

STATE OF ALABAMA)

JEFFERSON COUNTY) June 15, 2010

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

District 3 Bobby Humphries

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Humphries seconded by Commissioner Carns that the Minutes of June 8, 2010, be approved. Voting "Aye" Humphries, Carns and Collins.

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A Public Hearing was held to receive comments on the liquor application submitted by Minor Package Store, Inc.; Nola Ingram, President/Store Manager; d/b/a Minor Package Store. There being no comments, the Commission took the following action.

Jun-15-2010-521

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Minor Package Store, Inc.; Nola Ingram, President/Store Manager; d/b/a Minor Package Store located at 1482 Minor Parkway, Birmingham, Alabama 35224 for a Lounge Retail Liquor-Class II (Package) license, be and hereby is approved.

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

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STAFF DEVELOPMENT

Multiple Staff Development

Revenue (4 participants)

Wanda Poore	Montgomery, Alabama	\$137.00
Pamela J. Billups	CGAT Annual Continuing Education Conference	\$357.52
Tracee Horton	June 24-25, 2010	\$269.63
Judy E. Cox		\$360.76

Individual Staff Development

Charles Bell	Revenue	New York, New York & Pittsburgh, Pennsylvania Audit GNC, Rainbow Stores, RUE 21 and all companies managed and accounted by The Firm of Tommy Lee - approximately 10 companies - for Colonial Properties abatement June 19 - July 3, 2010	\$5,383.50
Bruce Thompson	Revenue	Concord, North Carolina & Atlanta, Georgia Audit Show Shoe, Inc., Hospitality Staffing & AAA Parking July 18-24, 2010	\$1,622.50
Charliestean Lewis	Revenue	Pelham, Alabama Attend CROAA Class to obtain certification July 14-16, 2010	\$195.00

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

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

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

1. COMMUNITY DEVELOPMENT FROM ACOFF CONSTRUCTION COMPANY INCORPORATED, BESSEMER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HOUSING REHABILITATION FOR CHERYL WILLIAMS.  
SAP PURCHASE ORDER # 2000041678                      \$2,207.00      TOTAL                      REFERENCE BID # 69-10
2. COMMUNITY DEVELOPMENT FROM SYMS CONTRACTORS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HOUSING REHABILITATION FOR ELNORA MOORE.  
SAP PURCHASE ORDER # 9000002403                      \$560.00      TOTAL
3. COMMUNITY DEVELOPMENT FROM ACOFF CONSTRUCTION COMPANY INCORPORATED, BESSEMER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HOUSING REHABILITATION FOR EMMA DAMS.  
SAP PURCHASE ORDER # 2000041675                      \$800.00      TOTAL                      REFERENCE BID # 69-10
4. GENERAL SERVICES CRAFTS FROM NORTH AMERICAN VIDEO, BRICK, NJ, FOR CAMERA REPLACEMENT PARTS.  
SAP PURCHASE ORDER # 2000043555                      \$6,414.00      TOTAL
5. ENVIRONMENTAL SERVICES TRUSSVILLE WWTP FROM INFILCO DEGREMONT INCORPORATED, BALTIMORE, MD, FOR UV SYSTEM PARTS. SAP PURCHASE ORDER # 2000043582                      \$11,452.52      TOTAL
6. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM STRYKER ORTHO, CHICAGO, IL, FOR MONOTUBE TRIAX STERILE WRIST KIT. SAP PURCHASE ORDER # 2000043406                      \$5,321.70      TOTAL
7. ENVIRONMENTAL SERVICES VILLAGE CREEK WWTP FROM MCCAIN ENGINEERING, PELHAM, AL, TO RETUBE TWO (2) BOILERS. SAP PURCHASE ORDER # 2000043681                      \$19,639.00      TOTAL
8. SHERIFF'S DEPARTMENT BIRMINGHAM ENFORCEMENT FROM HOWARD TECHNOLOGY SOLUTIONS, LAUREL, MS, FOR VEHICLE POWER MANAGEMENT SYSTEM COMPONENTS. SAP PURCHASE ORDER # 2000042582  
\$23,606.00      TOTAL                      REFERENCE BID # 135-10
9. APPROVAL TO CANCEL CONTRACT WITH SYSCO CENTRAL ALABAMA, INC. TO PROVIDE "FOOD SERVICE DISPOSABLE SUPPLIES" IN ACCORDANCE WITH THE CONTRACTS CANCELLATION CLAUSE. THE CURRENT VENDOR HAS CONSISTENTLY FAILED TO DELIVER WITH THE COUNTY'S PURCHASE ORDER REQUESTS OVER THE PAST SIX MONTHS.

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

JEFFERSON COUNTY COMMISSION  
Finance Department  
Unusual Demands  
6/15/2010

Profit Center	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 2	1000193	JEFFERSON CO TREASURER	MILEAGE REIMBURSEMENT - BO DUNCAN	LAND DEVELOPMENT	99.63	1900038055
DISTRICT 2	1000193	JEFFERSON CO TREASURER	WORKSHOP AND SUPPLIES FOR NICK SIMS	LAND DEVELOPMENT	31.88	1900038242
DISTRICT 2	1000193	JEFFERSON CO TREASURER	MILEAGE REIMBURSEMENT - BO DUNCAN	LAND DEVELOPMENT	19.44	1900038218
DISTRICT 2	1000193	JEFFERSON CO TREASURER	MILEAGE REIMBURSEMENT - LYN BOYER	LAND DEVELOPMENT	29.97	1900038219
DISTRICT 2	1000193	JEFFERSON CO TREASURER	MILEAGE ON TRAVEL REIMB-WILLIAM MULLINS III	LAND DEVELOPMENT	8.93	1900038301
*DISTRICT 2					189.85	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	10 ADPH MORT GRANT - CONTAINERS	EMA	654.11	1900038230
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SPRINT TRAVEL CHARGERS	R&T: HIWAY MAINT-BESS	59.98	1900038281
DISTRICT 3	1000193	JEFFERSON CO TREASURER	VEHICLE TAGS	FLEET MGMT: ADMIN	184.43	1900038129
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TORO Z MASTER REPAIR	R&T: HIWAY MAINT-KETONA	150.00	1900038284
DISTRICT 3	1000193	JEFFERSON CO TREASURER	MISCELL SUPPLIES	R&T: HIGHWAY MAINT-BESS	191.15	
				1900038243		
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TRAVEL REMIBURSEMENT FOR E GAGNE	FLEET MGMT: ADMINISTRATION	12.76	1900038253
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PARTS	FLEET MGMT: ADMINISTRATION	92.95	1900038128
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TORO Z MASTER REPAIR	R&T: HIWAY MAINT-KETONA	145.08	1900039644
DISTRICT 3	1023150	JONES & BERRY PC	J&BTRUST ACCT TR 33ROW ACQ MORGAN ROAD	R&T: ADMINISTRATION	70,000.00	1900037930
*DISTRICT 3					71,490.46	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	DEPUTY CORONER UNIFORMS	CORONER/MEDICAL EXAMINER	226.65	1900038275
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PRIMER BUBBLE ASSEMBLY FOR WEEDEATER	GEN SVCS: ADMINISTRATION	4.99	1900038156
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PHOTOFINISHING	GEN SVCS: ADMINISTRATION	5.06	1900038240
DISTRICT 4	1000193	JEFFERSON CO TREASURER	POSTAGE	GEN SVCS: ADMINISTRATION	341.29	1900038297
DISTRICT 4	1001355	TRAVIS HULSEY	REIMB. POSTAGE-BIRMINGHAM(TITLE APP)	REVENUE	59.54	1900038226
DISTRICT 4	1001466	ERIC R PRUITT	REIMB MILEAGE- APRIL/MAY	REVENUE	41.32	1900038227
DISTRICT 4	1007938	U S BANK	ADMIN FEES 2004-A (GO) 04/01/10-03-31-11	FINANCE ADMINISTRATION	1,575.00	1900038231
*DISTRICT 4					2,253.85	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PUMP REPLACE BEARING ASSEMBLY	ES: INSTRUMENT SHOP	180.83	1900038037
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DESKTOP BACKUPS	ES: SANITATION ADMIN	479.96	1900038295
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SOLVENT; METAL PARTS PROTECTOR	ES: PACKAGE WWTP & PUMP STA	207.89	1900038247
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ROTORK	ES: FIVE MILE CREEK WWTP	355.79	1900038160
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BLACK INK CARTRIDGE;MIRROR;	ES: FIVE MILE CREEK WWTP	39.44	1900038177

DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWER ALARM AT LEEDS	ES: LEEDS WWTP	16.20	1900038283
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LITHIUM BATTERIES	ES: INSTRUMENT SHOP	33.24	1900038159
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SCISSORS; SPRNG; SPRAYER; FAUCET; KEY; WATER; HAT	ES: FIVE MILE CREEK WWTP	238.80	1900038162
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GAS CANS AND PVC PIPE FITTINGS	ES: TURKEY CREEK WWTP	24.23	1900038210
DISTRICT 5	1000193	JEFFERSON CO TREASURER	KEYS;HAMMER;LABEL KIT;PIPE	ES: FIVE MILE MAINT SHOP	223.98	1900038192
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SEAL BEARING AND AIR FILTERS	ES: TURKEY CREEK WWTP	115.18	1900038089
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PURCHASED SOLENOID VALVE TO REPAIR AUGER SYS	ES: LEEDS WWTP	181.50	1900038282
DISTRICT 5	1000193	JEFFERSON CO TREASURER	UV PARTS, PUMP, PUMP PARTS	ES: TRUSSVILLE WWTP	120.47	1900038085
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FLARE;INK CARTRIDGES;FOLDERS;CHESSEL PENS	ES: FIVE MILE CREEK WWTP	254.24	1900038232
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PURCHASED SAW BLADES AND EPOXY	ES: LEEDS WWTP	17.27	1900038238
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWER ALARM AT LEEDS	ES: LEEDS WWTP	16.61	1900038239
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE	ES: SANITATION ADMINISTRATION	14.91	1900038241
DISTRICT 5	1000193	JEFFERSON CO TREASURER	VIDEO MONITOR AND SAFETY INSTRUCTIONS	ES: CONSTRUCT SEWER LINE	427.86	1900038272
DISTRICT 5	1000193	JEFFERSON CO TREASURER	UV PARTS , OIL	ES: TRUSSVILLE WWTP	46.93	1900038293
DISTRICT 5	1000193	JEFFERSON CO TREASURER	NOTARY STAMP	ES: BARTON LAB	49.99	1900039645
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INK CARTRIDGES; SAMPLE JUGS; RAIN JACKETS; PARTS	ES: VALLEY CREEK WWTP	550.88	1900039642
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RUBBER STRAPS; PARTS; INK CARTRIDGES	ES: PACKAGE WWTP & PUMP STA	170.69	1900038300
DISTRICT 5	1025688	WILLIAM D LAMBERT	REFUND ON ACCT #W0-85782-OVERPAYMENT	FINANCE SEWER SERVICES	35.07	1900038233
DISTRICT 5	1025776	STEVE HOLT	REFUND ON ACCT #W0-95298-OVERPAYMENT	FINANCE SEWER SERVICES	126.11	1900038235
DISTRICT 5	1025777	NORMAN SAIA	REFUND ON ACCT # N 3670-0890 (D)	FINANCE SEWER SERVICES	322.90	1900038236
DISTRICT 5	1025778	JANIIS M WHITE	REFUND ON ACCT #W0-94-OVERPAYMENT	FINANCE SEWER SERVICES	112.23	1900038234
*DISTRICT 5					4,363.20	
JOINT RESPON	1000193	JEFFERSON CO TREASURER	LEVIES PROBATED	SHERIFF ENFORCE-BIRMINGHAM	25.00	1900038174
JOINT RESPON	1001095	LARRY ALLRED	POSTING "NOTICE OF SALE"	TAX COLLECTOR-BIRMINGHAM	1,050.00	1900038288
JOINT RESPON	1002585	CALVIN C HAYNES	POSTING "NOTICE OF SALE"	TAX COLLECTOR-BIRMINGHAM	1,620.00	1900038287
JOINT RESPON	1002591	CHARLIE L WILLIAMS JR	POSTING "NOTICE OF SALE"	TAX COLLECTOR-BIRMINGHAM	1,830.00	1900038289
JOINT RESPON	1004100	TARA NIX	POSTING "NOTICE OF SALE"	TAX COLLECTOR-BIRMINGHAM	7,635.00	1900038285
JOINT RESPON	1023135	HAMPTON PRO SVC CTR LLC	POSTING "NOTICE OF SALE"	TAX COLLECTOR-BIRMINGHAM	825.00	1900038286
**JOINT RESPON			12,985.00			
**					91,282.36	

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

#### REQUEST FOR CERTIFICATION

Family Court - Clerk's Office

Court Clerk - 2 positions

District Attorney - Birmingham

Legal Secretary

Economic Development

Administrative Assistant I - 4 positions

Information Services - Network Support

Personal Computer Network Technician - 2 positions

General Services - General Administration

Security Officer

Roads & Transportation - Right of Way

County Property Appraiser

Cooper Green Mercy Hospital - Lab - Pathology

Medical Secretary

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

Communication was read from Budget & Management recommending the following:

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

1. Emergency Management Agency \$8,271

Increase revenue and expenditures to record a reimbursement due to damages incurred at the Liberty Park Weather Station. No Additional Funds Required.

2. Fleet Management \$41,447.81

Increase revenue and expenditures to record a reimbursement due to the sale of equipment and to purchase tires. No Additional Funds Required.

3. Family Court \$2,105

Delete two Administrative Assistant I (Gr. 10) positions and add two Court Clerk (Gr. 13) positions. Annual difference \$8,420.

The amount being shifted is to cover the remaining three months of this fiscal year. No Additional Funds Required.

4. Cooper Green Mercy Hospital \$131,138

Shift funds from regular salaries to cover contract nursing staff invoices. No Additional Funds Required.

5. Cooper Green Mercy Hospital \$4,000

Shift funds from salaries part-time to cover contract staffing for the Information Desk until completion of the hiring process. No Additional Funds Required.

**B. OTHER BUDGET TRANSACTIONS**

6. Cooper Green Mercy Hospital \$65,000

Shift funds from capital equipment to other medical supplies to fund current operations. No Additional Funds Required.

7. Cooper Green Mercy Hospital \$23,228.08

Shift funds and add purchasing memorandum to purchase a cryostat with blade holder. No Additional Funds Required.

8. General Services \$18,512

Shift funds and add purchasing memorandum to purchase 13 laptop computers for Elections e-poll books. No Additional Funds Required.

9. General Services \$1,151

Shift funds and add purchasing memorandum to purchase a notebook computer for the telephone systems on site. No Additional Funds Required.

10. General Services \$4,495

Shift funds and add purchasing memorandum to purchase a time clock for the new Bessemer Justice Center. No Additional Funds Required.

11. Family Court \$67,940

Shift funds and add purchasing memorandum to purchase four replacement automobiles due to age and excessive repair cost. No Additional Funds Required.

12. Environmental Services \$8,500

Shift funds and add purchasing memorandum to purchase a replacement letter folding machine and copier. No Additional Funds Required.

13. Environmental Services \$4,000

Add purchasing memorandum to purchase a replacement welder for Five Mile Creek Maintenance Shop. No Additional Funds Required.

14. Environmental Services \$38,125.62

Add purchasing memorandum to purchase a F150 pickup, two zero turning mowers and a tractor w/backhoe and front loader. No Additional Funds Required.

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

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Jun-15-2010-522

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County and Alabama Department of Transportation in the amount of \$ 51,077.95. This agreement allows the County to be reimbursed for all costs to relocate sanitary sewers that are in conflict with ALDOT's Oporto-Madrid Boulevard road improvement project in the City of Birmingham.

REIMBURSABLE AGREEMENT FOR RELOCATION OF UTILITY FACILITIES

ON PRIVATE OR PUBLIC RIGHT-OF-WAY

WORK TO BE PERFORMED BY STATE CONTRACTOR

PROJECT NUMBER

\_\_\_ Private Right-of-Way

Utilities

THIS AGREEMENT is entered into by and between the State of Alabama Department of Transportation acting by and through its Transportation Director, hereinafter referred to as the STATE, and Jefferson County Commission, hereinafter referred to as the UTILITY.

WITNESSETH:

WHEREAS, the STATE proposes a project of certain highway improvements in Jefferson County, Alabama, said project being designated as Project No. HPP-1602(537) and consisting approximately of the following: Grade, Drain, Base, Pave of Oporto-Madrid Boulevard Phase 4. The project consists of widening, vertical grade change and drainage improvements.; and

WHEREAS, the UTILITY is the owner of certain facilities located on private or public right-of-way, as applicable, at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the Transportation Director has determined that the relocation of the facilities hereinafter referred to is necessitated by the construction of said project and has requested or ordered, as applicable, the UTILITY to relocate same; and

WHEREAS, under the laws of Alabama, the STATE is required to compensate the UTILITY for all or part of such relocation;

NOW, THEREFORE, the parties hereto agree as follows;

1. The UTILITY, not being staffed or equipped to perform the relocation, requests that the relocation work be included in the STATE'S Highway Construction Contract. The relocation of the facilities will be accomplished in accordance with and as shown by the UTILITY'S reproducible mylar plans, specifications, and estimate transmitted herewith and made a part hereof by reference. The estimated cost of the "In-Kind" relocation including engineering is \$ 51,077.95.

a. The actual cost of relocation will not be reimbursed to the UTILITY but will be paid directly to the STATE'S contractor by the STATE as a part of its contract.

b. In the event a Consultant Engineer acceptable to and approved by the STATE is utilized by the UTILITY, the actual cost of such Engineer under contract approved by the STATE will be reimbursed by the STATE to the UTILITY. If the UTILITY, with approval of the STATE, designs the relocation work with company employees, the STATE will reimburse the UTILITY for the actual cost of such design. Payment for actual cost in either instance will be made upon receipt and verification of appropriate invoices from the UTILITY provided the actual cost is established by the records of the UTILITY when kept in accordance and in compliance with general accounting practices acceptable to the STATE and in compliance with Parts 30 and 31, Federal Acquisition Regulations.

The detailed cost estimate will be prepared on the State's Form U10 or the UTILITY'S own form giving the same type of information. The estimated cost for Engineering required by the relocation of utility facilities is included in the total estimated cost of relocation set forth hereafter in this Agreement, and will be divided into three (3) phases: (a) Phase I Concept; (b) Phase II Design; and (c) Phase III Construction. Each Phase of the Engineering work must be estimated and performed independently of the other. The three Engineering Phases will apply to work performed by the UTILITY'S Engineering Personnel and/or Consultant Engineers. The UTILITY will not proceed with any additional Phase of the required engineering work until it has received written notification from the STATE approving the completion of the previous Phase and written instruction to proceed with the next Phase.

The STATE has the right to notify the UTILITY, in writing, to cease Engineering work at any time it deems necessary. If so notified, the UTILITY shall cause all work to cease within four (4) working days and will invoice the STATE for the reimbursable work completed to date.

The STATE'S share of the engineering charges shall be limited to the "in-kind" work only.

c. If the relocation plan contains betterment, the foregoing blank will be checked. Two (2) estimates will be required, an "in-kind" and a "betterment" estimate. After opening of bids in accordance with 23 CFR 635 and applicable State law and prior to award of the STATE'S Contract, the STATE will invoice the UTILITY for the low-bid Contractor's price for the betterment items. This invoice will be paid by the Utility prior to contract award, or the "betterment" items will be deleted from the contract and it may be awarded without betterment. At the completion of the project, a final accounting will be held. At this time any funds due the UTILITY will be returned or if funds are due the STATE, the UTILITY will be sent a Final Invoice for the amount due and the UTILITY will promptly pay such amount to the STATE.

The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 CFR 645. Excluding betterment costs, the total estimated cost of relocation, including Engineering is \$51,077.95 total estimated cost including betterment is \$51,077.95.

If an adjustment for betterment is applicable, the STATE shall reimburse the UTILITY based on the percentage ratio of "in-kind" cost and "betterment" cost and being 100.00 percent of the total actual cost of relocation, as "in-kind", and the remaining 0.00 percent thereof shall be for the account of the UTILITY for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, the STATE reserves the right to recalculate the percentages at any time.

2. The UTILITY will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

3. The UTILITY will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
4. The UTILITY will be notified by the STATE Project Engineer, twenty four (24) hours in advance of the commencement of the facility adjustment by the STATE Contractor. The STATE Project Engineer shall have final authority in all matters affecting the work of the STATE'S Contractor. In the event the UTILITY has an Inspector on the project, such Inspector will not issue any instructions to the STATE'S Contractor. All instructions to the STATE'S Contractor with regard to the work provided for under this agreement will be issued by the STATE Project Engineer, after consultation with the UTILITY Inspector or Representative if found necessary by the STATE Project Engineer.
5. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the UTILITY as the provisions thereof are applicable hereto.
6. The UTILITY will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.
7. Where the UTILITY has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest will be submitted to the STATE by the UTILITY for review and approval.
8. If the UTILITY is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the UTILITY will convey to the STATE by Quitclaim Deed the portion of its private right-of-way located within the right-of-way limits of the above referenced project.
9. In the event the UTILITY is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:
  - a. The cost of relocation will include reimbursement for acquisition of right-of-way by the UTILITY to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the UTILITY.
  - b. Reimbursement for fixture relocation of the UTILITY'S facilities will be in accordance with State law in effect at the time such relocation is made; provided, however, the UTILITY will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of-way if such future relocation is outside the highway right-of-way and such relocation is required by the STATE, and provided that the prior relocation front private right-of-way to public right-of-way was without compensation to the UTILITY for its compensable property interest in its private right-of-way.
10. The UTILITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability ( in accordance with Alabama and/or Federal law) of the UTILITY, its agents, servants, employees or facilities.
11. In the event a Utility Consultant Engineering Agreement for this project is entered into between the UTILITY and a Consulting Engineer, the following provisions will apply:
  - a. The UTILITY has complied or will comply with and fulfill all obligations, requirements, notifications, and provisions of the Utility Consultant Engineering Agreement executed for this project work which are for the benefit or protection of the STATE.
  - b. The UTILITY has obtained or will obtain all approvals and authorizations required by the STATE which are provided for in the Utility Consultant Engineering Agreement.
  - c. No reimbursement payments will be due and none will be made by the STATE until such Utility Consultant Engineering Agreement is complied with faithfully by the UTILITY and Consulting Engineer.
12. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the UTILITY provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.
13. Paragraph 14 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.
14. In the event any Federal funds are utilized for this work, the following certification is made:

The undersigned certifies, to the best of his or her knowledge and belief, that:

  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or

attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

15. Exhibit N is attached hereto and made apart hereof. (on file in the Roads & Transportation Department)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

RECOMMENDED FOR APPROVAL:

Brian Davis, Division Engineer

Robert G. Lee

Utilities Engineer

APPROVED AS TO FORM:

Jim Ippolito, Jr.

Chief Counsel, Alabama Department of Transportation

WITNESS:

BY: Jefferson County Commission

Betty Fine Collins

President

STATE OF ALABAMA DEPARTMENT OF  
TRANSPORTATION ACTING BY AND THROUGH  
ITS TRANSPORTATION DIRECTOR  
D. J. McInnes, Transportation Director

The within and foregoing Agreement is hereby approved on this     day of                     , 20

Bob Riley

GOVERNOR

STATE OF ALABAMA

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

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Jun-15-2010-523

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

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

WHEREAS, Jefferson County has involved in its planning process citizens, nonprofit organizations and other area governments to develop a comprehensive approach to solving the problems of low and moderate income people resulting in the Proposed 2010 Jefferson County Consolidated Plan, Citizens' Participation Plan and the 2010 Action Plan; and

WHEREAS, The Jefferson County Office of Community & Economic Development has developed a list of proposed infrastructure and public service projects for the 2010 Action Plan, needs and strategies of the 2010 Five Year Consolidated Plan as well as the 2010 Citizens' Participation Plan based on the needs of the community as addressed in a series of public hearings and an assessment of the priority of those needs.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission of Jefferson County, Alabama, that the Jefferson County Office of Community & Economic Development is authorized and hereby directed to make available to the public according to the Citizens Participation Plan, the proposed list of CDBG housing, economic development, infrastructure, public service, HOME, and Emergency Shelter projects for the 2010 Five Year Consolidated Plan, the 2010 Citizens' Participation Plan, and the 2010 Action Plan for public comment.

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

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Jun-15-2010-524

WHEREAS, Jefferson County through its Office of Community Development has applied for and received Federal program grant funds; and

WHEREAS, Federal rules require that contractors participating in Jefferson County's housing rehabilitation programs be trained in Lead Safety for Renovation, Repair and Painting; and

WHEREAS, the University of Alabama through its College of Continuing Studies has been a leader in lead training for a number of years and works closely with the Alabama Department of Public Health; and

WHEREAS, the University of Alabama through its College of Continuing Studies has submitted a proposal for training contractors in Lead Safety for Renovation, Repair and Painting;

THEREFORE, BE IT RESOLVED that the President of the Jefferson County Commission is authorized to execute the attached agreement with the Board of Trustees of the University of Alabama in Lead Safety for Renovation, Repair and Painting Training for the sum of \$3,600.00 to be paid for with Federal funds.

#### TRAINING AGREEMENT

This agreement is entered into by and between Jefferson County Office of Community and Economic Development ("Client") and The Board of Trustees of the University of Alabama, a corporation, by and through its member institution, The University of Alabama, for instructional services to be provided by the College of Continuing Studies ("CCS").

Client: Jefferson County Office of Community and Economic Development

Jefferson County Courthouse

716 Richard Arrington Jr. Blvd. North, Suite A430

Birmingham, AL 352030115

Attention: Robert Newbill

The parties agree as follows:

1. Scope of Project
  - a. CCS agrees to provide the following:
    1. An eight (8) hour training course titled "Lead-based Paint Safety for Renovation, Repair, and Painting" on July 1, 2010 at 716 Richard Arrington Jr. Blvd. North, Suite A420, Birmingham, Alabama. One hour will be allowed for lunch and breaks will be taken at the discretion of the instructor. Certificates of training will be provided to Client for each student who successfully attends at least 90% of the training course and passes (70% or higher) the closed book exam at the end of the course.
    2. Instruction and instructional materials necessary to provide the training course for a total of up to 20 students.
  - b. The Client agrees to provide:
    1. Up to 20 students;
    2. The training location at 716 Richard Arrington Jr. Blvd. North, Suite A420, Birmingham, Alabama 35203;
    3. Sufficient space at the training location with adequate furnishings (i.e., tables, chairs, lighting, AC outlets, climate control);
    4. Access to the training location and classroom one hour before class start time on July 1, 2010 for setup of equipment;
- and,
5. Access to a door and a window during the class for part of the hands-on exercises of the class.



2. Fees For Services

a. Client agrees to pay CCS for services rendered a fee equal to the total of the following:

1. Total Training Costs of \$ 3,600.00 for up to 20 students. Class size is limited to no more than 20 students.

2. If the client cancels this training agreement within 14 days of the training date of July 1, 2010, client agrees to pay a cancellation fee of 25% of the \$3,600.00 training cost, which would be a cancellation fee of \$900.00.

b. At any time, Client and CCS can reschedule this training to within 90 days of training date (July 1, 2010) if both parties agree to do so (for example, due to inclement weather or instructor sickness, etc.).

Payment of any fees will be due within 30 days of receipt of invoice.

3. Period of Performance

The training will be conducted July 1, 2010 from 8:00 a.m. to 5:00 p.m.

4. General Terms and Conditions

a. The representative of Client, in signing this agreement, warrants that he/she has the authority to sign for the Client.

b. The representative of University, in signing this agreement, warrants that he/she has the authority to sign for the University and does not assume any personal liability for compliance with the terms and conditions of this agreement.

c. The parties agree that this written agreement constitutes the entire agreement between the parties and neither party is responsible for terms or conditions not contained in this agreement. Any significant changes, additions or deletions to this agreement must be made in writing and signed by the parties.

d. Any claim against University under the terms and conditions of this agreement must be made through the Alabama State Board of Adjustment.

e. This agreement shall be construed in accordance with the laws of the State of Alabama.

f. The attachments to this agreement are hereby made an integral part hereof as if fully set forth herein.

g. The titles and headings to the various sections of this agreement are for convenience only and shall not affect the validity, interpretation or construction of the provisions of this agreement.

IN WITNESS WHEREOF, The parties have caused this agreement to be executed by their duly authorized representatives as follows:

Service Provider: THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

Reba Essary

Associate Vice President for Finance

Client: JEFFERSON COUNTY OFFICE OF COMMUNITY AND ECONOMIC DEVELOPMENT

Bettye Fine Collins

President, Jefferson County Commission

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

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Jun-15-2010-525

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins is hereby authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and City of Gardendale for the Gardendale New Castle Park Project (CD09-03-UM04-GNP). There is \$200,000 in federal CDBG funds allocated to this project. This project is from the 2009 program year.

AGREEMENT BETWEEN JEFFERSON COUNTY, ALABAMA

AND

CITY OF GARDENDALE, ALABAMA

CD09-03-FUM04-GNP

PART 1: PROJECT CONTRACT AGREEMENT

This Agreement is entered into this day of , by and between Jefferson County, Alabama, which will be represented by its Office of Community Development, hereinafter called the COUNTY, and the City of Gardendale, Alabama, hereinafter called the CITY.

WHEREAS, the COUNTY and the CITY desire to enter into an Agreement that provides for the park improvements as associated with the Gardendale New Castle Park Project through the use of Federal Community Development Block Grant funds, and hereby agree as follows:

WITNESSETH:

FIRST: The COUNTY agrees to have constructed based upon the lowest and best responsive bid, certain improvements as detailed in the design plans and construction documents as developed by the Engineering firm to be hired by the COUNTY.

SECOND: It is agreed that the COUNTY shall conduct a fair and competitive bidding program in accordance with the 411650, 1975 Code of Alabama, and shall select a competent Contractor to construct the improvements specified at Paragraph FIRST. The COUNTY further agrees to incur all costs related to advertisement of competitive bids. The COUNTY reserves the right to accept or reject any and all bids, or to modify the scope of work.

THIRD: It is agreed that any project activities undertaken under the provisions of this Agreement may be suspended or terminated by the COUNTY if the CITY refuses to accept any additional conditions that may be imposed by HUD at any time, or if the grant to the COUNTY under Title I of the Housing and Community Development Act of 1974 is suspended or terminated. It is also agreed that if the CITY shall fail to fulfill its obligations under this Contract in a timely and proper manner, or if the CITY shall violate any of the covenants, agreements, or stipulations of this Contract; the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to the CITY of such termination and specifying the effective date of such termination.

FOURTH: The CITY shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment, or novation), without the prior written consent of the COUNTY thereto for the duration of this contract which expires five (5) years after the approved date that Jefferson County ceases to function as an entitlement under the U.S. Department of Housing and Urban Development.

FIFTH: The CITY shall certify in writing to the COUNTY, final acceptance of the job. The ownership of the improvements made under this Agreement shall at all times be with the CITY its successors and assigns; furthermore, all maintenance of said improvements shall also be with the CITY its successors and assigns. The CITY agrees to maintain the improvements constructed at a level equal to that of other areas of the CITY and use the improvements as a park until the expiration of this contract as stated in paragraph FOURTH. Failure to utilize the improvements as a park will be an automatic breach of this agreement and the CITY shall reimburse the COUNTY for all improvement costs. This stipulation is to expire upon the termination of this contract as stated in paragraph FOURTH.

SIXTH: The CITY gives assurance that no person shall be excluded from participation in or denied the benefits of this project, on the ground of race, color, religion, sex, national origin, age, disability or veteran status.

SEVENTH: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

EIGHTH: The CITY agrees to indemnify, hold harmless, and defend the COUNTY, from and against any and all liability from loss, damage or expenses which the COUNTY, may suffer or for which the COUNTY may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed by the CITY under this Agreement. Provided, however, this Paragraph SEVENTH shall not be interpreted to require the CITY to indemnify, hold harmless, and defend the COUNTY from any such injury, damage, or death caused by any negligence or breach of contract of or by the COUNTY.

NINTH: If the Agreement is terminated by the COUNTY as provided herein, the CITY shall have no claim of payment or claim of benefit for any project activities undertaken under this Agreement, which according to the original plans and specifications has been dropped or suspended.

TENTH: The CITY agrees that any and all questions, comments, or other communication, concerning the contractor or the engineer, whether written or oral, related to the progress of work, the quality of work, the scope of work, or other aspects of the construction or design phases, will be directed to the COUNTY specifically the Office of Community Development.

ELEVENTH: Part II of this Agreement is attached hereto and incorporated by reference into this agreement.(on file in the Office of Community & Economic Development)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement on the date written above.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

CITY OF GARDENDALE, ALABAMA

Othell Phillips, Mayor

ATTEST:

ATTEST:

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

Humphryes, Carns and Collins.

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Jun-15-2010-526

WHEREAS, Athena, The Training Professionals desires to provide occupational training to Adult participants; and  
WHEREAS, the agreement is for the period July 1, 2010 through June 30, 2011.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Athena, The Training Professionals for Program Year 2010.

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

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Jun-15-2010-527

WHEREAS, Athena The Training Professionals desires to provide occupational training to Dislocated Worker participants; and  
WHEREAS, the agreement is for the period July 1, 2010 through June 30, 2011.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Athena The Training Professionals for Program Year 2010.

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

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Jun-15-2010-528

WHEREAS, Construction Education Foundation of Alabama desires to provide occupational training to Adult participants; and  
WHEREAS, the agreement is for the period July 1, 2010 through June 30, 2011.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Construction Education Foundation of Alabama for Program Year 2010.

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

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Jun-15-2010-529

WHEREAS, Construction Education Foundation of Alabama desires to provide occupational training to Dislocated Worker participants; and

WHEREAS, the agreement is for the period July 1, 2010 through June 30, 2011.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Construction Education Foundation of Alabama for Program Year 2010.

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

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Jun-15-2010-530

WHEREAS, Lawson State Community College desires to provide occupational training to Adult participants; and  
WHEREAS, the agreement is for the period July 1, 2010 through June 30, 2011.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Lawson State Community College for Program Year 2010.

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

Jun-15-2010-531

WHEREAS, Lawson State Community College desires to provide occupational training to Dislocated Worker participants; and  
WHEREAS, the agreement is for the period July 1, 2010 through June 30, 2011.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Lawson State Community College for Program Year 2010.

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

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Jun-15-2010-532

WHEREAS, Virginia College desires to provide occupational training to Adult participants; and  
WHEREAS, the agreement is for the period July 1, 2010 through June 30, 2011.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Virginia College for Program Year 2010.

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

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Jun-15-2010-533

WHEREAS, Virginia College desires to provide occupational training to Dislocated Worker participants; and  
WHEREAS, the agreement is for the period July 1, 2010 through June 30, 2011.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Virginia College for Program Year 2010.

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

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Jun-15-2010-534

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following License Agreement between Jefferson County, Alabama and First Databank, Inc. to provide annual software support for data bank of medical, pharmaceutical and nutritional information for Cooper Green Mercy Hospital beginning June 1, 2010 and ending May 31, 2011 in the amount of \$19,760.

FIRST DATABANK AND COOPER GREEN HOSPITAL  
LICENSE AGREEMENT

This LICENSE AGREEMENT made and entered into at South San Francisco, California as of the Effective Date noted on Exhibit 1 (attached and made a part hereof) between FIRST DATABANK, INC., with offices at 701 Gateway Boulevard, Suite 600, South San Francisco, California 94080 ("First DataBank"), and LICENSEE identified in Exhibit 1 (on file in the Minute Clerk's office).

WHEREAS:

1. First DataBank owns or is a Licensee of, and licenses or sub-licenses various copyrighted databases of medical, pharmaceutical and nutritional information, and periodic updates thereto ("Databases"), related access software products ("Toolkits") and user manuals ("Manuals") referred to collectively, as the "FDB Knowledge Bases";
2. Licensee desires to obtain the use of one or more of the FDB Knowledge Bases with the Licensee's electronic information system or other computer system (the "System") as described in the Declaration of Use (Exhibit 1);
3. Subject to the terms and conditions of this Agreement, First DataBank is willing to grant to Licensee a nonexclusive license or sub-license to use the FDB Knowledge Bases indicated in Exhibit 1.

NOW, THEREFORE, in consideration of the premises and of the covenants and Agreements hereinafter set forth, it is agreed as follows:

1. DEFINITIONS OF CERTAIN TERMS. As used in this Agreement:

- a) "Licensed Products" means those FDB Knowledge Bases indicated in Exhibit 1 as being licensed to Licensee;
- b) "Effective Date" is the date stated in Exhibit 1 and is the Effective Date of this Agreement;
- c) "Fee Term" means the twelvemonth period beginning on the Effective Date and each successive twelvemonth period;
- d) "Territory" means the United States of America and its territories and possessions.

2. LICENSE. Subject to the terms and conditions of this Agreement, First DataBank grants and Licensee accepts the following limited, nontransferable and nonexclusive license or sub-license:

- a) To use the Licensed Products solely for its business operations in the Territory, as defined in Exhibit 1 during the term of this Agreement;
- b) To the extent Exhibit 1 permits bundling of any or all of the Licensed Products, Licensee agrees to add substantial value to the Licensed Products contained in the bundle;
- c) Licensee shall have no right to use the Licensed Products on behalf of any third party, on a service bureau basis or otherwise unless (i) such services are specifically permitted in Exhibit 1, and (ii) such third party has entered into a license Agreement with Licensee or First DataBank and First DataBank has been paid the required license fee;
- d) Under no circumstances shall Licensee use the Licensed Products, or any portion thereof, to develop a competitive product, regardless of what is set forth in Exhibit 1;
- e) Licensee shall obtain no implied license rights to the Licensed Products. Any rights not expressly granted to Licensee in this Agreement shall be retained by First DataBank;
- f) Although some tangible objects may be delivered to Licensee pursuant to this Agreement, title to such objects shall not pass to Licensee, and this Agreement is not for the sale of goods. The Licensed Products shall be delivered to Licensee within twenty (20) working days from whichever is later, the date this License Agreement is executed or the Effective Date on the Exhibit 1. Updates thereto shall be delivered with the frequency and in the format indicated in Exhibit 1;
- g) Licensee will not alter, amend, modify, or change in any respect, any of the Licensed Products unless authorized to do so by First DataBank. Without limiting the foregoing, Licensee shall have no right to use, modify, reproduce or distribute the Licensed Products, nor the right to license third parties to exercise any rights with regard to the Licensed Products other than as permitted in Exhibit 1.

3. TERM AND TERMINATION.

- a) This Agreement and license shall continue for a term of three (3) years from the Effective Date and thereafter may renew for successive three (3) year periods at each renewal date at the then effective renewal rate in accordance with 3.b, below;
- b) At least sixty (60) days before the end of any term, First DataBank shall send to Licensee written notice of the applicable renewal rate. At least thirty (30) days prior to the end of the term, First DataBank must receive from Licensee written notice of acceptance of renewal for the next term. If Licensee fails to give such written notice of acceptance, then the delivery and use of the Licensed Products will be discontinued as of the end of the current term that is in effect. Either party may also give notice of nonrenewal in its sole and absolute discretion, without cause and without stating any reason therefore, by sending the other party written notice of nonrenewal at least thirty (30) days prior to the end of the term then in effect.
- c) Either party may terminate this license on thirty (30) days written notice, if the other party has materially breached any provision of this Agreement, and such breach has not been cured within such thirty (30) day period;
- d) Upon termination of this Agreement, Licensee shall immediately cease use of the Licensed Products, and shall take such steps as are necessary to prohibit further use of the Licensed Products within Licensee's System and shall furnish First DataBank a written description of the steps so taken. Termination of this Agreement shall automatically terminate all sublicenses of the Licensed Products granted by Licensee. Within thirty (30) days of termination, Licensee shall return to First DataBank all copies or duplicates thereof of the Licensed Products.

4. PAYMENT OF LICENSE FEES. In consideration of the grant of the license, Licensee agrees to pay the Fees ("License Fees") listed in

Exhibit 1. Licensee's obligation to pay License Fees for periods preceding termination will survive termination of this Agreement.

5. IMPLEMENTATION. Licensee assumes all responsibility to program or obtain compatible software for use of the Databases. All programming shall be done in accordance with specifications included in Database Manuals and supplements and other documentation provided by First DataBank. Licensee agrees that when programmed, the System shall display Copyright Notices, Disclaimers, and Expiration Dates as specified in individual Database and Licensed Product Manuals.

6. COVENANTS OF LICENSEE. Licensee hereby agrees with First DataBank as follows:

a) In the event that First DataBank grants Licensee permission to modify any of the Licensed Products, then Licensee assumes all liability for such modified Licensed Products. Licensee hereby acknowledges and agrees that First DataBank disclaims all warranties, express and implied, regarding any Licensee-modified Licensed Products. Further, Licensee hereby agrees to defend, indemnify, and hold First DataBank harmless from any third party claim arising from such Licensee-modified Licensed Products to the extent that such claim would not have existed but for Licensee's modification of the Licensed Products.

b) Licensee will not use the name of First DataBank, Inc. or "First DataBank", the names of any of the First DataBank Knowledge Bases, or any trademark owned by or licensed to First DataBank, except as authorized in writing;

c) Licensee shall reimburse First DataBank at First DataBank's direct cost for all shipping and delivery; and for all First DataBank originated magnetic media received by Licensee from First DataBank;

d) Licensee will pay all taxes, however designated, including sales and use taxes and state and local privilege or excise taxes arising out of this Agreement and the transaction contemplated hereby;

e) That as long as this Agreement is in effect, and for a one (1) year period thereafter, Licensee shall maintain complete records with respect to the use of the Licensed Products, and the number and type of end user sites, if any. During normal business hours, at reasonable intervals but no more often than quarterly, and upon reasonable notice, First DataBank or its designated representative may audit and review those records necessary to confirm that the fees paid to First DataBank are correct and that Licensee has complied with all of the terms of this Agreement, including but not limited to, the Declaration of Use and Fee and Payment Schedule set forth in Exhibit 1;

f) USAGE. Licensee shall use the Licensed Products solely for Licensee's business purposes in the Territory as described in Exhibit 1, "Declaration of Use". Licensee may not, without the prior written consent of First DataBank, transmit the Licensed Products to other data processing systems or units that are "online" with Licensee's data processing unit, or use the Licensed Products, or any data derived from the Licensed Products in a computer service business, network, timesharing, multiple CPU, or multiple user arrangements including the Internet and Intranets, except as, if applicable, explicitly identified in Exhibit 1. Licensee shall not copy, reproduce, store in a retrieval system, sell, assign, pledge, sublicense, convey, transfer, redistribute, transmit, grant other rights in, or permit any unauthorized use of the Licensed Products, or any of them, in any form or by any media (electronic, mechanical, photocopy, recording, or otherwise), on either a permanent or temporary basis to any third party except as authorized in Exhibit 1. Licensee may use an outside Data Recovery Center in the Territory provided First DataBank is notified in writing within thirty (30) days of such location. In such case, the terms of this Agreement shall be fully applicable.

g) Licensee hereby covenants and agrees to indemnify and hold First DataBank harmless from and against any liability, loss, injury or expense (including reasonable attorneys' fees and court costs) imposed upon, incurred or suffered by First DataBank by reason of Licensee's negligence.

h) Licensee acknowledges and agrees that the covenants and Agreements made in this Paragraph 6 are made for the benefit of First DataBank and shall survive the termination of this Agreement. In the event of any breach by Licensee of the terms of this Agreement, in addition to other relief to which First DataBank shall be entitled, First DataBank shall be entitled to terminate this License.

7. CONFIDENTIALITY:

a) In connection with their obligations under and pursuant to this Agreement, each of the parties hereto may disclose to the other Confidential Information (as defined herein);

b) Disclosing Party means a party that discloses Confidential Information pursuant hereto and "Receiving Party" means a party that receives Confidential Information pursuant hereto;

c) The term "Confidential Information" shall mean information or data, including without limitation, computer programs, software, code, algorithms, names and expertise of employees and consultants, knowhow, formulas, processes, ideas, inventions (whether patentable or not), trade secrets, schematics and other technical business and customer information, financial and product development plans, forecasts and strategies, furnished by the Disclosing Party to the Receiving Party (whether before or after the date hereof) and all analyses, compilations, forecasts, studies or other documents prepared by the Receiving Party which contain or reflect any such information. Without limiting the foregoing, the term "Confidential Information" shall include the Licensed Products and the terms of this Agreement. "Confidential Information" may include information disclosed orally and information saved in digital or analog form, in electronic or magnetic mediums and on film or tape. The term "Confidential Information" will not, however, include information which: (i) is or becomes available to the Receiving Party on a nonconfidential basis from a source (other than the Disclosing Party) which, to the knowledge of the Receiving Party, is

not prohibited from disclosing such information to the Receiving Party by a legal, contractual or fiduciary obligation; (ii) was known by the Receiving Party, as evidenced by its written records, prior to receipt from the Disclosing Party; or, (iii) is independently developed by the Receiving Party without use of any Confidential Information;

d) Each Party: (i) will keep the Confidential Information confidential and will not (except as permitted by this Agreement or required by legal process, and only after compliance with the paragraph below) without the prior written consent of the other Party, disclose any Confidential Information in any manner whatsoever; and, (ii) will not use any Confidential Information other than in connection with this Agreement, provided, however, that the Receiving Party may reveal the Confidential Information to its affiliates, controlling persons, employees, representatives and agents that have a need to know such Confidential Information to further the permitted use thereof, as long as said affiliates, controlling persons, employees, representatives and agents are informed by the Receiving Party of the confidential nature of the Confidential Information and agree to act in accordance with the terms of this Agreement. Each Party will cause its affiliates, controlling persons, employees, representatives and agents to observe the terms of this Agreement, and will be liable for any breach of this Agreement by any of its affiliates, controlling persons, employees, representatives and agents;

e) In the event that the Receiving Party is requested pursuant to, or required by, applicable law, regulation or legal process to disclose any of the Confidential Information, the Receiving Party will notify the Disclosing Party promptly (and in any event in advance of providing Confidential Information) so that the Disclosing Party may seek a protective order or other appropriate remedy (and the Receiving Party will consult with the Disclosing Party with respect to taking steps to resist or narrow the scope of any such request or legal process) or, in the sole discretion of the Disclosing Party, waive compliance with the terms of this Agreement. In the event that no such protective order or other remedy is obtained, or that the Disclosing Party waives compliance with the terms of this Agreement, the Receiving Party will furnish only that portion of the Confidential Information which it is advised by the Receiving Party's counsel is legally required and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

8. PROPRIETARY RIGHTS INDEMNIFICATION. First DataBank shall hold harmless and defend Licensee against suits based solely on a claim by a third party that the use of Licensed Products by Licensee under this Agreement infringes on any patent, copyright, trademark, or other property right in the Territory, provided that Licensee gives First DataBank prompt written notice of such suits and permits First DataBank to control the defense thereof.

9. DISCLAIMERS.

a) Licensee shall inspect and test Licensed Products upon receipt thereof. The Licensed Products are deemed proper and correct unless, within ten (10) working days after receipt thereof, Licensee provides First DataBank with written notice and documentation of any error in the Licensed Products;

b) First DataBank has utilized reasonable care in collecting and reporting the information contained in the Licensed Products and has obtained such information from sources believed to be reliable. First DataBank, however, does not warrant the accuracy of codes, prices or other data contained in the Licensed Products. Information reflecting prices is not a quotation or offer to sell or purchase. The clinical information contained in the Licensed Products is intended as a supplement to, and not a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other healthcare professionals in patient care. The absence of a warning for a given drug or drug combination should not be construed to indicate that the drug or drug combination is safe, appropriate or effective in any given patient.

c) FIRST DATABANK MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OTHER THAN THOSE IN THIS LICENSE AGREEMENT, AND FURTHER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY OF THE DATA FROM WHICH THE LICENSED PRODUCTS ARE COMPILED, NOR THE COMPATIBILITY OF THE LICENSED PRODUCTS WITH LICENSEE'S HARDWARE AND SYSTEMS, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

d) IN NO EVENT SHALL FIRST DATABANK BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, RELIANCE, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF FIRST DATABANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

e) IN NO EVENT SHALL FIRST DATABANK'S LIABILITY EXCEED THE AMOUNT PAID TO IT BY LICENSEE FOR THE CURRENT FEE TERM OF THIS LICENSE AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION OR CLAIM, AND REGARDLESS OF WHETHER THE ACTION OR CLAIM IS BASED ON ANY ALLEGED ACT OR OMISSION OF FIRST DATABANK, INCLUDING BUT NOT LIMITED TO ANY ACTION BASED ON NEGLIGENCE, BREACH OF WARRANTY OR BREACH OF CONTRACT.

10. PROFESSIONAL RESPONSIBILITY. Licensee acknowledges that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services. Licensee takes full responsibility for the use of information provided by the Licensed Products in patient care and acknowledges that the use of the Licensed Products in no way is intended to replace or substitute for professional judgment. First DataBank does not assume any responsibility for actions of Licensee which may result in any liability or damages due to malpractice, failure to warn, negligence or any other basis. Licensee shall ensure that all healthcare professionals

using the Licensed Products are aware of the limitations of the use of the Licensed Products.

11. USE OF PATIENT EDUCATION. Licensee hereby agrees not to modify the Patient Education Knowledge Databases. If Licensee distributes the Patient Education Knowledge Database information, then Licensee agrees to distribute an unmodified version of the information from the Patient Education Knowledge Database for each applicable drug. Licensee further agrees to include the following disclaimer, or subsequent disclaimer language that may be provided by First DataBank, at the top of any patient education information material provided to patients from the Patient Education Knowledge Databases:

NOTE: This is a summary and does not contain all possible information about this product. For complete information about this product or your specific health needs, ask your healthcare professional. Always seek the advice of your healthcare professional if you have any questions about this product or your medical condition. This information is not intended as individual medical advice and does not substitute for the knowledge and judgment of your healthcare professional. This information does not contain any assurances that this product is safe, effective or appropriate for you.

12. ASSIGNMENT. This license and Licensee's rights hereunder may not be assigned or otherwise transferred, voluntarily or by operation of law. Any purported assignment of the rights or delegation of the duties under this Agreement by Licensee shall be void unless prior written consent is secured from First DataBank.

13. FORCE MAJEURE. Failure of First DataBank to perform or delay in the performance of First DataBank's obligations under this Agreement due to any cause or event not reasonably within First DataBank's control, including but not limited to casualty, labor disputes, failure of equipment, compliance with governmental authority, war, terrorism, or Act of God, shall not constitute a breach of this Agreement, and First DataBank's performance shall be excused during such period of delay.

14. NOTICES. Notices hereunder shall be delivered by hand, air courier express or certified mail with return receipt requested to the address of the Licensee identified on Exhibit 1, and shall be deemed delivered three (3) days after mailing.

15. CHOICE OF LAW; VENUE. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Alabama, as applied to Agreements entered into and to be performed entirely within Alabama between Alabama residents. The application of the United Nations Convention for Contracts for the International Sales of Goods is hereby expressly excluded.

16. ENTIRETY; AMENDMENTS. This Agreement, including all Exhibits hereto, constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all prior Agreements, proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. All amendments to this Agreement shall be in writing signed by both parties.

17. NO WAIVER. No term or provision hereof shall be deemed waived and no such breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by a party to, or waiver of a breach by the other, whether express or implied, shall not constitute a consent for, or waiver of, or excuse for any other different subsequent breach.

18. SEVERABILITY. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

19. Dispute Resolution Procedure. If at any time a controversy arises between the parties related to this Agreement, such question or controversy (the "Dispute") shall be finally settled pursuant to the expedited dispute resolution process as set out in this Section; provided, however, that none of the procedures set forth in this Section shall apply to any breach of the Confidentiality provisions of Section 7 of the Standard License Agreement. If either party believes a Dispute exists, it shall promptly give written notice of such Dispute to the other party, with reasonable detail concerning the nature and subject matter of the Dispute. For five (5) business days following such notice, the parties shall discuss whether they can mutually agree to a resolution of the Dispute. If the parties cannot resolve the Dispute within such five (5) business day period, either party may request in writing that the Dispute be referred to upper level management of the parties for further discussion for an additional five (5) business days.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the Effective Date on Exhibit 1.

FIRST DATABANK

James M. Schultz

Vice President, Finance

LICENSEE

COOPER GREEN HOSPITAL

Betty Fine Collins, President

Jefferson County Commission

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

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Jun-15-2010-535

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that a part of the public road known as Glenn Ireland Drive, more particularly described as: that approximately 800 feet of recorded right-of-way at the southerly end from it's intersection with Black Creek Road north to the city limits of Tarrant and located in Section 29, Township 16S, Range 2W, be and hereby is renamed Wildcat Way.

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

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Jun-15-2010-536

RESOLUTION TO ACCEPT GRANT FROM THE JEFFERSON COUNTY DEPARTMENT OF HEALTH

WHEREAS, United Way of Central Alabama, and not the Jefferson County Department of Health, will act as the financial administrator of the Communities Putting Prevention to Work grant and the associated contract to accept an amount not to exceed \$340,000 will be with United Way of Central Alabama. Therefor the previous Resolution to Accept Grant from the Jefferson County Department of Health adopted May 4, 2010 and located in Minute Book 159, Page 554 is hereby rescinded and this resolution adopted in its place.

WHEREAS, the Jefferson County Department of Health has been awarded \$6,285,057 from the Department of Health and Human Services and the Centers for Disease Control and Prevention to prevent obesity in Jefferson County through the Communities Putting Prevention to Work initiative, the purpose of which is to improve nutrition and physical activity with the goal of reducing obesity; and

WHEREAS, the improvement of the built environment will have a positive effect on nutrition and physical activity; and

WHEREAS, the Department of Land Planning and Development Services is a member of the Jefferson County Health Action Partnership, partnering with the Jefferson County Department of Health in their Communities Putting Prevention to Work grant; and

WHEREAS, the Department of Land Planning and Development Services plans to improve the built environment through the adoption of smart growth land use policies which will encourage mixed uses, walkable and bikeable neighborhoods, support of public transit, allowing appropriate farming activities, and including of parks, open space, and other recreational activities in developments; and

WHEREAS, the Department of Land Planning and Development Services applied for funds as a sub-grantee in the Jefferson County Department of Health's application to the Communities Putting Prevention to Work initiative (as administered by the United Way of Central Alabama), and will receive an award no greater than \$340,000 to apply toward the development of smart growth policies throughout Jefferson County to improve the built environment.

NOW, THEREFORE, BE IT RESOLVED, that the Jefferson County Commission does hereby accept the proposed grant and authorizes it to be made available to the Department of Land Planning and Development Services to use in developing smart growth policies to improve the built environment, and that:

1. The County Attorney shall review and approve the contract for said Grant.
2. The President of the Commission is authorized to execute the contract as a sub-grantee with United Way of Central Alabama, the administrator for said grant, and that the County will provide the services called for in said grant, the contract period being for no more than 2 years and in an amount not to exceed \$340,000.

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

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Jun-15-2010-537

WHEREAS, the applicant in rezoning case Z-2009-024, the Home Town Bank of Alabama, has submitted a request for reconsideration of the reversionary clause requested by the Jefferson County Commission in conjunction with the property's rezoning to C-1 (Commercial) for construction of a new branch facility and retail sales at 6815 Highway 79 in the Pinson area; and

WHEREAS, the Jefferson County Commission has recognized that recent economic conditions have adversely affected the ability of home builders and commercial ventures alike to initiate new construction projects in as timely a manner as they would like; and

WHEREAS, the County Commission has further recognized the Home Town Bank of Alabama still desires to development the subject property as presented in the original rezoning hearing held on May 22, 2007, and that said Bank expects to be able to initiate the construction process soon; and

WHEREAS, the County Commission believes the completed development will be of considerable economic benefit to the Pinson community, and will be an added convenience and shopping opportunity for the residents of that community; and

WHEREAS, the requested covenants have not yet been recorded by the owner of the property in question, thus allowing the Commission the option of reconsidering the covenant in question.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Commission does hereby authorize and direct the Director of the Department of Land Planning & Development Services to place Case Z-2009-024 on the agenda, for reconsideration of the reversionary clause, for the next available regular zoning hearing.

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

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Jun-15-2010-538

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by James William Abernathy, owner/operator, applicant; d/b/a Billy's Grocery located at 5528 Eastern Valley Road, McCalla, Alabama 35111 for an off-premise retail beer license, be and hereby is approved.

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

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Jun-15-2010-539

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by USHA Enterprises, LLC, Courtney Rohella, Member/Store Manager; d/b/a Vic's Quick Stop 2 located at 9225 Lock 17 Road, Adger, Alabama 35006 for an off-premise retail beer and wine license, be and hereby is approved.

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

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Jun-15-2010-540

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Convenience Store, Inc., Amin Issam, President/Store Manager, applicant; d/b/a Minor Convenience Store located at 1480 Minor Parkway, Birmingham, Alabama 35224 for the off-premise retail beer and wine license, be and hereby is approved.

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

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Jun-15-2010-541

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

Lemuel P. Hill, Sheriff's Office was granted a military leave of absence from May 1, 2010 to May 10, 2010, and the amount of

pension contributions due Lemuel P. Hill is \$58.94 plus the County matching contributions of \$658.94 for a total of \$117.88.

Michael A. Russell, Roads & Transportation was granted a military leave of absence from May 11, 2009 to May 10, 2010, and the amount of pension contributions due Michael A. Russell is \$1,718.58 plus the County matching contributions of \$1,718.58 for a total of \$3,437.16.

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

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Jun-15-2010-542

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request for compensation from Anne-Marie Adams, Circuit Clerk-Birmingham for serving as Absentee Elections Manager, for the Primary Election held on June 1, 2010, in the amount of \$9,200 (46 days @ \$200 per day), be and hereby is approved.

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

Jun-15-2010-543

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request fo compensation from Benny R. Watson, Circuit Clerk- Bessemer Division for serving as Absentee Elections Manager, for the Primary Election held on June1, 2010, in the amount of \$9,200 (46 days @ \$200 per day), be and hereby is approved.

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

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Jun-15-2010-544

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claims of the Alabama Department of Public Safety be denied .

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

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Jun-15-2010-545

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of Mr. Charles Ware in the amount of \$267.04 is hereby approved. Be it further resolved by the Jefferson County Commission that the Director of Finance is hereby directed to issue a check made payable to Mr. Charles Ware in the amount of \$267.04 and forward it to the County Attorney for disbursement.

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

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Jun-15-2010-546

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Miss Marina JimenezSantillan in the amount of \$230.00 is hereby approved. Be it further resolved by the Jefferson County Commission that the Director of Finance is hereby

directed to issue a check made payable to Miss Marina Jimenez-Santillan in the amount of \$230.00 and forward it to the County Attorney for disbursement.

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

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Jun-15-2010-547

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Mr. Glen Darnell Hale in the amount of \$309.05 is hereby approved. Be it further resolved by the Jefferson County Commission that the Director of Finance is hereby directed to issue a check made payable to Mr. Glen Darnell Hale in the amount of \$309.05 and forward it to the County Attorney for disbursement.

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

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Jun-15-2010-548

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Mr. Bob Whitley in the amount of \$6,136.80 is hereby approved. Be it further resolved by the Jefferson County Commission that the Director of Finance is hereby directed to issue a check made payable to Mr. Bob Whitley in the amount of \$6,136.80 and forward it to the County Attorney for disbursement.

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

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Jun-15-2010-549

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Margo Evans, Administratrix of the Estate of Michael Evans, Deceased for infliction of cruel and unusual punishment and failure to provide adequate medical care while incarcerated be denied .

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

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Jun-15-2010-550

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute a release of claims against Kipling Jones & Co. in consideration of full payment of the sum of Thirty Thousand Eight Hundred Eighty-Two and 50/100 (\$30,882.50) Dollars owed to Jefferson County.

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

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Jun-15-2010-551

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following

contract between Jefferson County, Alabama and National Center for Sports Safety. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and National Center for Sports Safety (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County recognizes that athletic, recreational and educational opportunities are valuable resources of the County; and

WHEREAS, the County recognizes the importance of stressing safety in youth sports, which 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, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$5,000 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Develop a pilot program for emergency medical technicians and certified athletic trainers on specific injuries that may happen on the playing field or court.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2010 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

National Center for Sports Safety

Matthew Thoms Lemak

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

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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 Alabama Veterans Memorial Foundation. (Non-Departmental)

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

W I T N E S S E T H:

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

WHEREAS, the County recognizes that foundations that provide in-depth knowledge of Alabama History and parks which honors the Alabama Veterans who paid the price for freedom and peace are educational 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, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$5,000 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Engrave the names of our fallen heroes in the Hall of Honor.

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, 2010 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

Alabama Veterans Memorial Foundation

Robert P. Mosca, Executive Director

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

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Jun-15-2010-553

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 Gardendale. (Non-Departmental)

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

WITNESSETH:

WHEREAS, the County 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 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, 2010 upon completion and execution of this contract.
2. The County shall pay to the Contractee a lump sum payment of \$5,000 upon completion and execution of this contract.
3. The Contractee shall provide the following services:
  - a. Provide parking area, helicopter pad, concrete walkways and a 4' concrete ring around the Veterans Memorial that would allow spaces for additional honor bricks behind the benches.

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, 2010 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope of Work of this agreement.
7. Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

City of Gardendale

Othell Phillips, Mayor

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

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Jun-15-2010-554

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

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

W I T N E S S E T H:

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

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

WHEREAS, the County Commission has determined 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, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$5,000 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Provide funds to adequately restore the football field at Shades Valley High School.

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, 2010 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

Jefferson County Board of Education

Dr. Phil Hammonds, Superintendent

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



Carns, Humphryes and Collins.

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Jun-15-2010-555

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Tarrant Board of Education (hereinafter called the "Contractee").

W I T N E S S E T H:

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

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

WHEREAS, the County Commission has determined 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, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$5,000 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Assist in raising the resources necessary to re-instate the spring athletic programs.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2010 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

Tarrant Board of Education

Dr. Martha Rissuto, Superintendent

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

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Jun-15-2010-556

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

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

W I T N E S S E T H:

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

WHEREAS, the County recognizes services aimed at providing artistic opportunities and cultural experiences through art to the citizens of Jefferson County and these individuals have a sense of accomplishment and self-worth, 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, 2010.
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 the enrichment of the art program.

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, 2010 whichever shall first occur.

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

The Exceptional Foundation

Tricia Kirk, Executive Director

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

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Jun-15-2010-557

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

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

W I T N E S S E T H:

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

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

WHEREAS, the County Commission has determined that it is in 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, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$250.00 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Present in-depth programs that will acquaint area high school sophomores and juniors with community needs, opportunities, problems and resources and allow interaction with community leaders and decision makers through the Youth Leadership Forum of Birmingham.

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

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2010 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  
Leadership Birmingham - Youth Leadership Forum of Birmingham  
Barbara L. Blair, Executive Director

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

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Commissioner Collins stated that the meeting of the Jefferson County Commission would recess for five minutes to be reconvened for hearing of rezoning cases.

The Commission reconvened with the following members present:

District 3 Bobby Humphryes  
District 4 Betty Fine Collins  
District 5 Jim Carns

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

Jun-15-2010-558

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

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

WHEREAS, this County Commission did hold such public hearing, as advertised, in the Jefferson County Courthouse, Birmingham, Alabama for the purpose of entertaining a public discussion of the amendment at which parties in interest and citizens were afforded an opportunity to voice their approval or raise objections, and

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

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

The following case was approved for RECONSIDERATION of the REVERSION DATE at the Jefferson County Commission June 15, 2010, regular session:

Z-2009-024 The Hometown Bank of Alabama & Rudd Development, LLC, owners; Frank E. Humber, agent. Renewal of change of zoning on Parcel ID# 9-30-2-0-40, 41 & 42 Lots 1, 2 & 3, Survey of Rudd Corners in Section 30 Twp 15 Range 1 West from A-1 (Agriculture) to C-1 (Commercial) for an additional two (2) years for a bank and retail sales. (Site Only: 6815 Highway 79, Pinson, AL 35126) (PINSON) (7.7 Acres M/L) (Z-07-014 reverted 5/22/2009)

On June 16, 2009, this case was tentatively APPROVED WITH COVENANTS as follows:

1. this property shall be developed in substantial conformance to the submitted site plan, with any future development subject to prior approval by the Planning & Zoning Commission. 2. a right turn lane from Highway 79 (as approved by the Alabama Department of Transportation) shall be provided; 3. a left turn lane and/or right turn lane may be required on Rudd School Road, at the discretion of the Director of the Jefferson County Department of Roads and Transportation; and, 4. the zoning of this property shall revert back to its original zoning, A-1 (Agriculture), if development is not implemented within one (1) year. This means there must be some kind of substantive permanent physical improvement installed on/in the property, in accordance with plans approved by all appropriate departments and agencies, by the end of the day **June 16, 2011**. If not, the property will automatically revert; the proposed development will no longer be a permitted use; and a re-rezoning of the property will be necessary before any further work can be done on the development in question, **as no further extensions shall be considered for this property**. Also, please note that simply having approved plans, a building permit, clearing the site of vegetation or even performing excavation on the property does not satisfy this requirement: there must be actual construction underway on the site.

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that Z-201009-024 be approved subject to filing of covenants. Voting "Aye" Humphryes, Carns and Collins.

Z-2010-005 United States Steel Corporation, owner; Keith Madison, agent. Change of zoning on Parcel ID#s 37-20-0-0-1 and part of 2 in Section 20 Twp 19 Range 5 West from I-3 (Industrial) to I-3(S) (Strip Mining) for strip mining. (Case Only: 4709 Blue Creek Road, Adger, AL 35006) (ADGER) (97.4 Acres M/L)

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that Z-2010-005 be approved. Voting "Aye" Humphryes, Carns and Collins.

Z-2010-006 Danny F. Davis, owner; James H. Edwards, agent. Change of zoning on Parcel ID# 33-29-0-0-part of 3 in Section 29 Twp 18 Range 7 West from I-3 (Industrial) to INST-2 (Institutional) for a fire station. (Case Only: 13316 Lock 17 Road, Adger, AL 35006) (PROVIDENCE) (0.8 Acres M/L)

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that Z-2010-006 be approved. Voting "Aye" Humphryes, Carns and Collins.

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Thereupon the Commission Meeting was adjourned to meet Tuesday, June 22, 2010 at 10:00 a.m. in Commission Chambers.

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President

ATTEST:

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Minute Clerk