

STATE OF ALABAMA)

JEFFERSON COUNTY) June 22, 2010

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

District 2 Shelia Smoot

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the Minutes of June 15, 2010, be approved. Voting AAYe@ Carns, Smoot, Collins and Humphryes.

Jun-22-2010-559

APromise me you ll always remember: you=re braver than you believe and stronger than you seem, and smarter than you think.@ Christopher Robin to Pooh

WHEREAS, it is the policy of the Jefferson County Commission to recognize achievements in those individuals who have impacted our community for the better; and

Whereas, on a cool rainy April morning in the year Two Thousand and Ten, Faye Cooper of Providence, Alabama headed out to her garage for an outing when she slipped and fell; and

Whereas, Mrs. Cooper with only her car keys in hand, lay helplessly for over an hour and half, pressing the horn button on her keys in between crying out Asomeone please help me@; and

Whereas, from about a half mile down the road, Mrs. Cooper=s cry was heard by a four year old boy named Teddy Nelson, while playing in his yard; and

Whereas, the brave young boy Teddy ran inside his home and reported to his father that could hear a lady calling for help; and

WHEREAS, Mr. Nelson and his older son Jacob set out to look for the lady in distress; and

Whereas, it was the heroic efforts of young Teddy Nelson that lead to Mrs. Cooper=s rescue that day.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Commission in Birmingham, Alabama does hereby recognize Teddy Nelson for his heroic and courageous actions.

Signed by the Jefferson County Commission in Birmingham, Alabama, on this date the 22nd day of June, 2010.

Bettye Fine Collins, President

Jim Carns, Commissioner

Bobby Humphryes, Commissioner

Shelia Smoot, Commissioner

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

Jun-22-2010-560

Whereas, Martin Bear, a junior at Gardendale High School was elected by his fellow delegates as Lt. Governor of the 73rd annual Alabama Boys State and will represent the State of Alabama in July at Boys Nation in Washington, D. C.; and

Whereas, Martin lives in Gardendale with his parents Lee and Beverly Bear and his sister, Lexie; and

Whereas, Martin is faithful to and active in his church, the Fieldstown Church of God. He is on the worship team and plays drums in the band. He has spent many volunteer hours as a group leader at summer camp and Vacation Bible Schools and he works with Hard Hat

Ministries, a volunteer service group that supplies labor for painting and building projects for those in need; and

Whereas, Martin serves as a volunteer at the local library and last summer he played the part of Caleb in the Gardendale Arts Council=s production of *Seven Brides for Seven Brothers*; and

Whereas, Martin has numerous awards and honors. Among them are: Member of the Student Council; on the Debate and Scholars Bowl teams; member of the National Honor Society and will serve as President his senior year; semi-finalist in the Ayn Rand Institute Essay Contest; competed at Beville State College=s 2010 Torch Invitational in the speech category; and

Whereas, this past summer Martin received a scholarship to and did attend three weeks of Computer Science Camp at UAB. At the Boys State Graduation Ceremony, Martin received the Auburn University Leadership Scholarship and the University of Alabama Boys State Scholarship. These two scholarships total \$7,000.00; and

Whereas, Martin is looking forward to his senior year and to furthering his education here in Alabama where his goal is to become a Chiropractor.

Now, therefore, be it resolved, by the Jefferson County Commission that Martin Bear be recognized and congratulated for his outstanding accomplishments, his hard work and positive leadership.

Adopted by the Jefferson County Commission in Birmingham, Alabama. A copy of this Resolution is spread upon the minutes of the Jefferson County Commission on this the 22nd day of June, 2010.

Betty Fine Collins, President
Jim Carns, Commissioner
Bobby Humphries, Commissioner
Shelia Smoot, Commissioner

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

STAFF DEVELOPMENT

Individual Staff Development

S. J. Rhodes	Probate Court	Orange Beach, Alabama Alabama Probate Judges Assn. June 20-23, 2010 Registration & mileage only - lodging & per diem approved June 1, 2010	\$571.94
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Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the Staff Development be approved. Voting "Aye" Smoot, Humphries, Carns and Collins.

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

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

1. GENERAL SERVICES FROM J. BRANDT RECOGNITION, FT. WORTH, TX, RECOMMENDATION TO AWARD CONTRACT FOR SERVICE PINS FOR THE PERIOD OF 6/14/ 10 TO 6/13/11. REFERENCE BID # 132-10\$37,000.00 TOTAL
2. EMERGENCY MANAGEMENT AGENCY (EMA) FROM GOLDEN ENGINEERING INCORPORATED, CENTERVILLE, IN, FOR 09HSG JCSO XRS3 X-RAY KIT. SAP PURCHASE ORDER # 2000043639 \$10,842.00 TOTAL
3. COMMUNITY DEVELOPMENT FROM ACOFF CONSTRUCTION COMPANY INCORPORATED, BESSEMER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HOUSING REHABILITATION FOR CYNTHIA CALDWELL. SAP PURCHASE ORDER # 2000040605 \$1,780.00 TOTAL REFERENCE BID # 117-08
4. COMMUNITY DEVELOPMENT FRO S & W CONSTRUCTION, LLC, REMLAP, AL, CHANGE ORDERS TO ADD FUNDS TO

DISTRICT 4	1001088	MICHAEL HUMBER	REIMB MILEAGE-M. HUMBER 4/14-5/27	REVENUE	146.61	1900039653
DISTRICT 4	1001855	WILEY E SToudenMIRE	REIMB. MILEAGE-W. SToudenMIRE 5/14-5/28	REVENUE	44.55	1900039650
DISTRICT 4	1002559	ALLIANCE COMMITY CENTER	ELECTION CLEAN UP	GEN SVCS: ELECTIONS	40.00	1900039781
DISTRICT 4	1003093	DAVID GARRISON	ELECTION CLEAN UP	GEN SVCS: ELECTIONS	40.00	1900039782
DISTRICT 4	1003872	JAMES H MURRAY	ELECTION CLEAN UP	GEN SVCS: ELECTIONS	40.00	1900039783
DISTRICT 4	1020838	RHEA BETHUNE	ELECTION CLEAN UP	GEN SVCS: ELECTIONS	40.00	1900039865
DISTRICT 4	1025862	SANDI TRACY	RESIDENT REFUND	CO HOME: BUSINESS OFFICE	2,518.63	1900039913
*DISTRICT 4					6,058.49	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GLOVES; TIE DOWNS	ES: CONSTRUCT SEWER LINE	84.88	1900038273
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARTS	ES: VALLEY CREEK WWTP	311.85	1900039646
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INK CARTRIDGES FOR COMPUTER IN OFFICE	ES: TURKEY CREEK WWTP	61.98	1900038302
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOUGHT OIL FOR LAWNMOWERS	ES: LEEDS WWTP	9.68	1900039811
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOUGHT NEW CHAIN FOR CHAINSAW	ES: LEEDS WWTP	22.96	1900039812
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SEAL KITS & FILTERS; HAND TOOLS; BELTS	ES: VALLEY CREEK WWTP	607.46	1900039946
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PRINTER CARTRIDGES; KEYS; VALVES; TAPE; BOLTS	ES: CAHABA RIVER WWTP	89.31	1900039947
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARTS	ES: PACKAGE WWTP & PUMP STA	184.61	1900039939
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PIPE FITTINGS, BOLTS	ES: TURKEY CREEK WWTP	246.30	1900039784
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PIES & DRINKS FOR SUPERVISORS MEETING	ES: VALLEY CREEK WWTP	245.50	1900039933
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARTS	ES: PACKAGE WWTP & PUMP STA	156.53	1900039932
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HARDWARE	ES: VILLAGE MAINT SHOP	396.17	1900039948
*DISTRICT 5					2,417.23	
JOINT RESPON	1000193	JEFFERSON CO TREASURER	MILEAGE REIMBURSEMENT	PER BD: TESTING	117.05	1900038134
JOINT RESPON	1000193	JEFFERSON CO TREASURER	NOTARY PUBLIC BOND	TAX COLLECTOR-BIRMINGHAM	68.00	1900039943
JOINT RESPON	1000194	GENERAL RETIREMENT SYS	MONICA D. RICE-MILITARY CONVERSION	PROBATE COURT	2,946.34	1900039936
JOINT RESPON	1000194	GENERAL RETIREMENT SYS	JONATHAN B. LOWE - MILITARY CONVERSION	SHER CORRECT-BIRMINGHAM	507.96	1900039857
JOINT RESPON	1004348	CHERISH MURDOCK	ASSESSORREIM_MURDOCK_MARCH2010GRADASSMNT	PER BD: TESTING	135.53	1900039924
JOINT RESPON	1004490	CAMILLE THERIAQUE	ASSESSORREIM_THERIAQUE_MARCH2010GRADASSMNT	PER BD: TESTING	146.87	1900039926
JOINT RESPON	1005557	ANTHONY COLE	ASSESSORREIM_COLE_MARCH2010GRADASSMNT	PER BD: TESTING	221.39	1900039859
JOINT RESPON	1005567	ROBERT MCLEOD	ASSESSORREIM_MCLEOD_MARCH2010GRADASSMNT	PER BD: TESTING	276.30	1900039834
JOINT RESPON	1005863	WILLIAM ROWLEY	ASSESSORREIM_ROWLEY_MARCH2010GRADASSMNT	PER BD: TESTING	219.57	1900038182
JOINT RESPON	1020047	GINA YAEGER	ASSESSORREIM_YAEGER_MARCH2010GRADASSMNT	PER BD: TESTING	210.57	1900039832
JOINT RESPON	1024748	STEPHANIE BURTON	ASSESSORREIM_BURTON_MARCH2010GRADASSMNT	PER BD: TESTING	252.17	1900038184
JOINT RESPON	1024748	STEPHANIE BURTON	ASSESSORREIM_BURTON_MARCH2010GRADASSMNT	PER BD: TESTING	252.17	1900039858
JOINT RESPON	1024750	ERIC SHANE HOWEL L	ASSESSORREIM_HOWELL_MARCH2010GRADASSMNT	PER BD: TESTING	304.82	1900039864
JOINT RESPON	1024751	BENJAMIN JOYCE	ASSESSORREIM_JOYCE_MARCH2010GRADASSMNT	PER BD: TESTING	210.64	1900038187
JOINT RESPON	1024753	ODEN OLSON	ASSESSORREIM_OLSON_MARCH2010GRADASSMNT	PER BD: TESTING	181.21	1900038190
JOINT RESPON	1024753	ODEN OLSON	ASSESSORREIM_OLSON_MARCH2010GRADASSMNT	PER BD: TESTING	181.21	1900039841
JOINT RESPON	1025173	KAREN WILCOX	ASSESSORREIM_WILCOX_MARCH2010GRADASSMNT	PER BD: TESTING	449.00	1900039927
JOINT RESPON	1025240	LARRY ERVIN	ASSESSORREIM_ERVIN_MARCH2010GRADASSMNT	PER BD: TESTING	330.74	1900039860
JOINT RESPON	1025241	WILLIAM FOWLER	ASSESSORREIM_FOWLER_MARCH2010GRADASSMNT	PER BD: TESTING	297.53	1900039862
JOINT RESPON	1025242	TODD HOLLOWAY	ASSESSORREIM_HOLLOWAY_MARCH2010GRADASSMNT	PER BD: TESTING	240.83	1900039863
JOINT RESPON	1025243	FLOYD JONES	ASSESSORREIM_JONES_MARCH2010GRADASSMNT	PER BD: TESTING	125.00	1900039923
JOINT RESPON	1025250	CEDRIC PRYOR	ASSESSORREIM_PRYOR_MARCH2010GRADASSMNT	PER BD: TESTING	299.96	1900039925
JOINT RESPON	1025745	JUSTIN TUCKER	ASSESSORREIM_TUCKER_MARCH2010GRADASSMNT	PER BD: TESTING	332.36	1900039830
JOINT RESPON	1025780	ALYSIA BRANSFORD	ASSESSORREIM_BRANSFORD_MARCH2010GRADASSMNT	PER BD: TESTING	125.00	1900038183
*JOINT RESPON					8,432.22	
**					17,761.34	

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

Communication was read from Budget & Management recommending the following:

1. Environmental Services \$25,400

Add purchasing memorandum to purchase six root cutters and two sewer rod turning mowers. No Additional Funds Required.

2. Environmental Services \$6,502

Add purchasing memorandum to purchase a digital copier. No Additional Funds Required.

3. Cooper Green Mercy Hospital \$3,722.41

Shift funds and add purchasing memorandum to purchase office equipment. No Additional Funds Required.

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that the Budget Amendments be approved. Voting AAYe@ Humphryes, Smoot, Carns and Collnis.

Jun-22-2010-561

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be and hereby is authorized to execute agreements for the implementation of Infor EAM 8.4 Computerized Maintenance Management System software in the amount of \$110,208. These agreements (software license, software support, software services, order form, service work order and license conversion form) provide services for the installation and implementation of software for managing the maintenance and operation activities of the pump station and wastewater treatment plant divisions of the Environmental Services Department.

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

Jun-22-2010-562

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Finance Department for disposal and/or transfer of the following equipment, be and hereby is approved.

DISPOSALS:

TAX ASSESSOR-BESSEMER:

14000000645	PERSONAL COMPUTER	OBSOLETE/NO LONGER IN DEPARTMENT
14000000646	PERSONAL COMPUTER	OBSOLETE/NO LONGER IN DEPARTMENT
14000000647	PERSONAL COMPUTER	OBSOLETE/NO LONGER IN DEPARTMENT
14000000648	PERSONAL COMPUTER	OBSOLETE/NO LONGER IN DEPARTMENT
14000000649	PERSONAL COMPUTER	OBSOLETE/NO LONGER IN DEPARTMENT
14000000650	PERSONAL COMPUTER W/TAPE DRV	OBSOLETE/NO LONGER IN DEPARTMENT
14000000651	PERSONAL COMPUTER W/TAPE DRV	OBSOLETE/NO LONGER IN DEPARTMENT
14000000652	PERSONAL COMPUTER W/TAPE DRV	OBSOLETE/NO LONGER IN DEPARTMENT
14000000653	PERSONAL COMPUTER W/TAPE DRV	OBSOLETE/NO LONGER IN DEPARTMENT
14000000654	PERSONAL COMPUTER W/TAPE DRV	OBSOLETE/NO LONGER IN DEPARTMENT
14000000655	PERSONAL COMPUTER W/TAPE DRV	OBSOLETE/NO LONGER IN DEPARTMENT
14000000656	PERSONAL COMPUTER W/TAPE DRV	OBSOLETE/NO LONGER IN DEPARTMENT
14000000657	PERSONAL COMPUTER W/TAPE DRV	OBSOLETE/NO LONGER IN DEPARTMENT
14000001041	COMPUTER PORT	OBSOLETE/NO LONGER IN DEPARTMENT
140000002602	DELL OPTIPLEX 260 PC	OBSOLETE/NO LONGER IN DEPARTMENT
140000002603	DELL OPTIPLEX 260 PC	OBSOLETE/NO LONGER IN DEPARTMENT
140000002604	DELL OPTIPLEX 260 PC	OBSOLETE/NO LONGER IN DEPARTMENT
140000002641	C2 LASER PRINTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000002642	C2 LASER PRINTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000002643	C2 LASER PRINTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000002644	C2 LASER PRINTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000006012	DOT MATRIX PRINTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000006013	DOT MATRIX PRINTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000006014	DOT MATRIX PRINTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000006015	DOT MATRIX PRINTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000006016	DOT MATRIX PRINTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000006100	GIS PC COMPUTER W/MONITOR	OBSOLETE/NO LONGER IN DEPARTMENT
140000006116	GIS PC COMPUTER W/MONITOR	OBSOLETE/NO LONGER IN DEPARTMENT
160000004097	SEDAN 4 DR TAURUS 96 (A968601)	OBSOLETE/NO LONGER IN DEPARTMENT
140000004821	COPIER	OBSOLETE/NO LONGER IN DEPARTMENT
140000000658	HP LASERJET PRINTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000002104	XEROX ENG PRINTER LG FORMAT	OBSOLETE/NO LONGER IN DEPARTMENT
140000002645	C2 LASER PRINTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000002646	C2 LASER PRINTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000003578	DELL COMPUTER (PURCHASING DEPT)	OBSOLETE/NO LONGER IN DEPARTMENT
140000003695	DELL OPTIPLEX COMPUTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000005071	OKIDATA LASER PRINTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000005072	OKIDATA LASER PRINTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000005430	X TERMINAL & 4MB MEMORY	OBSOLETE/NO LONGER IN DEPARTMENT
140000005431	X TERMINAL & 4MB MEMORY	OBSOLETE/NO LONGER IN DEPARTMENT
140000005670	MT PRINTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000005758	PERSONAL COMPUTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000005759	PERSONAL COMPUTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000005782	HP LASER PRINTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000005924	PRINTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000005925	VIEW STATION	OBSOLETE/NO LONGER IN DEPARTMENT
140000005944	PERSONAL COMPUTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000006017	DOT MATRIX PRINTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000006018	DOT MATRIX PRINTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000006019	DOT MATRIX PRINTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000006020	DOT MATRIX PRINTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000006021	DOT MATRIX PRINTER	OBSOLETE/NO LONGER IN DEPARTMENT
140000006101	GIS PC COMPUTER W/MONITOR	OBSOLETE/NO LONGER IN DEPARTMENT
140000006102	GIS PC COMPUTER W/MONITOR	OBSOLETE/NO LONGER IN DEPARTMENT
160000004156	GIS WORKSTATION	OBSOLETE/NO LONGER IN DEPARTMENT
140000001779	DIGITAL COPIER	WAREHOUSE FOR AUCTION

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

Jun-22-2010-563

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Master Lease Agreement between Jefferson County, Alabama and CCA Financial for lease of computers/IT equipment, copiers and printers for PACA members.

MASTER LEASE AGREEMENT NO. 6434

THIS MASTER LEASE AGREEMENT NO. 6434 (the "Master Lease") is made as of June 7, 2010 between CCA Financial, LLC, a Virginia company with its principal office at 10993 Richardson Road, Suite 14, Ashland, VA 23005 ("Lessor"), and Jefferson County Commission, the governing body of Jefferson County, Alabama, with its principal office at 716 Richard Arrington, Jr. Blvd. North, Birmingham, AL 35203 ("Lessee").

Lessor and Lessee agree that any government entity which is a member of the Purchasing Association of Central Alabama (PACA) listed on Exhibit A attached hereto and made a part hereof (each an "Authorized Lessee") is hereby authorized to enter into a Schedule pursuant to the Master Lease. In tile case of a Schedule executed and delivered by an Authorized Lessee other than Jefferson County Commission, the authorized Lessee that executed and delivered that Schedule shall be deemed the Lessee for all purposes under the Schedule; provided that Jefferson County Commission shall be jointly and severally liable to Lessor along with the Authorized Lessee with respect to any and all obligations of the Lessee under the Schedule.

1. DEFINITIONS: (a) The "Equipment" means the equipment, machines, devices, features, manufacturer's application software, and other items listed in each Schedule hereto attached and hereby made a part hereof.

(b) The "Manufacturer" means the manufacturer or vendor of the Equipment as shown in a Schedule.

(c) The "Commencement Date" means with respect to each Schedule, where the beginning date for Basic Rental (as defined in paragraph 4 hereof) is the first day of a month, that date, and in any other case, the first day of the month following the beginning date for Basic Rental.

(d) The "Installation Date" means, for the Equipment being installed, the date that (i) the Equipment is installed as specified by Manufacturer, or (ii) the Equipment is delivered to Lessee if Lessee fails to provide a suitable installation environment or elects to delay installation. At Lessor's request, Lessee shall execute a Certificate of Installation and Acceptance verifying Lessee's acceptance of the Equipment as of the Installation Date. Lessee hereby authorizes Lessor to complete the Equipment serial numbers and the Installation and Acceptance Date on Lessee's behalf on any Schedule or Acceptance Certificate which is returned without such information.

2. LEASE: Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor in accordance with the terms and conditions of this Master Lease, the Equipment identified in the Schedules which are or may from time to time be executed pursuant to this Master Lease. Each Schedule shall incorporate by reference all terns and conditions of this Master Lease together with such other terms or amendments which may be specified in tile Schedule. Together with this Master Lease, each Schedule shall individually constitute a lease agreement between Lessor and Lessee ("Lease") with respect to the Equipment specified in the Schedule. A Lease shall not become effective until the Schedule is executed by Lessee and Lessor.

3. TERM OF LEASE: (a) The term of this Master Lease shall commence on the date set forth above and shall continue in effect thereafter so long as any Lease entered into pursuant to this Master Lease remains in effect. The initial tern for each Lease shall commence on the Commencement Date and shall continue for the number of full months set forth in the Schedule ("Initial Term"). Notice of Lessee's termination of each Lease shall be provided to Lessor in writing at least three (3) months prior to the expiration of the Initial Term of the Lease. Lessee or Lessor may terminate a Lease only at the expiration of the Initial Term by giving the other party not more than six (6) months and not less than three (3) months written notice prior to such expiration. In the event that Lessee's or Lessor's written notice is not received or given (as applicable) as prescribed herein, the term of the Lease shall be extended for continuous and consecutive three (3) month periods at the then existing Basic Rental, with receipt of notice of termination required at least three (3) months prior to expiration.

(b) Any notice of termination given by Lessee may not be revoked without the written consent of Lessor.

4. RENTAL: (a) The minimum monthly rental (herein called the "Basic Rental") payable by Lessee to Lessor or its assigns for each Lease is set forth in each Schedule. Basic Rental shall begin on the Installation Date and shall be due and payable by Lessee to Lessor in advance on or before the first day of each month. If the beginning date for Basic Rental does not fall on the first day of a month, tile first payment for tile partial month will be prorated oil the basis of a 30day month and will he due and payable on the beginning date for rent. In the event Lessee does not timely make any payment of Basic Rental or other monies due hereunder, Lessee shall be liable to Lessor for a stipulated damage amount equal to 18% per annum of the amount of said payment and, shall pay said amount immediately to Lessor.

(b) In addition to the Basic Rental, Lessee shall pay to Lessor an amount equal to all taxes, if any, paid, payable or required to be collected by Lessor, however designated, which are levied of based on this transaction, the Basic Rental, a Lease, and/or tile Equipment or its use, lease, sale, operation, control or value, including, without limitation, state and local sales, privilege, business license or excise taxes based

oil gross revenue, or amounts in lieu thereof paid or payable by Lessor in respect of the foregoing, but excluding only federal and state income taxes. Personal property taxes, if any, on tile Equipment shall be filed with the appropriate authorities by Lessee and paid by Lessee. Lessee shall give Lessor written evidence of payment of personal property taxes within ten days of the due date. Except for personal property taxes, all taxes shall be invoiced by Lessor to Lessee unless such taxes are invoiced directly to Lessee by the appropriate taxing authorities. If Lessee makes timely payment to Lessor or directly to any taxing authority within the time provided by the authority for the payment of such taxes, then Lessee shall not be liable for any penalties or interest in respect of the taxes. If Lessee does not make timely payments to Lessor or directly to the taxing authority within tile time provided by the authority for the payment of such taxes, then Lessee shall be liable for any penalties, interest or other charges in respect of the taxes. Notwithstanding anything hereinabove to the contrary, so long as Lessee is not in default hereunder, Lessee shall not be obligated by a Lease to pay any tax, levy or assessment in respect of a Lease or the Equipment so long as Lessee, in good faith, shall contest actively the validity thereof by appropriate legal proceedings. Lessee agrees that if such a proceeding is instituted, upon the final decision therein, or upon the discontinuance thereof, Lessee will forthwith pay such taxes, levies or assessments as are determined to be owing, together with all costs, interest and penalties and all damages and costs, including all attorneys' fees reasonably incurred, which Lessor may sustain in consequence of the nonpayment of the taxes, levies or assessments when due. Subject to the foregoing, Lessee may contest any such taxes in Lessor's name, and lessor agrees, upon written request and at the sole expense of Lessee, to cooperate with Lessee in the prosecution of any such contest.

5. USE OF EQUIPMENT: (a) Lessee warrants and represents that all use of the Equipment and all components and any other equipment used in any manner in connection with the operation and use of the Equipment shall meet the specifications of Manufacturer. Specifications shall include but not be limited to Manufacturer's warranty and required or recommended maintenance program.

(b) Lessee shall be entitled to full time use of the Equipment without extra charge by Lessor.

(c) Lessee shall keep tile Equipment at all times in its sole possession and control. The Equipment shall not be moved from the location stated in each Schedule attached hereto without the prior written consent of Lessor.

(d) Without the prior written consent of Lessor, Lessee shall not make or permit to be made any alteration, attachment or addition to the Equipment, except for the installation of such standard engineering changes as are customarily made without charge by Manufacturer under its basic maintenance program, and Lessee shall cooperate so that such standard engineering changes, as part of Manufacturer's maintenance program, may be promptly installed.

(e) Lessee agrees that other than replacements and repairs any alteration, attachment or addition to the Equipment shall be capable of being removed without material damage to or reduction in tile value or impairment of the capability or efficiency of, the Equipment, and that no alteration, attachment or addition shall reduce the value or impair the capabilities or efficiency of the Equipment. Other than replacements or repairs, any alteration, attachment or addition shall be made at Lessee's expense. and absent a default by Lessee hereunder, shall be the property of Lessee. Any item of the Equipment replaced or substituted in connection with the alteration, attachment or addition shall remain the property of Lessor and shall be restored to the equipment in proper working order upon the termination of a Lease at Lessee's expense.

6. MAINTENANCE AND REPAIRS: (a) At all times during the continuance of a Lease, Lessee, at its expense, shall maintain and keep the Equipment in good working order, repair and condition and make all necessary adjustments, repairs, and replacements and shall use and require the Equipment to be used in a manner consistent with the Manufacturer's warranty and maintenance program.

(b) Without limiting the generality of the foregoing, effective upon expiration of the Manufacturer's warranty on the Equipment, Lessee, at its own expense, shall enter into and maintain in force a maintenance agreement with Manufacturer or, with prior written consent of Lessor and Secured Party (as defined in Section 12 hereof), such other vendor, covering the maintenance of the Equipment (hereinafter referred to as the "Maintenance Program"). Lessee shall pay the specified monthly maintenance charge and other costs required in the Maintenance Program. Lessee shall furnish Lessor an executed copy of the Maintenance Program. Lessor shall have no responsibilities or obligations whatsoever with respect to the condition, operation, maintenance or repair of the Equipment.

7. REDELIVERY OF EQUIPMENT TO LESSOR: At the termination of a Lease, Lessee shall deliver possession of the Equipment to Lessor in accordance with the following procedures:

(a) At the termination of a Lease, Lessee, at its sole expense, shall return the Equipment to Lessor in the same operating order, repair, condition and appearance as on the date of the commencement of such Lease, reasonable wear and tear excepted, and Lessee shall arrange and pay for such repairs and replacements required by Manufacturer to accept the Equipment under its maintenance program at its then standard rates. In addition, Lessee, at its sole expense, shall return all Equipment with the latest version of the operating system then available, either installed or on separate media, if the operating system is considered transferable as a part of the hardware by the Manufacturer. Upon Lessor's request, Lessee shall provide to Lessor no later than ten (10) days after deinstallation of the Equipment a written letter from the Manufacturer certifying that the Equipment is eligible for Manufacturer's maintenance program. In the event the letter is not provided, Lessor, at the sole expense of Lessee, may have the Equipment tested and certified by the Manufacturer.

(b) At the end of the last business day of a Lease, and at its sole expense, Lessee shall tender the Equipment packed and crated by

Manufacturer or by a carrier acceptable to Manufacturer in a manner suitable for truck transportation and at a loading dock for trucks of the manner normally used for transportation of the Equipment at the then present location of the Equipment. If the Equipment is not ready for such removal by the end of the first business day following the termination of a Lease, then Lessee shall be liable to Lessor for two (2) days' rent for each day during which the Equipment is not so tendered for removal.

(c) Lessee shall be solely responsible and shall pay directly all transportation, insurance, rigging, drayage, packing, de-installation, disconnection charges and other items of a like nature incurred in connection with a Lease, including without limitation any costs and expenses incurred in respect of delivering the Equipment to Lessor's designated destination, and insurance on the Equipment in route, upon termination of any Lease or this Master Lease.

8. OWNERSHIP AND INSPECTION: (a) The Equipment shall at all times remain the property of Lessor and be and remain personal property notwithstanding the manner in which it may be attached or affixed to realty. Lessee acknowledges and agrees that it has not, and by the execution of this Master Lease and any Lease, it does not have or obtain, and by payments and performance hereunder, it does not and will not have or obtain any title to the Equipment. Lessee will affix tags, decals or plates to the Equipment showing Lessor's ownership, which type of tag, decal or plate and location may be specified by Lessor, and Lessee shall not permit their removal or concealment.

(b) Lessor or its agent shall have free access to the Equipment at all reasonable times for the purpose of inspection and for any other purpose contemplated in this Lease.

(c) Lessee shall immediately notify Lessor of all details concerning any claim of damage or loss arising out of the use, manufacturer, functioning or operation of the Equipment.

(d) Lessee shall keep the Equipment free and clear of all liens, encumbrances and claims of any kind and nature.

9. INSURANCE: The risk of loss for or any damage to or destruction of the Equipment shall be on Lessee. Lessee shall obtain and maintain for the entire term of any Lease, at its own expense, property damage and liability insurance and insurance against loss or damage to the Equipment without deductible or coinsurance borne by Lessee including, without limitation, loss by fire and hazard (including so-called all risks and extended coverage), theft, and such other risks of loss as are customarily insured against on the type of Equipment leased hereunder and/or by businesses in which Lessee is engaged, in such amounts, in such form and with such insurers as shall be satisfactory to Lessor; provided, however, that the amount of insurance against loss or damage to the Equipment shall not be less than the greater of the full replacement value of the Equipment or the total of the installments of rent then remaining unpaid hereunder. In the event that the Equipment shall be or become lost, stolen, destroyed, worn out, irreparably damaged, or shall be requisitioned or taken over by any governmental authority under the power of eminent domain or otherwise during the term of a Lease (any such occurrence being herein called a "Casualty Occurrence"), Lessee shall terminate such Lease by paying Lessor, on the payment date for Basic Rental next succeeding the Casualty Occurrence, an amount equal to the full replacement value of the Equipment plus the total of the installments of rent then remaining unpaid hereunder (the "Casualty Value"). In any settlement under this paragraph 9 Lessee shall be entitled to credit for the amount of any proceeds of any insurance or award actually received by Lessor or the Secured Party on account of the Casualty Value with all excess amounts being the sole property of Lessor; and if at the time of any settlement under this paragraph 9 any rents or other sums are due or accrued and unpaid hereunder, all such rents and other sums shall also be paid at the time of such settlement. Each insurance policy will name Lessee as an insured and Lessor and any Secured Party as additional insureds and loss payees thereof as Lessor's and any Secured Party's interest may appear, and shall contain a clause requiring the insurer to give Lessor and any Secured Party at least ten (10) days prior written notice of any alteration in the terms of such policy or of the cancellation thereof. Lessee shall furnish to Lessor and any Secured Party a certificate of insurance or other evidence satisfactory to Lessor and Secured Party that such insurance coverage is in effect. Lessor and any Secured Party shall be under no duty either to ascertain the existence of or to examine any such insurance policy or to advise Lessee in the event such insurance coverage shall not comply with the requirements hereof.

10. WARRANTIES: (a) Lessor hereby assigns to Lessee, at Lessee's expense, any warranty rights which Lessor shall be entitled to enforce against Manufacturer in respect of the Equipment. Lessee shall take all reasonable action to enforce such warranties. Lessor, at the sole expense of Lessee, shall provide reasonable assistance to Lessee in enforcing such warranty rights.

(b) LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO PATENT INFRINGEMENT OR THE LIKE. LESSOR IS NOT RESPONSIBLE FOR ANY REPAIRS, SERVICE OR DEFECTS IN THE EQUIPMENT OR THE OPERATION THEREOF. Lessor shall have no liability to Lessee for any claim, loss or damage of any kind or nature whatsoever and there shall not be any abatement of rent for any reason, including without limitation any claim, loss or damage arising out of or in connection with (i) the deficiency or inadequacy of the Equipment for any purpose, (ii) any deficiency or defect in the Equipment, (iii) the use or performance of the Equipment, (iv) any interruption or loss of service or use of the Equipment or (v) any loss of business or other loss or damage, direct, consequential or otherwise, whether or not resulting from any of the foregoing. Lessee will defend, protect, indemnify and hold Lessor and any Secured Party harmless against any and all losses, damages, injuries, claims, demands, liabilities, costs, and expenses including reasonable attorney's fees,

arising out of or in connection with the design, manufacture, installation, use, condition, possession or operation of the Equipment. The foregoing indemnification shall not apply in tile event such claims, demands, liabilities or costs are the direct cause of the willful fault or gross negligence of Lessor. The indemnities and assumptions of liabilities contained in this paragraph 10 (b) shall continue in full force and effect after the termination of any Lease, whether by time or otherwise. At its own expense, Lessee will maintain adequate and complete public liability insurance to cover its liability with respect to tile design, manufacture, possession or operation of the Equipment and the premises at which the Equipment is located, and shall name Lessor and any Secured Party as additional insureds under such public liability policy or policies.

11. **UPGRADES:** Provided Lessee is not in default under this Master Lease or any Lease, Lessee shall notify Lessor in writing that Lessee desires to add upgrades to tile Equipment not less than fortyfive (45) days before the desired date of installation stating when and what upgrades Lessee intends to obtain. Within ten (10) business da-ys after Lessor receives Lessee's notice Lessor may offer to lease and supply such upgrades (the "Offer") to Lessee. Lessee may accept this offer or seek other bona fide offers from third parties, the credit of which shall have been approved by Lessor in its sole discretion ("Third Party Offer"). Lessee shall notify Lessor of any more favorable Third Party Offer. Lessee shall obtain the upgrade from Lessor if Lessor at least matches the Third Party Offer within five (5) business days after Lessor's receipt of Lessee's notice. If Lessee leases upgrades from Lessor, the lease shall be subject to a Schedule the terms of which, other than the Initial Term, Acceptance Date and Basic Rent, shall be the same as those applicable to the Equipment to which the upgrades relate.

12. **SECURITY INTEREST AND/OR ASSIGNABILITY:** At any time and from time to time, Lessor may assign the rents and other sums at any time due or to become due or at any time owing or payable by Lessee to Lessor under any Lease or this Master Lease. Any assignment shall be in respect of any Lease or this Master Lease and/or the rents and other sums due and to become due in respect of the Equipment, and may be either absolute or as collateral security for any obligation of Lessor. Any assignment shall not be binding on Lessee until written notice has been given to Lessee by Lessor and the assignee ("Secured Party"). From and after the receipt by Lessee of written notice Secured Party shall not be obligated to perform any duty, covenant or condition required to be performed by Lessor under any Lease or this Master Lease, but on the contrary, Lessee, by its execution hereof, acknowledges and agrees that notwithstanding any such assignment, all such duties, covenants or conditions required to be performed by Lessor shall survive any such assignment and shall be and remain the sole liability of Lessor and of every person, firm or corporation succeeding (by merger, consolidation, purchase of assets or otherwise) to all or substantially all of the business assets or goodwill of Lessor. Without limiting the foregoing, Lessee further acknowledges and agrees that the rights of Secured Party in and to the sums payable by Lessee under any Lease or this Master Lease (including, without limitation, Basic Rental and Casualty Value) shall not be subject to any abatement whatsoever, and shall not be subject to any defense, set-offs, counterclaim or recoupment whatsoever whether by reason of failure of or defect in Lessor's title or any failure of Lessor to perform any of its obligations hereunder or any interruption from whatsoever cause in the use, operation or possession of the Equipment or any part thereof or any damage to or loss or destruction of the Equipment or any part thereof or by reason of any other indebtedness or liability, howsoever and whenever arising, of Lessor to Lessee or to any other person, firm or corporation or to any governmental authority or for any cause whatsoever. It is the intent hereof that Lessee shall be unconditionally and absolutely obligated to pay Secured Party all of the rents, Casualty Value and other sums which are the subject matter of the assignment and that Secured Party shall have the sole right to exercise all rights, privileges and remedies (either in its own name or in the name of Lessor for the use and benefit of Secured Party) which by the terms of any Lease or this Master Lease or by applicable law are permitted or provided to be exercised by Lessor.

13. **RIGHT TO QUIET ENJOYMENT:** So long as the Lessee shall not be in default hereunder, Lessee shall have the right to quiet enjoyment and use of the Equipment.

14. **REMEDIES:** The Lessee shall be in default hereunder ("Default") if. (i) it fails to make a timely payment of any rent or other monies herein reserved; (ii) it fails to timely perform any of the terms or provisions of any Lease, this Master Lease, or any other agreement by and between Lessor and Lessee, including any other master lease, and fails to cure such default within five (5) days after receipt from Lessor and/or Secured Party of written notice to Lessee of the default; (iii) any representation or warranty made by Lessee herein or in any document or certificate furnished Lessor or Secured Party in connection Herewith or pursuant hereto shall prove to be incorrect at any time in any material respect, so long as Lessee has been given five (5) days notice of said incorrect representation or warranty; (iv) a temporary receiver is appointed for Lessee or Lessee's property and the receiver is not removed within thirty (30) days after appointment, or if a permanent receiver is appointed for Lessee or Lessee's property; if, whether voluntarily or involuntarily, Lessee takes advantage of or seeks to take advantage of any debtor relief or bankruptcy proceedings under any present or future law; if Lessee makes an assignment for benefit of creditors; or if Lessee shall be declared bankrupt, whether voluntarily or involuntarily; (v) an order, judgment or decree of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets or liabilities or similar proceedings of or relating to Lessee or of or relating to all or any substantial part of its property, or the winding up or liquidation of its affairs, shall have been entered against Lessee; and such decree or order shall have remained in force undischarged or unstayed for a period of thirty (30) days from the date of entry thereof; (vi) the rights, privileges or franchises of Lessee to do business shall be declared forfeited by any governmental authority or any court of competent jurisdiction and not restored or the order,

decree or judgment related thereto effectively stayed by appropriate proceedings within 30 days thereafter. Upon occurrence of any such Default, Lessor may at its option declare any Lease and/or this Master Lease to be in default and may do one or more of the following with respect to any or all Equipment as Lessor in its sole discretion shall elect: (a) cause Lessee to (and Lessee agrees that it will), upon written demand of Lessor and at Lessee's expense, promptly return the Equipment to Lessor in accordance with all of the terms of paragraph 7 hereof, or Lessor, at its option, may enter upon the premises where Equipment is located and take immediate possession of and remove the same, all without liability to Lessor for damage to property or otherwise. If for any reason the Equipment is not returned or the Lessor is unable to take possession of the equipment within thirty (30) days of Lessor's written demand, Lessee agrees to pay the then Fair Market Value, determined by an independent appraiser selected by Lessor with the appraisal to be binding upon both Lessor and Lessee; (b) sell or lease any or all of the Equipment at public or private sale, with or without notice to Lessee or advertisement, or otherwise dispose of, hold, use, operate or keep idle the Equipment, all as Lessor in its sole discretion may determine and all free and clear of any rights of Lessee and without any duty to account to Lessee for such action or inaction or for any proceeds with respect thereto; (c) by written notice to Lessee, cause Lessee to (and Lessee agrees that it will) pay to Lessor (as liquidated damages for loss of a bargain and not as a penalty) on the date specified in such notice an amount equal to the present worth of all unpaid Basic Rentals, such present worth to be computed on the basis of a four percent (4%) per annum discount from the respective dates of such rental payment, which absent a default, would have been payable hereunder for the full term hereof (plus interest accrued thereon at the rate of 18% per annum from said date to the date of actual payment), plus any other monies due or accrued hereunder up to date of actual payment; and/or (d) Lessor may exercise any other rights or remedies which may be available to it under the Uniform Commercial Code or any other applicable law or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof or to rescind any Lease and/or this Master Lease as to any or all Equipment. In addition, Lessee shall continue to be liable for all indemnities under this Master Lease, and for all legal fees and other costs and expenses resulting from the foregoing defaults or the exercise of Lessor's remedies, including without limitation placing any Equipment in the condition required by paragraph 7 hereof. No right or remedy referred to in this paragraph is intended to be exclusive, but each shall be cumulative and in addition to any other right or remedy referred to above or otherwise available to Lessor at law or in equity. No express or implied waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or a waiver of any Lessor's rights or remedies. To the extent permitted by applicable law, Lessee hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use or deal with any Equipment in mitigation of Lessor's damages as set forth in this paragraph or which may otherwise limit or modify any of the Lessor's rights or remedies under this paragraph.

15. **SUBLEASE AND ASSIGNMENT:** Lessee may sublease the Equipment or assign its rights under any Lease or this Master Lease, in whole or in part, only with the prior written consent of Lessor and any Secured Party. In any such case, Lessee shall nevertheless remain fully liable hereunder and, in requesting the prior written consent, shall provide copies of any sublease or assignment, together with all related documents, to Lessor and Secured Party.

16. **RENEWAL OPTION:** Provided Lessee is not in default under this Master Lease or any Lease, Lessee may elect to renew the Initial Term of a Lease for a period not less than twelve (12) months (a "Renewal Term"). Lessee's renewal option is subject to the following terms and conditions:

(a) Lessee must notify Lessor of its exercise of the option at least three (3) months before the expiration of the Initial Term of a Lease.

(b) All of the terms of the Lease other than the length of the Renewal Term and the Basic Rental shall remain the same. The Basic Rental shall be the Fair Rental Value, as hereinafter defined, of the Equipment as of commencement of the Renewal Term.

"Fair Rental Value" is defined as the value upon which a willing Lessor and a willing Lessee would agree, for the term involved, each respectively under no compulsion to lease. Fair Rental Value as of the end of the Initial Term shall be determined by agreement of Lessor and Lessee or, if they cannot agree, then by an independent appraiser selected by Lessor and satisfactory to Lessee. The cost of such appraisal shall be paid equally by Lessor and Lessee. If, for any reason, the Lessee and Lessor can not agree on the Fair Rental Value within the notice period specified in Section 16.a, the term of the Lease shall be extended for continuous and consecutive three (3) month periods at the then existing Basic Rental with receipt of notice of termination required at least three (3) months prior to expiration.

(c) Upon notice, Lessor may substitute equipment of the same model and type for the Equipment, at Lessor's expense and in its sole discretion.

17. **PURCHASE OPTION:** Provided Lessee is not in default under this Master Lease and any Lease, Lessee may notify Lessor that it desires to purchase all or part of the Equipment on a Lease. The notice shall be given at least three (3) months before the expiration of a Lease Term. Lessor agrees to sell to Lessee, at the end of the Lease Term and upon terms and conditions as are acceptable to Lessor and Lessee, the Equipment or, at Lessor's sole option, equipment of the same model, type and condition which shall be installed at Lessor's expense at the same location as the Equipment. The purchase price for such Equipment shall be its Fair Market Value, as hereinafter defined. "Fair Market Value" is defined as that purchase price that would be obtained in an arm's length transaction as of the end of the Lease Term between informed and willing parties under no compulsion to buy or sell. If Lessor and Lessee cannot agree upon the purchase price, such amount shall

be determined by an independent appraiser selected by Lessor and satisfactory to Lessee. The cost of such appraisal shall be paid equally by Lessor and Lessee. If, for any reason, the Lessee and Lessor can not agree on the Fair Market Value within the notice period specified in Section 16.a, the term of the Lease shall be extended for continuous and consecutive three (3) month periods at the then existing Basic Rental with receipt of notice of termination required at least three (3) months prior to expiration.

18. **NON-APPROPRIATION OF FUNDS** Notwithstanding anything in the Lease to the contrary, in the event the Lessee is not during the term of the Lease granted any appropriation for funds for equipment which is functionally similar to the leased Equipment and operating funds are not otherwise available to lessee to pay the rental payments, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation of funds did not result from any act or omission by Lessee, Lessee shall have the right to return the Equipment to Lessor (at Lessee's expense, to a destination Lessor directs, in good working condition) and terminate by a Notice to such effect delivered to Lessor not less than thirty (30) days prior to the end of Lessee's fiscal year. Upon such termination, Lessee shall not thereafter acquire functionally similar equipment for a period of twelve (12) months. In the event, subsequent to such termination, funds are made available to Lessee for equipment which is functionally similar to the leased Equipment, Lessee agrees, at Lessor's option, to purchase, lease or otherwise acquire such equipment from Lessor.

19 **GENERAL:** (a) In any case where the consent or approval of Lessor, Lessee, and/or Secured Party is required to be obtained under this Master Lease, such consent or approval will not be unreasonably withheld. No such consent or approval shall be valid unless it shall be in writing.

(b) The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

(c) All notices, instructions or consents which should or may be given hereunder shall be in writing and shall be deemed given and received upon the sooner of (i) the day on which delivered to such party, (ii) within two days after deposit in the United States Mail, postage prepaid, if sent by registered or certified mail, return receipt requested, or (iii) if sent by Federal Express or comparable overnight delivery service on the day after the day on which deposited with such carrier, addressed to the respective party at its respective address as set forth herein or to such other addresses as such party shall have designated by notice given pursuant to this subparagraph. To be effective, all such notices to Lessor shall be given at the same time and in the same manner to CCA Financial Services, LLC, 7275 Glen Forest Drive, Suite 100, Richmond, Virginia 23226, and to any Secured Party.

(d) This Master Lease sets forth in full the agreement between Lessor and Lessee. Any titles or captions contained herein are for convenience only, and shall not be deemed to be part of the context. This Master Lease may not be changed, or in any manner modified; except by further written agreement executed by Lessor and Lessee. and Secured Party where necessary; provided, however, that the Lessor and the Lessee agree that the Lessor may insert missing or correct information in this Master Lease and/or any Schedules including, without limitation, the correct legal name of the Lessee and information describing the Equipment. This Master Lease supersedes any and all prior understandings and agreements relating to the subject matter herein.

(e) Any provision of this Master Lease which is prohibited or unenforceable in any jurisdiction shall be as to such jurisdiction ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof; and any such prohibition or enforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

(f) No omission or delay by Lessor or Secured Party at any time to enforce any right or remedy reserved on it or to require performance of any of the terms, covenants or provisions hereof by Lessee at any time designated, shall be a waiver of any such right or remedy to which Lessor or Secured Party is entitled, nor shall it in any way affect the right of Lessor or Secured Party to enforce such provisions thereafter.

(g) Lessee, upon execution of this Master Lease and thereafter upon execution of each Schedule, shall provide Lessor with a certificate of good standing or similar certificate issued by the state in which Lessee is incorporated or organized, and shall also provide such other documents as Lessor may reasonably request. Lessee further authorizes Lessor to file such financing statements describing the Equipment as the Lessor deems appropriate and, in alternative, Lessee agrees to provide such executed financing statements as Lessor may require. In the event that Lessee becomes party to a merger or consolidation or another party becomes the successor in interest in and to the obligations of this Master Lease or any Schedule thereto, Lessee shall provide Lessor with 30 days prior written notice thereof and shall provide Lessor with a certificate of good standing or similar certificate issued by the state of incorporation or organization of such successor in interest. Lessee further agrees to provide Lessor with 30 days advance written notice of any change of the state of its incorporation or organization or any change of its legal name. Lessee represents and warrants that it is duly incorporated or organized under the laws of the state of Alabama and that its exact legal name is "Jefferson County Commission" as stated in the preamble of this Master Lease.

(h) During the term of this Master Lease, Lessee agrees to deliver to Lessor a copy of Lessee's annual audited financial statements and quarterly interim financial statements within a reasonable time after said statements are available.

Lessee acknowledges that Lessor has appointed CCA Financial Services, LLC, with its principal office at 7275 Glen Forest Drive, Suite 100, Richmond, Virginia 23226, as its exclusive collection and servicing agent with respect to the collection of amounts due under this Agreement and to the performance of the obligations of Lessor hereunder. Amounts payable by Lessee to Lessor shall be made payable to "CCA Financial, LLC" and delivered to CCA Financial Services, LLC at P.O. Box 758760, Baltimore, MD 21275-8760 unless otherwise directed by Secured Party.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Master Lease to be executed in their respective names and behalves and attested by their respective proper officers thereunto duly authorized.

Lessor: CCA FINANCIAL LLC

By: Julie F. Luke, Vice President

Lessee: JEFFERSON COUNTY COMMISSION

Bettye Fine Collins, President

Jefferson County Commission

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

Jun-22-2010-564

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment to the agreement between Jefferson County, Alabama and Alabama Center for Law and Civic Education for management of the Birmingham and Bessemer Teen Court Division, which changes Item 7 to state that the funds (\$38,008.20) will be provided by the County operating budget instead of grant funds from The Community Foundation of Greater Birmingham.

AMENDMENT TO CONTRACT

This Amendment to Contract entered into this 1st of June, 2010, by and between Jefferson County, Alabama, hereinafter called Athe County@, and Alabama Center of Law and Civic Education, hereinafter called Athe Contractor@

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The Contract between the parties which was approved by the Jefferson County Commission on the 20th day of April, 2010, recorded in Minute Book 159, Pages 507-509, is hereby amended as follows:

1. In Item 7 the funds will be provided by the County operating budget instead of grant funds from The Community Foundation of Greater Birmingham.

Jefferson County Commission

Bettye Fine Collins, President

Alabama Center for Law and Civic Education

Ponya Parks

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

Jun-22-2010-565

WHEREAS, Beville 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 Beville State Community College for Program Year 2010.

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

Jun-22-2010-566

WHEREAS, Bevill 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 Bevill State Community College for Program Year 2010.

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

Jun-22-2010-567

WHEREAS, the Jefferson County Commission has approved a HOME Loan to Susie Sharp and Gertrude Lynch for a home in Hueytown, Alabama; and

WHEREAS, a the property sustained a fire at the property and Allstate Insurance Company has issued a check of \$ 27,837.30 payable jointly to Gertrude Lynch and Jefferson County for insurance proceeds;

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins, is authorized to endorse the insurance check from Allstate Insurance Company on behalf of Jefferson County.

BE IT FURTHER RESOLVED that the President, Bettye Fine Collins, is also authorized to endorse the recoverable depreciation check of \$10,237.14 upon completion of the repairs.

BE IT FURTHER RESOLVED, that the Finance Department is authorized to escrow the insurance proceeds and issue progress checks to Anthony Wesley (licensed residential home builder) up to an amount not to exceed \$38,074.44 for restoration of the property.

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

Jun-22-2010-568

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

WHEREAS, Robert Newbill of the Office of Community and Economic Development has been designated (herein "Building Official") by the Commission as the person to exercise the authority and perform the duties delegated by the Act exclusively for Neighborhood Stabilization Program funded demolition(s); and

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

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

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with the foregoing and the report of the Building Official as follows:

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

BE IT FURTHER RESOLVED that any person aggrieved by this decision of the County Commission may, within ten days hereafter,

file an appeal to the Circuit Court of Jefferson County upon filing with the Clerk of said Court notice of said appeal and bond for security of cost in the form and amount to be approved by said Circuit Clerk.

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

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

The remains of an abandoned and dilapidated structure located at 5347 Spruce Street, Jefferson County, Alabama, 35119, and which is located upon the following premises:

Lot 228 New Castle #2
P.I.D. 13-7-3-0-66.000-RR

Said property was last assessed in the name of Willie Nelson.

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

Jun-22-2010-569

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

WHEREAS, Robert Newbill of the Office of Community and Economic Development has been designated (herein "Building Official") by the Commission as the person to exercise the authority and perform the duties delegated by the Act exclusively for Neighborhood Stabilization Program funded demolition(s); and

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

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

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with the foregoing and the report of the Building Official as follows:

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

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

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

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

The remains of an abandoned and dilapidated structure located at 1408 Cherry Street, Jefferson County, Alabama, 35071, and which is located upon the following premises:

Lot 176 New Castle #2
P.I.D. 13-7-3-0-47.000-RR

Said property was last assessed in the name of Rita Phillips, Agent for Heirs.

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

Jun-22-2010-570

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 the City of Hueytown for the Hueytown Senior Center Project. There is \$167,804.00 in federal CDBG funds allocated to this project. This project is from the 2009 program year.

AGREEMENT BETWEEN JEFFERSON COUNTY, ALABAMA
AND THE CITY OF HUEYTOWN, ALABAMA
CD09-03AOM03-HSC

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 & Economic Development, hereinafter called the COUNTY, and the City of Hueytown, Alabama, hereinafter called the CITY.

WHEREAS, the COUNTY and the CITY desire to enter into an Agreement that provides for the construction as associated with the Hueytown Senior Center Project through the use of Federal Community Development Block Grant funds, and hereby agree as follows:

WITNESSETH:

FIRST: The CITY agrees to reimburse the COUNTY in the amount of \$167,804 for CDBG funds expended on the old senior center. Therefore, that amount will be program income to the COUNTY CDBG Program. The COUNTY will receive \$167,804 in program income and provide an estimated \$165,440 to the project for construction 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 hired by the CITY. Therefore, the total reimbursement compensation to the CITY for construction of the Hueytown Senior Center shall not exceed \$167, 804.

SECOND: It is agreed that the CITY 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 CITY further agrees to incur all costs related to advertisement of competitive bids. The CITY reserves the right to accept or reject any and all bids, or to modify the scope of work. The CITY shall not execute an agreement for construction until after the COUNTY has notified the CITY in writing that the Release of Funds has been received from the U.S. Department of Housing and Urban Development.

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 senior center until the expiration of this contract as stated in paragraph FOURTH. Failure to utilize the improvements as senior center 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 or national origin.

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 architect, 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

ATTEST:

CITY OF HUEYTOWN, ALABAMA
Mayor Delor Baumann

ATTEST:

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T to install 93' of buried duct for cable at 3029 Allison Bonnett Memorial Parkway in the Hueytown area.

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the Utility Permits be approved. Voting AAye@ Smoot, Carns, Collins and Humphries.

Jun-22-2010-571

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Pocahontas Road between Goocher Road and Bell Hill Road in order to remove a collapsed metal storm water drainage culvert and replace it with a reinforced concrete culvert beginning July 12, 2010 and reopened by July 22, 2010 .

A detour route will be established in accordance with the Federal Manual on Uniform Traffic Control Devices.

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

Jun-22-2010-572

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: June 11, 2010

Purpose: Pay Jones & Berry, P.C. Real Estate Trust Account
Invoice for Acquisition Costs Settlement Due to Tract 5 (Robin, LLC)
Project No. STPBH-7002(600) Morgan Road Widening Agent - Alan K. Dodd
Price: \$169,500.00
Pay to the order of: Jones & Berry, P.C, Real Estate Trust Account
Mailing Address: 1205 North 19th Street
Birmingham, AL 35224

Fund # 4022000000
Bus. Area # 5100
GL Object -# 515710
Fund Center -# 5100000000
WBS #C.981.D
Functional Area THRO
Check Delivery Code: #84

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

Jun-22-2010-573

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on SR75 within the limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project No. STPAA-0075(518) Guardrail, Guardrail End Anchors, Planing, Resurfacing and Permanent Traffic Stripe along SR-75 from 0.2 Miles North of Pinson Valley High School to the Jefferson/Blount County line.

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

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

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

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

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

N/A

Please refer to: Project Notes & Project Traffic Control Plan Notes (Sheets 2G - 2Q)

Please refer to: Traffic Control Plan (Sheets 6 - 19)

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warding signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and

character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the National Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

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

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

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 22nd day of June, 2010.

ATTEST

County Clerk

Bettye Fine Collins

Commission President

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

Jun-22-2010-574

WHEREAS, the Jefferson County Sheriff=s Office has received notice of a grant opportunity through the United State Department of Justice, Office of Community Oriented Policing Services (COPS), Child Sexual Predator Program (CSPP); and

WHEREAS, application is required as part of the implementation process; and

WHEREAS, this grant requires no matching funds.

NOW THEREFORE BE IT RESOLVED that the Jefferson County Commission approves application for the CSPP grant.

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

Jun-22-2010-575

WHEREAS, the U.S. Department of Justice Bureau of Justice Assistance (ABureau") has awarded a total of \$544,234.00 to the City of Birmingham and Jefferson County, Alabama through the Byrne Justice Assistance Grant Program for 2010; and

WHEREAS, the City's share of the 2010 Grant is \$299,329.00, and \$244,905.00 of it is allocable to the County for use by the Jefferson County Sheriff's Office; and

WHEREAS, the Bureau requires that the 2010 Grant to the City and County be administered by one entity; and

WHEREAS, the parties desire that the City administer the 2010 Grant program, including distributing of the funds; monitoring the award; submitting reports including performance measure and program assessment data; and providing ongoing assistance; and

WHEREAS, this grant requires no matching funds.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Jefferson County, Alabama does hereby accept grant funds in the amount of \$244,905.00 through the Byrne Justice Assistance Grant Program for 2010 and authorizes the

President to execute an Interlocal Agreement with the City of Birmingham for administration of the grant.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF
BIRMINGHAM, ALABAMA AND JEFFERSON COUNTY, ALABAMA
2010 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This INTERLOCAL AGREEMENT is made and entered into effective as of June 1, 2010, by and between the JEFFERSON COUNTY, Alabama acting by and through its governing body, the County Commission (hereinafter referred to as "COUNTY"), and the CITY of BIRMINGHAM, Alabama, acting by and through its governing body, the City Council (hereinafter referred to as "CITY").

WHEREAS, the U.S. Department of Justice Bureau of Justice Assistance ("Bureau") has awarded a total of \$544,234.00 to the CITY AND COUNTY through the Byrne Justice Assistance Grant Program for 2010 ("2010 Grant");

WHEREAS, the City's share of the 2010 Grant is \$299,329.00, and \$244,905.00 of it is allocable to the County for use by the Jefferson County Sheriff's Office;

WHEREAS, the Bureau requires that the 2010 Grant to the CITY and COUNTY be administered by one entity;

WHEREAS, the parties desire that the CITY administer the 2010 Grant program, including distributing of the funds; monitoring the award; submitting reports including performance measure and program assessment data; and providing ongoing assistance; and

WHEREAS, it is in the best interests of the public and the parties to enter into this Interlocal Agreement.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

The CITY agrees to accept the total 2010 Grant of \$544,234.00, pay COUNTY its \$244,905.00 share, and administer the 2010 Grant program as provided herein.

Section 2.

The CITY agrees to use the \$299,329.00 awarded it for the 2010 Grant for the Law Enforcement and Technology Improvement Programs until September 30, 2013. The COUNTY desires to use the \$244,905.00 awarded to it for the Sheriff's Community Support and Technology Project.

Section 3.

The CITY shall administer the 2010 Grant program to comply with Bureau requirements. Such administrative duties shall include receiving the total award; distributing funds; monitoring the award; submitting reports to the Bureau (including reports on performance measurement and program assessment data); and providing ongoing assistance to the County and the Bureau.

Upon request from the CITY, COUNTY agrees to provide performance data and other information concerning usage of the COUNTY's share of the 2010 Grant so that CITY may file requisite joint reports to the Bureau.

COUNTY acknowledges that the CITY's share of the 2010 Grant includes compensation for performing the joint administrative function.

Section 4.

This is an agreement between independent parties. No provision herein is intended to create any partnership, joint venture or principal-agent relationship between the parties, or grant either party any right, liability, control or authority over the operations, finances, or affairs of the other party.

Section 5.

The rights and benefits in this Agreement are granted and extend only to the parties. No provision herein is intended, nor shall any be construed, to inure, grant, or bestow any benefit, right or privilege to any third party.

Section 6.

This Agreement sets forth the entire understanding of the parties concerning the matters set forth herein. By entering into this Agreement, the parties do not intend to create any other obligations, express or implied.

ATTEST:

CITY OF BIRMINGHAM, ALABAMA

William A. Bell, Mayor

Approved as to Form:

Asst. City Att.

ATTEST:

JEFFERSON COUNTY, ALABAMA

The Hon. Bettye Fine Collins,

President, Jefferson County Commission

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

Jun-22-2010-576

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the motor vehicle accident claim of Mr. Robert G. Cromer in the amount of \$706.12 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. Robert G. Cromer in the amount of \$706.12 and forward it to the County Attorney for disbursement.

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

Jun-22-2010-577

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the drainage ditch back-up claim of Miss Chantel M. Reeves be denied.

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

Jun-22-2010-578

WHEREAS, The Jefferson County Commission and the City of Birmingham entered into a month-to-month contract for animal control services with BJC Animal Control Services, Inc., beginning October 1, 2007; and

WHEREAS, said month-to-month contract requires the parties to give thirty (30) days notice prior to termination of said contract.

NOW THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION hereby approves the extension of the aforementioned contract for an additional thirty (30) days.

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

Jun-22-2010-579

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following letter agreement between Jefferson County, Alabama and Health Trust, LLC, appraisal firm that previously appraised the Jefferson County Rehabilitation and Health Center in July, 2008, to update the existing appraisal in accordance with the same existing terms and conditions under the original RFP 63-08 and contract and that the Finance Director is directed to issue a Purchase Order to Health Trust not to exceed \$5,000. (Attachments on file in the Minute Clerk=s office)

June 15, 2010

Mr. Mike Matthews, MBA, C.P.M.

Purchasing Agent

Finance Department (Purchasing Division)

716 Richard Arrington Jr. Boulevard N

Birmingham, AL 35203

Reference: Appraisal of a 238-bed skilled nursing facility located in Birmingham, Alabama

Dear Mr. Matthews:

In accordance with your request, Health Trust LLC ("Health Trust") is pleased to submit this proposal to conduct a self-contained, full narrative appraisal of the aforementioned property, identified as follows:

Jefferson Rehabilitation and Health Center
200 North Pine Hill Road
Birmingham, AL 35217

This proposal sets forth the scope of our work, client supplied data and the time requirements and fees associated with our services. Once you have reviewed this, please feel free to contact us with any additional questions you may have. It is understood that the appraisal report is intended to be used for potential financing purposes.

SCOPE OF SERVICES

The scope of services for this engagement will include inspecting the subject properties as well as completing the required research and analysis, including identifying competitive properties, determining prospective rental rates, entrance fees, market expenses, stabilized occupancy levels, primary market area(s), quality of care levels, double occupancy, and any other pertinent data regarding operations. Our estimates of value will be based on the highest and best use of the property, considering the normal marketing period and conditions of the marketplace.

REQUIRED MATERIAL

The timing of the engagement is conditioned upon the receipt of the information listed in Attachment B before beginning the appraisal. Health Trust reserves the right to modify its delivery date and fee where significant delays are encountered.

ENGAGEMENT TEAM

For efficiency in communication, Anthony Carter will act as engagement coordinator. The following are the principal professional staff who will be involved in the engagement. Detailed individual qualification summaries are included in Attachment C.

Alan Plush, MAI

Anthony W. Carter

PORTFOLIO EXPERTISE

It is our opinion that very few firms possess the ability and demonstrated expertise to complete portfolio assignments for healthcare and senior housing assets. Portfolios require both logistical and valuation oversight and coordination. While many firms possess the ability to coordinate from a logistical perspective, very few have demonstrated success at coordination from a valuation perspective. I have included as an addendum a list of portfolio engagements that we have completed in the healthcare and senior housing industries. I am also happy to provide client names and phone numbers for verification of this crucial element in your decision making process.

PROFESSIONAL FEES

Health Trust's professional fees are based on our estimate of the engagement's complexity and the staff time required. Our cost and ultimately our fee, are heavily dependent upon your cooperation and assistance in obtaining the information required to complete this engagement. Our professional fee for the engagement will not exceed \$4,500 for the written appraisal.

Directly related job expenses including travel, long-distance telephone calls, and other out-of-pocket expenses are included in this fee estimate. The base fee includes typical liaison with the client. Any additional meetings will be billed at our standard hourly rate in addition to the base fee.

Three copies of our report will be furnished within this fee structure. Additional copies will be provided at \$250.

BILLING

We will invoice you for the balance of the professional fees and related expenses upon delivery of the final report. Invoices are payable upon presentation.

TIMING

Assuming timely receipt of the required materials, we estimate it will take four weeks or 30 days to complete this engagement.

CONDITIONS OF OUR WORK

The appraisal will be prepared in accordance with and is subject to our Standard Conditions as defined in Attachment D. Special Conditions unique to the subject properties may be added as required.

ACCEPTANCE PROCEDURES

We appreciate the opportunity to present this proposal to you. We trust the information contained in this proposal is satisfactory for your purposes. However, if clarification is required on any matter covered herein, please do not hesitate to contact Anthony W. Carter at (205) 320-7523.

If this letter correctly states your understanding of the work to be performed, please sign the enclosed confirmation copy and return it to us, as your authorization for us to proceed with the assignment.

We are grateful for this opportunity to be of service.

Sincerely,

Health Trust LLC

By: Anthony W. Carter

ACCEPTED BY:

Bettye Fine Collins, President

Jefferson County Commission

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

Jun-22-2010-580

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that due to the breakdown of certain equipment, to wit: the breakdown of the Bird Centrifuge CP3084, which threatens the health, safety, convenience and welfare of the community, that pursuant to the Alabama competitive bid law statute ' 41-16-53 an emergency exists therefore suspending the usual and customary requirements of said bid law. In light of said emergency, the Commission President is authorized to enter into a contract not to exceed Five Thousand and no/100 (\$5,000.00) Dollars with Andritz Separation, Inc. 1010 Commercial Boulevard South, Arlington, Texas 76001.

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

Thereupon the Commission Meeting was adjourned to meet Tuesday, June 29, 2010, at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk