

STATE OF ALABAMA)

JEFFERSON COUNTY) July 24, 2007

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

District 1 Larry Langford

District 2 Shelia Smoot

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Langford seconded by Commissioner Humphryes that the Minutes of July 17, 2007, be approved. Voting "Aye" Langford, Humphryes, Carns, Collins and Smoot.

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Jul-24-2007-888

Whereas, it is the policy of Jefferson County Commission to recognize its employees who have gone above and beyond the call of duty in their service to the citizens of Jefferson County and to the administration of the County; and

Whereas, Jefferson County has successfully implemented the SAP software system which will unite many financial departments and processes; and

Whereas, the Jefferson County SAP Core team consisting of Demetrius Taylor, Tracie Hodge, Barry Stephenson, Chandra Calhoun, Susan Clayburn, Pat Ferguson, Margaret Howard, Frances Jackson, Bobbie Stewart, Joslyn Wilson, Randy Wolfe, Lene Wormley and Jennifer Sherrod have worked tirelessly for three years on the SAP project; and

Whereas, the dedication of the Core Team, many of whom worked countless nights and many early mornings on this project, was crucial and evidenced in the success of the SAP implementation.

Now, therefore be it resolved, that the Jefferson County Commission hereby extends its sincere appreciation to the members of the SAP Core Team for their dedication to the successful implementation of SAP.

Adopted, by the Jefferson County Commission at the Jefferson County Courthouse in Birmingham, Alabama, a copy of this resolution is spread upon the minutes of the Jefferson County Commission on this the 24<sup>th</sup> day of July, 2007.

Bettye Fine Collins, President

Jim Carns, Commissioner

Bobby Humphryes, Commissioner

Larry Langford, Commissioner

Sheila Smoot, Commissioner

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

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#### STAFF DEVELOPMENT

##### Multiple Staff Development

##### General Services/2 Participants

Charles R. Hill, Jr.	New Orleans, Louisiana	\$1,796.50
Marvin K. Harris	The election Center's Annual National Conference August 6-11, 2007	\$1,796.50

##### General Services/5 Participants

Eddie Campbell	Birmingham, Alabama	\$799.00
Paul McCay	High Voltage Safety Training	\$799.00
John Phillips	July 31 - August 1, 2007	\$799.00
James Cashatt		\$799.00
Jimmy Nix		\$799.00

##### Individual Staff Development

Glen A. Thompson	CGMH	Washington, D.C. 240B Coalition Conference July 22-25, 2007	\$2,017.00
Joy Smith	Jefferson Rehab & Health Center	Birmingham, Alabama Summer Social Work Conference August 2-3, 2007	\$85.00
Derry Johnson	Jefferson Rehab & Health Center	Birmingham, Alabama Long Trm Care Nurses Annual Symposium July 16-17, 2007	\$120.00
Lynn G. Baswell	Sheriff's Dept.	Cuming, Georgia Criminal Investigation of Deadly Force of Officer Involved Shooting August 7-10, 2007	\$651.50

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

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REQUEST FOR CERTIFICATION

General Services - Administration

Director of General Services

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

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Communication was read from Budget & Management recommending the following:

**A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION**

1. Jefferson Rehabilitation & Health Center \$0

Add three MDS Coordinator (Gr. 24) positions and delete three Charge Nurse (Gr. 23), a Stores Clerk (Gr. 12) and a Housekeeping Supervisor (Gr. 15) positions. Annual savings \$72,804.11. No Additional Funds Required.

2. Office of Senior Citizen Services \$0

Shift funds from grant to add Administrative Assistant I (Gr. 10). Annual difference \$35,093.44. No Additional Funds Required.

3. General Services \$0

Add an Administrative Assistant II (Gr. 13) and delete a Data Records Clerk (Gr. 12). Annual difference \$1,348.12. No Additional Funds Required.

**B. OTHER BUDGET TRANSACTIONS**

4. Jefferson Rehabilitation & Health Center \$15,898.70

Shift funds and add purchasing memorandum to purchase security cameras. No Additional Funds Required.

5. Roads and Transportation \$18,000

Shift funds and add purchasing memorandum to purchase ice machines and a conflict monitor tester. No Additional Funds Required.

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

Jun-24-2007-889

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following appointment of One Stop Partners



CPR Certification and Certified Nursing Assistant Training. The effective date of this contract is July 1, 2007 and the ending date is June 30, 2008. No additional funds are needed.

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

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Jul-24-2007-892

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign a Contract Agreement of \$60,000 between IIF Data Solutions, Inc and Jefferson County Alabama to train 20 out-of-school participants in basic skills, job skills and work experience. The effective date of this contract is July 1, 2007 and the ending date is June 30, 2008. No additional funds are needed.

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

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Jul-24-2007-893

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign a Contract Agreement of \$114,000 between IIF Data Solutions, Inc and Jefferson County Alabama to train 32 in-school participants in basic skills, job skills and work experience. The effective date of this contract is July 1, 2007 and the ending date is June 30, 2008. No additional funds are needed.

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

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Jul-24-2007-894

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Shades Creek Collection System Locate and Raise Manholes, Contract No. 5, such bids having been opened on Tuesday, July 3, 2007, and listed as follows:

Contractor	Amount Bid
1. Global Construction & Engineering, Inc.	\$ 189,418.67
2. Bartlett Contracting Company, Inc.	\$ 198,375.00
3. Onyx, Inc.	\$ 250,261.67

WHEREAS, after tabulation by Civil System Incorporation, and consideration by the Environmental Services staff, it has been recommended that the contract for the Shades Creek Collection System Locate and Raise Manholes, Contract No. 5, be awarded to Global Construction & Engineering, Inc, in the amount of \$189,418.67.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and he hereby is authorized, empowered and directed to execute the contract on behalf of Jefferson County, Alabama.

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

Jul-24-2007-895

WHEREAS, Jefferson County, Alabama entered into an agreement with Neel-Schaffer, Inc. on March 14, 2006 in the amount of \$49,900.00 for Design of the relocation of an 18" force main to accommodate the Alabama Department of Transportation (ALDOT) SR 150 Bridge Replacement Project at Shades Creek and CSX Railroad, and

WHEREAS, ALDOT has requested additional surveying work not included in the agreement, and

WHEREAS, Jefferson County, upon approval of the agreement by ALDOT, will be reimbursed for work performed under the agreement, and

WHEREAS, the new statement of work is included in a replacement form of contract which necessitates the rescission of the original contract and the approval of the replacement contract.

NOW, THEREFORE IT BE RESOLVED BY THE JEFFERSON COUNTY COMMISSION as follows:

1. Rescission of the agreement of March 14, 2006 between the Jefferson County Commission and Neel-Schaffer in the amount of \$49,900.00 for design of the relocation of an 18" force main to accommodate the ALDOT SR-150 Bridge Replacement Project at Shades Creek and CSX Railroad, is hereby approved; and
2. Substitution of the replacement agreement in the amount of \$55,455.60 which adds the surveying work described above, is hereby approved and the President is authorized to execute the replacement agreement on behalf of Jefferson County, Alabama.

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

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Jul-24-2007-896

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a contract between Jefferson County and Alabama Power Company. This contract provides for electric service to the Five Mile Wastewater Treatment Plant.

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

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Jul-24-2007-897

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

Precinct 5304 from Washington Elementary School (115 4<sup>th</sup> Avenue South, Birmingham, Alabama 35205) to Memorial Recreation Center (524 6<sup>th</sup> Avenue South, Birmingham, Alabama 35205) due to the school being closed.

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

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Jul-24-2007-898

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that an amendment to the resolution approved July 3, 2007 at Minute Book: 154; Page: 7 regarding the grant application for the StrongGirls Program at Family Court by adding the following Resolution as required by ADECA, be and hereby is approved.

Resolution of Applicant for Matching Funds

Whereas, the State of Alabama, through the Alabama Department of Economic and Community Affairs, Law

Enforcement/Traffic Safety Division, under the Omnibus Crime Control and Safe Streets Act of 1968, (PL 90-351 as amended and other appropriate federal authorizations, is offering financial aid to combat rising crime, improve the criminal justice system, assist victims of crime, and assist in the problems of juvenile justice; and

Whereas, the Jefferson County Commission hereinafter referred to as Applicant, is of the opinion that it would be beneficial to make application for such assistance and

NOW, THEREFORE, BE IT RESOLVED by the Applicant that, Bettye Fine Collins, in his/her official capacity as President, be authorized to make application to the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division, for said financial Assistance.

Adopted this the 17<sup>th</sup> day of July, 2007.

No match required on Formula Grants

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

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Jul-7-2007-899

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that an amendment to the resolution approved July 3, 2007 at Minute Book: 154; Page: 8 regarding the grant application for the Release to Aftercare Program at Family Court by adding the following Resolution as required by ADECA, be and hereby is approved.

Resolution of Applicant for Matching Funds

Whereas, the State of Alabama, through the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division, under the Omnibus Crime Control and Safe Streets Act of 1968; (PL 90-351 as amended and other appropriate federal authorizations, is offering financial aid to combat rising crime, improve the criminal justice system, assist victims of crime, and assist in the problems of juvenile justice; and

Whereas, the Jefferson County Commission hereinafter referred to as Applicant, is of the opinion that it would be beneficial to make application for such assistance and

NOW, THEREFORE, BE IT RESOLVED by the Applicant that, Bettye Fine Collins, in his/her official capacity as President, be authorized to make application to the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division, for said financial Assistance.

Adopted this the 17<sup>th</sup> day of July, 2007.

No match required on Formula Grants

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

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Jul-24-2007-900

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following amendment to the agreement between Jefferson County, Alabama and Creative Wellness Institute to change the payments from ten equal monthly payments of \$5,205.80 to twelve equal payments of \$4,338.17 each.

AMENDMENT N0.1

CONTRACT N0. 38-06

This Amendment to Contract entered into this 10<sup>th</sup> day of May, 2007, by and between Jefferson County, Alabama through the Jefferson County Family Court (hereinafter referred to as "The Jefferson County Commission") and Creative Wellness Institute,

(hereinafter referred to as the "Contractor").

W I T N E S S E T H:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties entered into on the 1<sup>st</sup> day of December, 2005, which was approved by the Jefferson County Commission on 1-10-06 and recorded in Minute Book 150 at Page(s)172-173 which is included herein by reference, is hereby amended as follows:

Item 4 "COMPENSATION" In Item 4, the terms of the payments are amended as follows:

From: 10 equal monthly payments at \$5205.80

To: 12 equal monthly payments at \$4338.17

Funds will be paid from a combination of ADECA grant and operating budget proportionately as the grant funds are reduced/

All other terms and conditions remain as previously written

Jefferson County Commission

Betty Fine Collins, President

CONTRACTOR:

Eve Laxer, Director

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

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Jul-24-2007-901

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Sherry & Company, d/b/a e-Staff, Inc. to provide temporary personnel to fill critical as-needed positions.

CONTRACT NO. 288-06A

PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1<sup>st</sup> day of October 1, 2006, by and between Jefferson County, Alabama, hereinafter called "the County", and Sherry & Co., Inc. d/b/a e-Staff, Inc., hereinafter called "the Contractor". The effective date of this agreement shall be December 1, 2006.

WHEREAS, the County desires to contract for personal services for the Human Resources Department on an emergency as-needed basis, and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth provided there are no Merit System or Classified employees available to fill these positions
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No, 288-06, dated July 14, 2006, the terms of which are included herein by reference. The Contractor shall provide temporary personnel to fill critically as-needed positions through the Human Resources Department until a permanent replacement can be located and hired to fill the vacancy. The list of positions the Contractor is capable of filling is shown on Attachment No. 1. Other County Departments, desiring to use temporary employees, must fill out the Request for Approval of Independent Contractor Services form specifying why they need to use temporary employees in lieu of Merit System or Classified employees and submit it to the Human Resources Department. Human Resources will validate the need and monitor the temporary placement to ensure contract compliance

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

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to provide temporary personnel services to the County at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2007. However, contract may be extended upon mutual agreement of both parties.

4. COMPENSATION: The Contractor shall be compensated for services rendered at a cost shown on Attachment No.i payable weekly per submission of an invoice.

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

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

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

8. TERMINATION OF CONTRACT: This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the

County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

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

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

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

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

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

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

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

CONTRACTOR: JEFFERSON COUNTY, ALABAMA

Sherry Kidd, President Bettye Fine Collins, President

Sherry & Co., Inc., d/b/a e-Staff, Inc. Jefferson County Commission

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

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Communication was read from Roads & Transportation recommended the following;

1. Jones Brothers Paving to install 195' of 8" sewer main at 3767 Poe Drive in Vestavia Hills.



2. AT& T (BellSouth) to install 155' of buried cable at 770 Shades Mountain Plaza near the intersection of Tyler Road and Sanders Road in Hoover.

Motion was made by Commissioner Langford seconded by Commissioner Carns that the Utility Permits be approved. Voting "Aye"

Langford, Carns, Collins, Humphryes and Smoot.

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Jul-24-2007-902

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 17, 2007

Purpose: Pay Mt. Olive Cemetery c/o W. M. Rhodes for Acquired

0.05 acres (more or less) permanent drainage easement

0.01 acres (more or less) TCE

Topics VII Site 1 - Project No. STPBH-7165(001) Tr. No. 5 - Mt. Olive Road (Newfound Road, Brookside Road Intersection) Agent - Alan Dodd

Price: \$4,000.00

Pay to the order of: Mt. Olive Cemetery

c/o W. M. Rhodes

Mailing Address: 1438 Downs Road

Mt. Olive, AL 35117

Fund #22 0000 52503 0000 70047

Check Delivery Code 5000

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

Langford, Carns, Collins, Humphryes and Smoot.

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Jul-24-2007-903

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to close Cedar Mountain Road between Emerald Lake Drive West and Emerald Lake Drive East to remove and replace a large rock box culvert and replace it with a reinforced concrete culvert, beginning Monday, July 30, 2007 and to be reopened by Wednesday, August 8, 2007.

A detour route will be established in accordance with MUTCD.

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

Langford, Carns, Collins, Humphryes and Smoot.

Jul-24-2007-904

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Lawson State Community College for the use of County forces to construct a parking lot at the East Lawson Dorm site at an estimated cost of \$250,000.

AGREEMENT

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Lawson State Community College (hereafter called the "Municipality").

WITNESSETH:

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

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

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

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

1. County shall perform the following Scope of Services:

Build a parking lot at the East Lawson Campus in the rear of the new dormitory (install curb and gutter, base, paving and striping)

2. Municipality shall perform the following Scope of Services:

Provide all materials needed to construct the parking lot (concrete, storm base material, asphaltic binder, and asphaltic seal.)

Estimated cost \$250,000.00.

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

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

5. Either party shall have the right to abandon the AGREEMENT at any time, and such action shall in no event be deemed a breach of contract.

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Lawson State Community College

Dr. Perry Ward President

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

Langford, Carns, Collins, Humphries and Smoot.

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**COOPER GREEN MERCY HOSPITAL GOVERNING BODY**

Jul-24-2007-905

WHEREAS, THE ADMINISTRATION of Cooper Green Hospital has recommended the appointment of the following individuals to the medical staff of Cooper Green Hospital.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby approves the appointment of the following individuals to the medical staff at Cooper Green Hospital.

BE IT FURTHER RESOLVED that Dr. Sandrell Hullett is hereby authorized to execute a Chief Executive Officer of Cooper Green Hospital the necessary application Approval List and any related documents as may be necessary to confirm the appointment.

BE IT FURTHER RESOLVED that the President of the Commission be authorized to execute the necessary Medical approval and related documents that may be necessary to confirm the appointment:

JULY 2007 MEDICAL STAFF APPLICATIONS

Internal Medicine Rick Player, MD, Chair

<u>Name</u>	<u>Speciality</u>
Sonya Heath, MD	Infectious Dzs
Christopher Green, MD	Radiology
Martin Bohnenkamp, MD	Internal Medicine
Alisha Austin, MD	Psychiatry
Michael Mugavero, MD	Infectious Dzs
Cecil Eiland, MD	Radiology
Joanne Rossman, MD	Rad/Onc
Brian Ragland, MD	Pathology
Kevin Giadrosich, MD	Pathology
Patrick Grant, MD	Radiology
Katherine Perrien, MD	Radiology
James Lasker, MD	Hem/Onc
Jimmie Harvey, MD	Hem/Onc

OB/Gyn Rowell Ashford, II, MD, Chair

Thomas Soltau, MD	Neonatology
Amy Presti, MD	Pediatrics
David Randolph, MD	Pediatrics

Surgery Carol Leitner, MD, Chair

Jennifer Scruggs, MD	Ophthalmology
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MEDICAL STAFF REAPPOINTMENT APPLICATIONS

JULY, 2007

Internal Medicine Rick Player, MD, Chair

Name	Specialty
Henry Gaillard, MD	ER Dept

Surgery Carol Leitner, MD, Chair

Saleem Naviwala, MD	Otorlaryngology
James Bonds, MD	General Surgery

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

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Jul-24-2007-906

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and J. L. Morgan & Associates, Inc. to conduct a patient satisfaction surveys beginning July 1, 2007 and ending June 30, 2008 in the amount of \$1,906 per month.

CONTRACT NO. 214-07

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 22<sup>nd</sup> day of May, 2007, by and between Jefferson County, Alabama, hereinafter called "the County", and J.L. Morgan & Associates, Inc., hereinafter called "the Contractor". The effective date of this agreement shall be July 1, 2007.

WHEREAS, the County desires to contract for telephone survey services for Cooper Green Mercy Hospital, hereinafter called "the Hospital"; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.

2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Request for Proposal No. 214-07, dated March 29, 2007, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by the Hospital. The Contractor shall conduct patient satisfaction information from inpatients specific to the CMS HCAHP survey program for the Hospital. The CMS HCAHPS shall be a real time satisfaction program via a telephone survey. The Contractor shall be responsible for meeting the following required objectives, desired objectives and shall use the statistical standards listed when issuing their survey reports to the Hospital on a quarterly and annual basis.

Required Objectives

- CMS certified vendor for HCAHPS
- Complete confidentiality with destruction of original surveys by Contractor as well as hospital patient reports
- Automation of data uploads and downloads in a format approved by Cooper Green/Mercy Hospital Information Services Department
- Professional consultation (telephone) on interpretation of results
- Forward of all complaints to Cooper Green/Mercy Hospital administration within one week of receipt
- Quarterly reporting of results by designated grouping
- Annual reporting of results by designated grouping
- Meet minimum statistical standards as specified (see below)
- Provide verbatim full text comments
- Exclusion of expirations, Balm of Gilead, and DO NOT CALL patients from phone surveys
- Surveys available in Spanish on request
- Desired Objectives
- Correlation of inpatient survey to HCAHPS
- Online reporting with real time results
- Breadth of benchmarking (number of hospitals)
- Depth of benchmarking (drill down capabilities)
- Minimize annual expense
- Links to utilization/demographic data where possible
- Ability to customize questions
- Written Quality Plan for each survey type upon request
- Interpretive assistance with each type upon request
- Development of a proprietary patient satisfaction database for Cooper Green Mercy Hospital to store information obtained in this process

Statistical Standards

Inpatient	error rate +/- 4%
Emergency Room	error rate +/- 4%
Outpatient Testing	error rate +/- 4%
Outpatient Surgery	error rate +/- 4%
Outpatient Clinics	error rate +/- 4%

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor, shall be available to render professional telephone survey services to the Hospital at any time after the effective date of this Contract. The completion date of all services under this Contract is June 30, 2008 with renewal, at the County's option and County Commission approval, for two (2) additional one year terms, not to exceed three (3) full years.

4. **COMPENSATION:** The Contractor shall be compensated for services rendered at a cost of \$1906.00 per month payable per submission of an approved invoice.

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

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

7. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County

Finance Department will information required for Form 1099 reporting and other pertinent data required by law.

8. TERMINATION OF CONTRACT: This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the

County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

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

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

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

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

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

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

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

CONTRACTOR:	JEFFERSON COUNTY, ALABAMA
Jeffrey L. Morgan, President	Bettye Fine Collins, President
J. L. Morgan & Associates, Inc.	Jefferson County Commission

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

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

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Jul-24-2007-907

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized and directed to settle the condemnation case styled Jefferson County, Alabama v. Vincent Samuel, Tract No. 12 (3612 Main Street,

Brighton, Alabama), Civil Action No. 06-863, in the total amount of Twenty Eight Thousand Six Hundred (\$28,600) Dollars less the amount of \$27,000 already paid into Court pursuant to the Order of Condemnation previously entered in this case.

Be it further resolved by the Jefferson County Commission that the Director of Finance is hereby directed to issue a check made payable to "Vincent Samuel" in the amount of \$1,600.00 and forward to the County Attorney for disbursement.

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

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Jul-24-2007-908

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), Girls Incorporated of Central Alabama (hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes services aimed at helping boys and girls handle contemporary problems and reach their potential as young adults productive in society, as well as providing recreational opportunities, as resources of the County; and

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

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 \$10,000 upon execution of this contract.
3. The Contractee shall provide the following services to the County:
  - a. Conduct the 14<sup>th</sup> Annual Celebration Luncheon "She Knows Where She's Going/Helping Girls Get There " on Wednesday, August 15, 2007 at the Cahaba Grand Conference Center to benefit programs which enhances girls' ability to be strong, smart and bold.

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

Girls Incorporated of Central Alabama

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

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Jul-24-2007-909

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the Kid One Transport System (hereinafter called the "Contractee").

WITNESSETH:

WHEREAS, the County recognizes services and organizations that assist children with medical illnesses as valuable resources of the County; and

WHEREAS, the Kid One Transport System provides a service designed to improve the quality of life for these children; and

WHEREAS, the County 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 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 \$5,000 to be paid as a lump sum upon execution of contract.
3. The Contractee shall provide the following services:
  - a. Provide funds so that the children in Jefferson County without any means of transportation have the opportunity to reach medical care when they are ill.

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

Kid One Transport System

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

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Jul-24-2007-910

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Amendment to Agreement between Jefferson County, Alabama and City of Birmingham (Park & Recreation Board) be and hereby is approved.

AMENDMENT TO AGREEMENT

IN CONSIDERATION OF the premises and the obligations of the parties, the parties agree as follows:

The Agreement by and between Jefferson County, Alabama and the City of Birmingham (Park & Recreation Board) approved by the Jefferson County Commission on May 29, 2007 (Minute Book: 153; Page Number: 504) is hereby amended as follows:

Amend Paragraph 2 as follows:

2. The County shall pay to the Contractee a lump sum payment of \$1,000 upon execution of this contract.

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

CITY OF BIRMINGHAM PARK & RECREATION

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

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Jul-24-2007-911

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the Homewood City Schools Foundation (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 programs and improvements for educational programs constitute a resource of the County that generates substantial healthful activity and enhances a quality education; and

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

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

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



a. Provide funds for expenditures incurred during the 7<sup>th</sup> Annual *Showcase 2007*, which took place on February 27, 2007. This is an annual event that gives the Homewood students an opportunity to demonstrate the excellence that they have achieved.

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

Homewood City Schools Foundation

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

\_\_\_\_\_  
Jul-24-2007-912

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

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

WITNESSETH:

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

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

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

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

2. The County shall pay to the Contractee a lump sum payment of \$500 upon completion and execution of this contract.

3. The Contractee shall provide the following services:

a. Conduct the 13<sup>th</sup> Annual Kids N Kops Day on September 8, 2007 at DeBardleben park in Bessemer, Alabama in order to foster a better relationship between law enforcement and the citizens, especially the children, of the City of Bessemer.

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

City of Bessemer

Edward May, Mayor

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

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Jul-24-2007-913

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Amendment to Agreement between Jefferson County, Alabama and Alabama Veterans Memorial Foundation be and hereby is approved.

THIRD AMENDMENT TO AGREEMENT

IN CONSIDERATION OF the premises and the obligations of the parties, the parties agree as follows:

The Agreement by and between Jefferson County, Alabama and the Alabama Veterans Memorial Foundation approved by the County Commission on June 22, 2004, (Minute Book 145, Page Number: 124), amended September 7, 2004 (Minute Book 145, Page 551), further amended October 4, 2004 (Minute Book: 146, Page Number: 154) is hereby further amended as follows:

Amend Paragraph 2 shall read:

The County hereby agrees to pay the sum of \$45,480.00 to be applied as follows:

- a. \$33,395.00 shall be paid to Contractee.
- b. \$12,085.00 shall be held by the County for use by the Jefferson County Roads and Transportation Department for landscaping work to the Veterans' Park.

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

JEFFERSON COUNTY, ALABAMA

BETTYE FINE COLLINS, President

Jefferson County Commission

ALABAMA VETERANS MEMORIAL FOUNDATION

ROBERT P. MOSCA, Executive Director

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

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Jul-24-2007-914

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Amendment to Agreement between Jefferson County, Alabama and City of Irondale be and hereby is approved.

AMENDMENT TO AGREEMENT

IN CONSIDERATION OF the premises and the obligations of the parties, the parties agree as follows:

The Agreement by and between Jefferson County, Alabama and the City of Irondale approved by the Jefferson County Commission on June 20, 2006 (Minute Book: 151; Page Number: 290) is hereby amended as follows:

Amend Paragraph 1 as follows:

"The terms of this Agreement shall begin upon execution of this contract and end September 30, 2007."

Amend Paragraph 4 to add the following:

"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."

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

CITY OF IRONDALE

Tommy Alexander, Mayor

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

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Jul-24-2007-915

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

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

WITNESSETH:

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

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

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

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 a lump sum payment of \$100,000 upon execution of the contract.
3. The Contractee shall provide the following services:
  - a. Provide services to child victims of physical and sexual abuse and their families which will include providing a warm, friendly environment for the child victims to talk to specially trained counselors, provide initial forensic interviews, counseling to the victims, support groups for the non-offending caregiver of the victim.

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

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

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

The Prescott House

Mary L. Murphy, Executive Director

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

Jul-24-2007-916

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Southwestern Athletic Conference (SWAC), (hereinafter called the "Contractee").

WITNESSETH:

WHEREAS, the County recognizes that quality athletic organizations constitute a resource of the County that generate substantial social and healthful activity and improves and enhances the quality of life in Jefferson County and serve as good will ambassadors from Jefferson County in other Cities and states; and

WHEREAS, a nationally televised inter-conference football game from Birmingham, Alabama will provide substantial, favorable exposure of Jefferson County and substantial economic benefits to the community; and

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

NOW, THEREFORE, IN CONSIDERATION of the premises and the 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 \$75,000 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Use funds for expenses incurred at the 2006 Southwestern Athletic Conference Championship Game that was held on December 16, 2006 at Legion Field and other events (SWAC College Fair; Championship Pep Rally, family oriented entertainment; Dance & Cheer Competition) and for expenses incurred at the 2007 Basketball Tournament that was held March 7-10, 2007 at the BJCC Arena.

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

Southwestern Athletic Conference (SWAC)

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

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Jul-24-2007-917

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "Count'), and the Tannehill State Park (hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes Tannehill State Park as an educational, recreational and economic resource of the County; and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to assist in the development and promotion of 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 herein and end September 30, 2007.
2. The County shall pay the lump sum amount of \$60,000 to the Contractee upon execution of the contract.
3. The Contractee shall provide the following services:
  - a. Assist in ongoing exhibit improvements, artifact preservation, collection management, educational programs and staffing

at the Iron and Steel Museum of Alabama.

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

Tannehill State Park

Martin Evers, Park Administrator

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

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Jul-24-2007-918

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the Ruffner Mountain Nature Coalition (hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes parks and nature centers as educational and economic 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 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 \$50,000 upon execution of this contract.

3. The Contractee shall provide the following services:

a. Provide funds for Phase I of the Master Plan to include the construction of a new visitor's center and adjacent new restroom/pavilion complex at its current location in South East Lake; construction of a wetland and adjoining parking area on the Eastwood side of the property; construction of an off leash dog park and acquisition of 5.7 acres adjacent to the former South Roebuck 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

Betty Fine Collins, President

Jefferson County Commission

Ruffner Mountain Nature Coalition

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

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Jul-24-2007-919

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and Board of Trustees of the University of Alabama for the University of Alabama At Birmingham - Birmingham Regional Emergency Medical Services System (BREMSS). (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the Board of Trustees of the University of Alabama for the University of Alabama At Birmingham - Birmingham Regional Emergency Medical Services System (BREMSS) (hereinafter called the "Contractee").

WITNESSETH:

WHEREAS, the County recognizes its citizens as one of the most valuable resources of the County and services aimed at providing medical equipment to EMS organization which service the citizens of Jefferson County are resources of the county; and

WHEREAS, the County has determined that it is in the public interest to engage the Contractee to assist in the development and

promotion of said County resources.

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$30,000 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Purchase Emergency Medical Services (EMS) equipment for 56 Jefferson County EMS providers.

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

Board of Trustees of the University of Alabama for the University of Alabama At Birmingham

Birmingham Regional Emergency Medical Services System (BREMSS)

Joe Acker, Executive Director

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

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Jul-24-2007-920

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "Count"), and Regions Charity Classic Foundation, (hereinafter called the "Contractee").

WITNESSETH:

WHEREAS, the County recognizes that quality athletic organizations constitute a resource of the County that generate substantial



social and healthful activity and improves and enhances the quality of life in Jefferson County; and

WHEREAS, a nationally televised golf tournament from Birmingham, Alabama will provide substantial, favorable exposure of Jefferson County and substantial economic benefits to the community; and

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

NOW, THEREFORE, IN CONSIDERATION of the premises and the 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 \$25,000 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Use funds to offset regional marketing expenditures to promote the Regional Charity that was held on May 14 20, 2007 at Ross Bridge in Hoover, AL.

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

Regions Charity Classic Foundation

Gene Hallman, Executive Director

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

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Jul-24-2007-921

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the Pathways (hereinafter

called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes that organization that provide services designed to assist unemployed persons are resources of the County which generate substantial healthful and social activity and improve the quality of the workforce and enhances the quality of life in Jefferson County; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$20,000 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Provide food, clothing, laundry facilities and case management for homeless women and children throughout the Jefferson County area.

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

Pathways

Connie Hill, Ph.D., Executive Director

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

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the South Regions Minority Business Council (hereinafter called the "Contractee").

WITNESSETH:

WHEREAS, the County Commission desires to increase and improve the economy of Jefferson County through economic growth opportunities for Minority Business Enterprises; and

WHEREAS, the County desires to support those activities necessary for economic growth; and

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

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

1. The term of this Agreement shall begin upon execution hereto and ending September 30, 2007.
2. The County shall pay to a lump sum payment of \$20,000 upon completion and execution of this contract.
3. The Contractee shall provide the following services:
  - a. Foster and expand the economic opportunities between and among Minority Business Enterprises, as well as foster business relationships between Minority Business Enterprises and corporate partners through Jefferson County and Alabama.

Provided, no part of the payment shall be used for awards or scholarships.

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

South Regions Minority Business Council

Scott A. Vowels, President

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

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the Southern Intercollegiate Athletic Conference, Inc. (hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes the that sporting events conducted in Jefferson County focus attention upon Jefferson County and results in positive advertisement and promotion of county resources, and a positive image of the State of Alabama, County of Jefferson and the City of Birmingham to the United States of America.

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall:
  - a. Pay to the Contractee a lump sum payment of \$15,000 upon execution of this contract.
3. The Contractee shall provide the following services to the County:
  - a. Use funds for expenses incurred during the SIAC's Men's & Women's Basketball tournament as well as the auxiliary events (Step Competition, Tailgate Saturday, Battle of the Bands and the Cheerleading & Dance Competition and Exhibition) on February 28 - March 4, 2007 at Fair Park Arena in Birmingham, Alabama.

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

Southern Intercollegiate Athletic Conference, Inc.

William E. Lide, Ph.D., Commissioner

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

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

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Jul-24-2007-924

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and Susan G. Komen Breast Cancer Foundation, North Central Alabama Affiliate. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and the Susan G. Komen Breast Cancer Foundation, North Central Alabama Affiliate, (hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes that organizations promoting good health and the prevention of diseases for its citizens as resources of the County; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$10,000 upon execution of this contract.
3. The Contractee shall provide the following services in Jefferson County:
  - a. Conduct the 2007 Komen Birmingham Race for the Cure held in October 2007 at Linn Park in Jefferson County that will raise funds to be used to help those women in Jefferson County who have been diagnosed with breast cancer.

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

Susan G. Komen Breast Cancer Foundation, North Central Alabama Affiliate  
Ellen Zahariadis, Executive Director

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

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Thereupon the Commission Meeting was adjourned to meet Tuesday, July 31, 2007, at 10:00 a.m. in Commission Chambers.

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President

ATTEST

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Minute Clerk