated and expressed by Supplemental Agreement.

SECTION 2 OWNERSHIP OF ENGINEERING DOCUMENTS

Upon completion of the work covered by this Agreement, the CONSULTANT shall make available to the COUNTY all documents and data pertaining to the work or to the project, which material shall become the property of the COUNTY.

All original tracings or maps and other engineering data furnished to the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT.

SECTION 3 CONSULTANT'S ENDORSEMENT

The CONSULTANT shall endorse the original title or cover sheet of all reports and engineering data required to be furnished by him under the terms of this AGREEMENT. All endorsements shall contain the seal and original signature of an Alabama licensed professional engineer who is a bona fide employee of the CONSULTANT.

SECTION 4 DELAYS AND EXTENTIONS

In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in ARTICLE IV TIME OF BEGINNING AND COMPLETION, the COUNTY may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within ten (10) days after the alleged delays have occurred.

SECTION 5 TERMINATION OR ABANDONMENT

A. The COUNTY shall have the right to abandon this AGREEMENT or amend its project at any time, and such action shall in no event be deemed a breach of contract.

B. The COUNTY has the right to terminate this AGREEMENT at its pleasure upon ten (10) days written notice and make settlement with the CONSULTANT upon an equitable basis. The value of the work performed by the CONSULTANT prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the COUNTY shall consider the following:

1. The ratio of the amount of work performed by the CONSULTANT prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

2. The amount of the expense incurred by the CONSULTANT in performing the work prior to the termination in relation to the amount of expense the CONSULTANT would have incurred had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made.

3. In determining the value of the work performed by the CONSULTANT prior to the termination, no consideration will be given

to profit, which the CONSULTANT might have made on the uncompleted portion of the work.

4. If the termination is brought about as a result of unsatisfactory performance on the part of the CONSULTANT, The value of the work performed by the CONSULTANT shall be reduced by the costs and damages of the COUNTY resulting from the unsatisfactory performance.

SECTION 6 CONTROVERSY

In any controversy concerning a question of fact in connection with the work covered by this AGREEMENT, or compensation therefore, the decision of the County Engineer in the matter shall be final and conclusive for both parties.

SECTION 7 RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to its acts, errors or omissions and that of its subcontractors, agents, or employees in connection with its services under this AGREEMENT. The CONSULTANT specifically agrees that its subcontractors, agents, or employees shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform.

The CONSULTANT agrees to indemnify, hold harmless and defend the COUNTY, its elected officials, officers and employees (hereinafter referred to in this paragraph collectively a COUNTY), from and against any and all loss, expense against or imposed upon the COUNTY because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, negligent acts, errors or omissions including engineering design even though such injuries or death or damage to property is claimed to be due to the negligent acts, errors or omissions of the CONSULTANT, his subcontractors, the contractor, his subcontractor, the COUNTY, its elected officials, officers or employees. Nothing contained in this paragraph should be construed to obligate the CONSULTANT to indemnify the COUNTY for its own negligence, the negligence of its contractors or subcontractors or others.

CONSULTANT, without extra compensation, shall carry insurance of the kinds and in amounts set out below. All insurance shall be by companies authorized to do business in Alabama involving those types of insurance. Before beginning work, CONSULTANT shall file with the COUNTY a certificate from his insurer showing the amount of insurance carried and the risk covered thereby or a copy of the required insurance policies.

General Liability and Property Damage	\$1,000,000
Automobile and Truck Bodily Injury	
Liability and Property Damage Liability	
Insurance	\$1,000,000
Professional Liability Insurance	\$5,000,000

The foregoing Indemnity Agreement shall not be limited by reason of any insurance coverage provided.

SECTION 8 GENERAL COMPLIANCE WITH LAWS

The CONSULTANT shall comply with the provisions of the Labor Law, All State Laws, Federal and Local Statutes, Ordinances and Regulations that are applicable to the performance of this AGREEMENT, and especially laws, ordinances and statutes prohibiting discrimination in employment of persons on account of race, creed, color or national origin, and all applicable provisions of Title 6, Code of Federal Regulations, and procure all necessary licenses and permits.

SECTION 9 SUBLETTING, ASSIGNMENT OR TRANSFER

There shall be no assignment, subletting or transfer of the interests of the CONSULTANT in any of the work covered by this AGREEMENT without written consent of the COUNTY. In the event the COUNTY gives such consent, the terms and conditions of this AGREEMENT shall apply to and bind the party or parties to whom such work is consigned, sublet or transferred as fully and completely as the CONSULTANT is hereby bound and obligated.

SECTION 10 EMPLOYMENT OF COUNTY WORKER

A. The CONSULTANT shall not engage, on full or part time or other basis during the period of the AGREEMENT, any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employ of the COUNTY, except regularly retired employees, without written consent of the COUNTY.

B. The CONSULTANT warrants that he has not employed or retained any company, or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the COUNTY shall have the right to annul this contract without liability or at its discretion deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

C. No COUNTY official, employee of the COUNTY shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise there from, except the use of the facility being designed as enjoyed by the general public.

SECTION 11 CONTROL

All work by the CONSULTANT shall be done in a manner satisfactory to the COUNTY and in accordance with the established policies, practices, and procedures of the COUNTY.

SECTION 12 CONDITIONS AFFECTING WORK

A. CONSULTANT shall be responsible for having taken steps reasonable necessary to ascertain the nature, location, scope, and type of work hereunder and the general and local conditions that can affect the work or the cost thereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution of this AGREEMENT, unless such understandings or representation by the COUNTY are expressly stated herein. The CONSULTANT and subcontractors are to maintain all books, documents papers, accounting records and other evidences pertaining to cost incurred for this

project, and to make such material available at their respective offices at all times during the contract period and for three (3) years from date of final payment of the COUNTY funds under the terms of the contract, for inspection by the COUNTY Government, and copies thereof shall be furnished if requested.

B. During the performance of this contract, the Consultant for itself, its assignees and successors in interest, agree as follows:

1. Non-discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity provisions of Executive Order 11246 of September 24, 1965.

2. Sanctions of Noncompliance: In the event of the CONSULTANT'S non-compliance with any of the provisions of this contract, the COUNTY shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

ARTICLE VII

SECTION 1 EXECUTORY CLAUSE

A. The CONSULTANT specifically agrees that this AGREEMENT shall be deemed Executory only to the extent of monies available and no liability shall be incurred by the COUNTY beyond the monies available for the purpose.

B. The CONSULTANT, in accordance with this status as an independent contractor, covenants and agrees that he will neither hold himself in a manner consistent with such status, that he will neither hold himself out as, no claim to be an officer or employee of the COUNTY by reason hereof, and he will not, by reason hereof, make any claim, demand, or application to or for any right of privilege applicable to any officer or employee of the COUNTY, including but not limited to workmen s compensation coverage, or retirement membership or credit.

ARTICLE VIII

IN WITNESS WHEREOF the Parties have caused this AGREEMENT to be executed by their duly authorized representatives this _____ day of _____ 2007.

RECOMMENDED:	Engineering Design Technologies, Inc.
E. Wayne Sullivan,	Fred Hawkins,
Director/County Engineer	Vice President
ATTEST:	JEFFERSON COUNTY, ALABAMA
Minute Clerk	Bettye Fine Collins, President
	Jefferson County Commission

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

Jul-17-2007-872

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

Grant Agreement between The Alabama Department of Public Health and the Jefferson County Emergency Management Agency for grant funds in the amount of \$17,500 to be used for the purchase of a refrigerated mobile mortuary unit.

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

Jul-17-2007-873

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

Agreement between the Jefferson County Emergency Management Agency and Daniel Communications, Inc. for the purchase of a regional video conferencing system in the amount of \$985,079.91 (COPS grant funds).

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

COOPER GREEN MERCY HOSPITAL GOVERNING BODY

Jul-17-2007-874

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Cooper Green Mercy Hospital to remove the following equipment from fixed assets, be and hereby is approved.

<u>Location:</u>	<u>Equipment:</u>	<u>Model Number:</u>	<u>Serial Number:</u>
General Services	Monitor (Computer) Dell	E773s	Cyn0Y13524760642HF3KC

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

Jul-17-2007-875

"For I know the plans I have for you, declares the Lord, plans to prosper you and not to harm you, plans to give you hope and a future."

Jeremiah 29:11

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

WHEREAS, More Than Conquerors Faith Church, affectionately known as MTC, had its beginnings in 1982 under the Pastorate of Dewayne Davis; and

WHEREAS, In October 1985, then Assistant Pastor, Steve Green became the dynamic leader of MTC; and

WHEREAS, Since its inception, MTC has experienced phenomenal growth having grown from approximately twenty to nearly three thousand five hundred members; and

WHEREAS, MTC has worked tirelessly in reaching the world through news publications, crusades, television and seminars directing the community to wholesome and responsible living; and

WHEREAS, MTC hosts a number of community projects including Jefferson County Town Hall Meetings, Cease Fire s Crime Summit and a number of Health & Wellness Seminars; and

WHEREAS, MTC is committed to educating the citizens in our community by facilitating both foster care and sign language classes as well as weekly weight management meetings; and

WHEREAS, MTC is also highly recognized for facilitating America's #1 Back to School Rally where some 20,000 parents and students are given thousands of school supplies in preparation for the upcoming school year; and

WHEREAS, MTC's commitment and dedication to God has made a positive and powerful impact on the citizens of Jefferson County.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION OF THE STATE OF ALABAMA that a copy of this resolution be presented to More Than Conquerors Faith Church on July 20, 2007 as our recognition of their 25th Church Anniversary.

Signed by the Jefferson County Commission on the 10th day of July 2007.

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

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

Jul-17-2007-876

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.

U. S. Space & Rocket Center Advantage Home Builders Carol Nelson Philips Chad Wise

JEFFERSON COUNTY GEOGRAPHIC INFORMATION SYSTEMS
NON-DISCLOSURE AND DATA LICENSE AGREEMENT

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:

Data and Services

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

JEFFERSON COUNTY, ALABAMA

CONTRACTEE

Larry P. Langford, President

Jefferson County Commission

Shelia Smoot, Commissioner

Technology and Land Development

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

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 for Access to Information between Jefferson County and _____:

Land-Use Information Services

Law Office of Robert Lee Thomas

NON-DISCLOSURE AND DATA LICENSE AGREEMENT

FOR

ACCESS TO INFORMATION

SECTION I. PARTIES AND PURPOSE

This Non-Disclosure and Data License Agreement for Access to Information (this "Agreement") is entered into effective as of the ____ day of . (the "Effective Date"), by and between _____ (the "Subscriber") and the County of Jefferson, Alabama (the "County").

WHEREAS, the County maintains automated records to facilitate assessments, collections, distributions and recordings in the performance of its duties; and

WHEREAS, the County desires to make specific information maintained on its central computer system available to private entities for internal use; and

WHEREAS, access to public information contained in the automated systems will assist the Subscriber in normal daily business operations.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

SECTION II. STATEMENT OF TERMS AND CONSIDERATIONS

1. THE COUNTY

(a) The County shall provide access to data records maintained on the County's central computer system. Access to specific data shall be granted with the prior written approval of the responsible elected official or department head. This written approval shall be presented to the Chief Information Officer of Information Technology.

(b) This access shall be provided via the Internet. The County shall be responsible for specifications of hardware and software necessary to access the County's system through the Internet.

(c) The County may withhold any information that is deemed to be personal or classified in nature.

(d) The County shall make best effort to provide access to this information during normal business hours (Monday through Friday from 8:00 a.m. to 5:00 p.m.). Exception to this rule may be made by prior written request and approval of Information Technology.

(e) The County will maintain a list of Subscriber employees who will be provided access to the subject information. A unique number will be assigned to each individual. The County's security procedures will insure that each Subscriber employee attempting to sign onto the system has been authorized access by comparing each attempted sign on with the Subscriber employee list.

(f) The County will impose reasonable charges to offset the utilization of the County's central computer system and to cover administrative work of Information Technology personnel. The County will invoice the Subscriber as specified by the County. Payment of this invoice will be mandatory to keep Subscriber's account active.

2. THE SUBSCRIBER

(a) The Subscriber shall be responsible for establishing an account with an Internet Service Provider (ISP) and maintaining this account in good standing.

(b) The Subscriber shall be responsible for the installation and maintenance of communications and terminal hardware and software at the Subscriber's site.

(c) The Subscriber will provide the County a list of Subscriber's employees who will be authorized access to the subject information. Each employee will be required to sign onto the system to determine the security authorization. The Subscriber will be responsible for the maintenance and confidentiality of each Subscriber employee's password. The Subscriber shall inform the County immediately upon termination of any employee with access rights to the County's system. Additions, modifications and deletions to the Subscriber employee list should be submitted in writing to the County's Information Technology Department as soon as information is known by the Subscriber. Requests for changes should be submitted in writing to the attention of the Chief Information Officer of Information Technology.

(d) The Subscriber shall pay a service fee for utilization of the County's central computer system and administration. The County will bill the Subscriber by the month for administrative fees and connect time. The County will bill Subscriber by month for fees which will include administration fees and connect time. The rate is \$60.97 per month plus \$0.201 per minute of connect time as monitored by the County. This rate and method of billing may change as deemed necessary by the decision of the Jefferson County

Commission. In the event of a change, thirty days prior written notice shall be given to the Subscriber.

(e) For any additional computing services (i.e., fax return of scanned documents to Subscriber's office), the County will submit additional billing at a rate of \$1.00 per document. Payment of this billing will also be mandatory to keep Subscriber's account active with the County. This rate may change as deemed necessary by decision of the Jefferson County Commission. In the event of a change, thirty days prior written notice shall be given to the Subscriber.

(f) To insure an equitable distribution of County computing resources, and to assist with the management of these resources, all inquiries shall be submitted individually by users at Subscriber's office. That is, no computer program shall be initiated which programmatically generates repeat inquiries. Inquiries shall be submitted by users in a one-in-one-out manner. That is, the user shall wait for a response from the first inquiry before initiating the second inquiry.

SECTION III. LICENSE AGREEMENT

The Subscriber is hereby granted license to use this information for its internal purpose only and said license may not be assigned, granted, sold, transferred or in any other way made available to any other individual, firm, company, corporation, organization, government or governmental agency without the specific written consent of Jefferson County. The term of this License shall be indefinite. This license is terminable at will by either party to this Agreement upon presentation of written notice thirty (30) days prior to the desired termination date.

The data elements licensed hereby are without any warranty whatsoever, expressed or implied or for any particular purpose whatsoever, and are accepted by the Subscriber "as is." The data elements are subject to change at any time during any day.

The County is to be held harmless as to the use, interpretation and timely presentation of the data.

The County and Subscriber hereby acknowledge this Agreement to be nonexclusive. The County and the Subscriber reserve the right to enter into similar agreements with other parties.

JEFFERSON COUNTY, ALABAMA

CONTRACTEE

Bettye Fine Collins, President

Jefferson Count Commission

Shelia Smoot

Technology and Land Development

Jefferson County Commission

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

Resolution to promote the establishment of mosquito control programs in the municipalities of Jefferson County was carried over.

Jul-17-2007-878

Whereas, Jefferson County Sheriff's Office wishes to apply for grant funds awarded through the State Criminal Alien Assistance Program offered through the U.S. Bureau of Justice Assistance, U.S. Immigration and Customs Enforcement and the U.S. Department of Homeland Security; and

Whereas, this program seeks to reimburse jurisdictions some costs associated with housing convicted, criminal undocumented aliens; and

Whereas, this grant requires no matching funds.

Therefore, Be It Resolved that the Jefferson County Commission authorizes the Sheriff to apply for funding through State Criminal Alien Assistance Program.

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

Jul-17-2007-879

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept the donation of three Ford Crown Victorias from the City of Graysville..

BE IT FURTHER RESOLVED that these vehicles will be assigned to the Sheriff's fleet.

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

Jul-17-2007-880

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is directed to issue a check to the law firm of White, Arnold, Andrews & Dowd, P.C. in the amount of \$28,851.00 in connection with legal services rendered by the firm to the Citizens Supervisory Commission in the case styles U.S.A. v. Jefferson County, United States District Court Case No. CV-75-S-0666-S.

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

Jul-17-2007-881

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

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

WITNESSETH:

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

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

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

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

1. The term of this agreement shall begin upon execution the agreement and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$100,000 upon execution of the contract.
3. The Contractee shall provide the following services:
 - a. Provide for the restoration of both Vulcan Park and the Vulcan monument and for the reopening of Vulcan Park.

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

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

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

than three (3) years from termination of the fiscal year set out above.

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

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Vulcan Park Foundation

Darlene Negrotto, Executive Director

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

Jul-17-2007-882

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and University of Alabama in Birmingham Athletic Department, (hereinafter called the "Contractee").

WITNESSETH:

WHEREAS, the County Commission desires to develop and promote economic development in the County; and

WHEREAS, the County recognizes that the UAB Athletic Program provides a direct economic benefit to and positive impact on a large segment of citizens of the County; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$69,124 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide general support which includes marketing and promotion television, radio, print media, brochures and direct mail) of the UAB Athletic Program. UAB shall also conduct athletic clinics for Jefferson County school students in grades K-8, during the term of this agreement. UAB shall conduct at least one (1) clinic in football, strength training, and the Olympic sports, which include, but are not limited to, basketball, baseball, softball, volleyball, soccer, track ad field, cross country, tennis and golf, and shall provide academic achievement and mentoring opportunities to students at each clinic. Athletic clinics will be one half day each and will be scheduled on the UAB campus at times established by UAB. All clinics will be conducted by the UAB coaching staff and athletes in the various sports.

No part of the money received from Jefferson County may be used to defray salary, personal expense or other personnel costs related to the production of said clinics.

- b. Maintain appropriate statistics on activities performed and individuals served.

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

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

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

The Board of Trustees of the University for the University of Alabama at Birmingham

_____, President

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

Jul-17-2007-883

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and United Cerebral Palsy (hereinafter called the "Contractee").

WITNESSETH:

WHEREAS, the County recognizes services and organizations that serve handicapped, low-income persons as a valuable resources of the County; and

WHEREAS, United Cerebral Palsy provides programs designed to improve the quality of life for these persons; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum total of \$50,000.
3. The Contractee shall provide the following services:
 - a. Provide services (educational, therapeutic, and vocational) to children and adults with disabilities who reside in Jefferson County.

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

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

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

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

United Cerebral Palsy

Dr. Gary Edwards, Executive Director

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

Jul-17-2007-884

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the YMCA (Western Area) (hereinafter called the "Contractee").

WITNESSETH:

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

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

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sun payment of \$20,000 upon execution of this contract.
3. The Contractee shall provide the following services:

- a. \$10,000 Purchase picnic tables, tents/pavilions to provide shade during outdoor activities for children and families at the YMCA during program times
- b. \$10,000 Provide financial assistance for sports, after-school activities, summer camp, aquatics, and senior citizen's programs.

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

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

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

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

YMCA (Western Area)

Terri Kelley, Executive Director

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

Jul-17-2007-885

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

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

WITNESSETH:

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

WHEREAS, the County recognizes that organizations providing family counseling and domestic violence education for its citizens as resources of the County; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum of \$5,000 upon execution of this contract.
3. The Contractee shall provide the following services to Jefferson County citizens:

a. Provide essential staff for the Court Advocacy Program, which serves 17 courts in Jefferson County and offers advocate services to victims of domestic violence.

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

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

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

YWCA

Suzanne Durham, Executive Director

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

Jul-17-2007-886

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), Leadership Birmingham - Youth Leadership Forum of Birmingham (hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes the youth of today as the leadership of tomorrow and recognizes youth as resources of the County; and

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

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

1. The term of this Agreement shall begin upon execution of this contract and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$1,000 upon execution of this contract.
3. The Contractee shall provide the following services to the County:
 - a. Present in-depth programs that will acquaint area high school sophomores and juniors with community needs,

opportunities, problems and resources and allow interaction with community leaders and decision makers through the Youth Leadership Forum of Birmingham.

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

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

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Leadership Birmingham - Youth Leadership Forum of Birmingham

Barbara L. Blair, Executive Director

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

Commissioner Collins stated that the meeting of the Jefferson County Commission would recess for five minutes to be reconvened at 11:00 o'clock a.m.

At 11:00 a.m. the Commission reconvened with the following members present:

District 1 Larry Langford

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

A quorum being present the President stated that the next order of business was to hear petitions for rezoning of certain properties in Jefferson County:

Jul-17-2007-887

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF
WITH RESPECT TO
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

WHEREAS, pursuant to the provisions of the above Acts 581, 422 and 634 of the General Acts of Alabama, aforesaid and upon the recommendations of the Jefferson County Planning and Zoning Commission, this Jefferson County Commission did advertise a public hearing as prescribed by law, and,

WHEREAS, this County Commission did hold such public hearing, as advertised, in the Jefferson County Courthouse, Birmingham, Alabama for the purpose of entertaining a public discussion of the amendment at which parties in interest and citizens

were afforded an opportunity to voice their approval or raise objections, and

WHEREAS, after due consideration of the recommendations aforesaid and as a means of further promoting the health, safety, morals and general welfare of the County, this Jefferson County Commission does hereby approve and adopt the herein contained amending provisions for the purpose among others, of lessening congestion in roads and streets; encouraging such distribution of population and such classification of land uses as will tend to facilitate economical drainage, sanitation, education, recreation and/or occupancy of the land in the County.

BE IT FURTHER RESOLVED that the President is hereby authorized and directed to execute all zoning maps and detail sheets and documents as may be necessary and appropriate to carry out this action.

Z-2007-023 Rustmark, LLC, owner; Russell Luccasen, agent. Change of zoning on Parcel ID# 42-18-4-0-part of 2.1 in Section 18 Twp 20 Range 4 West from A-1 (Agriculture) to R-1 (Single Family) for a privately-developed alternative decentralized sewage disposal system for The Lakes at Shades Creek subdivision.(Case Only: 7863 Lou George Loop, Bessemer, AL 35022) (LOVELESS PARK) (3.1 Acres M/L)

RESTRICTIVE COVENANTS: 1. The density of this development shall not exceed that allowed in an E-2 (Estate) zoning district; 2. no residential structure shall be constructed in the floodplain; 3.right turn lane to be installed and approved in accordance with the Department of Roads and Transportation; and, 4.the zoning of this property shall revert back to its existing zoning, A-1 (Agriculture), if the development is not implemented within three (3) years.

Motion was made by Commissioner Langford seconded by Commissioner Humphryes that Z-07-023 be approved subject to filing of covenants. Voting "Aye" Langford, Humphryes and Collins.

Z-2007-025 Ralph Lawrence, owner. Change of zoning on Parcel ID# 3-23-2-0-part of 11 in Section 23 Twp 14 Range 3 West from A-1 (Agriculture) to C-1 (Commercial) for additional property for retail stores and/or offices.(Case Only: 411 Warrior Jasper Road, Warrior, AL 35180) (WARRIOR) (0.7 Acres M/L)

Motion was made by Commissioner Langford seconded by Commissioner Humphryes that Z-07-025 be approved. Voting "Aye" Langford, Humphryes and Collins.

Z-2007-029 Arthur Green, Jr., and Claudia Antonio, owners; Claude Fountain, agent. Change of zoning on Parcel ID# 43-4-0-0-21 in Section 4 Twp 20 Range 5 West from A-1 (Agriculture) to R-1 (Single Family) for a single family residential subdivision with E-2 density.(Case Only: 2425 Lakeside Drive, McCalla, AL 35111) (ROCK MOUNTAIN LAKES) (14.6 Acres M/L)

RESTRICTIVE COVENANTS: 1. Property to be developed in substantial conformance to the submitted site plan; 2. Reversionary clause.

Motion was made by Commissioner Langford seconded by Commissioner Humphryes that Z-07-029 be approved subject to filing of covenants. Voting "Aye" Langford, Humphryes and Collins.

Z-2007-030 Gregory Wood, owner. Change of zoning on Parcel ID # s 38-34-3-1-1 & 38-34-2-2-24.1 in Section 34 Twp 19 Range 4 West from A-1 (Agriculture) to R-7 (Planned Unit Development) for expansion of a planned residential development. (Case Only: 2250 Headrick Road, Bessemer, AL 35020) (HOPEWELL) (66 Acres M/L)

Motion was made by Commissioner Langford seconded by Commissioner Humphryes that Z-07-030 be approved. Voting "Aye" Langford, Humphryes and Collins. by Commissioner that Z-07-030 be . Voting "Aye"

Z-2007-028 C.J. Hester, owner; Celia Hester, agent. Change of zoning on Parcel ID# 42-5-2-2-6.3 in Section 5 Twp 20 Range 4 West from A-1 (Agriculture) to C-1 (Commercial) for commercial use.(Case Only: 8200 Dickey Springs Road, Bessemer, AL 35022) (BESSEMER) (0.3 Acres M/L)

Motion was made by Commissioner Humphryes seconded by Commissioner Langford that Z-07-028 be carried over (applicant was not at the hearing). Voting "Aye" Humphryes, Langford and Collins.

Thereupon the Commission Meeting was adjourned to meet Tuesday, July 24, 2007, at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk

Bids were received and publicly opened on July 19, 2007, at 4:00 p.m. and read from the following contractors on the Jefferson County Private George Watson Courthouse-General Services Project #51205-CTHS.

General Works & Labor and Concrete Frame Combination Package: Golden & Associates Construction and McCrory Building Co., Inc.

Concrete Frame Package: Ard Contracting and Taylor & Miree Construction

Masonry & Stone Package: Garrett Masonry, Inc. and Masonry Arts, Inc.

Storefront & Curtainwall Package: G&S Glass & Supply, Inc., Nelson Glass and Stone Building Company, Inc.

Elevator Package: Schindler Elevator Corp.

Fire Sprinkler Package: Fincher Fire Protection and Joiner Fire Sprinkler

Plumbing and HVAC Combination Package: Brown Mechnaical, H&M Mechanical and Ivey Mechanical

Electrical Package: M&A Electric and Marathon Electric

Bids were referred to General Services for tabulation, report and recommendation.