

STATE OF ALABAMA)

JEFFERSON COUNTY) October 19, 2010

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

District 1 George F. Bowman

District 2 Shelia Smoot

District 3 Bobby Humphries

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Carns seconded by Commissioner Humphries that the Minutes of October 12, 2010, be approved. Voting "Aye" Carns, Humphries, Bowman, Collins and Smoot.

Oct-19-2010-977

".... And they said, Let us rise up and build. So they strengthened their hands for this good work."

-Nehemiah 2:18

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, it is indeed a privilege to honor and celebrate the commitment and dedication of community leaders in Jefferson County; and

WHEREAS, a leader is a person who guides others toward a common goal, showing by example, and creating an environment in which others feel actively involved in the entire process; and

WHEREAS, as a leader, you have shown a great deal of passion for educating others on the importance of building strong relationships within the community; and

WHEREAS, you have exemplified the characteristics of a person with outstanding moral and ethical standards by being a voice for those who would not have been heard; and

WHEREAS, through your efforts, many struggles and oppositions that communities encounter have been resolved; and

WHEREAS, the level of service that you provide to the community is highly regarded and will leave a legacy in Jefferson County for years to come; and

WHEREAS, The Jefferson County Commission wishes to acknowledge, encourage and motivate the dynamic leaders of our community. You are an inspirational role model for a new generation of community leaders.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION OF THE STATE OF ALABAMA that a copy of this resolution is presented to _____ (Shirley Gavin Floyd, Georgia Hampton, Calvin Hayes, Myrna Jackson, Colonel Stone Johnson, Dorothy Malone, Gloria Washington Lewis Randall, Catherine Welch, Louise White, Tommy Wrenn and Mary Wyndom) on October 19, 2010 as our way of honoring the valued services you provide for the community.

Signed by the Jefferson County Commission on the 14th day of October 2010.

Bettye Fine Collins, President

George F. Bowman, Commissioner

Jim Carns, Commissioner

Bobby Humphries, Commissioner

Shelia Smoot, Commissioner

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

A Public Hearing was held to receive comments regarding a proposed amendment to the Zoning Resolution to add a SmartCode Floating Overlay District. Kay Alby, Secretary of the Jefferson County Planning & Zoning Commission and Dr. Michael Fleenor, Heath Officer of Jefferson County spoke to the Commission regarding the SmartCode District.

Oct-19-2010-978

WHEREAS, the Jefferson County Commission is charged, by the adopting resolution of the Zoning Resolution of Jefferson County, Alabama, with promoting the public health, safety, convenience, order, prosperity, and general welfare of the County through zoning and subdivision regulations; and

WHEREAS, in December of 2006, the County Commission directed the Planning & Zoning Commission, with the assistance of the Land Planning & Development Services Department, to begin the process of developing a new Comprehensive Plan for Jefferson County; and

WHEREAS, in August of 2008, the County Commission endorsed the first installment of the new Comprehensive Plan as approved and adopted by the Planning & Zoning Commission; and

WHEREAS, a major component of that Comprehensive Plan focuses on building healthier, livable, more self-sufficient mixed-use neighborhoods and communities rather than simply rezoning individual properties for single-purpose uses; and

WHEREAS, the Comprehensive Plan called for the adoption of new development regulations patterned after the SmartCode, created by Andres Duany and others, as being the best tool for achieving the goals and objectives of the Neighborhood and Community Planning element of the Plan; and

WHEREAS, the Comprehensive Plan itself was based on the principles set forth in the SmartCode, and adoption of a SmartCode constitutes the final step in the implementation of that Plan; and

WHEREAS, the Land Planning & Development Services Department has, through an extensive research and development effort, prepared a version of the SmartCode that is tailored specifically to meet the unique needs and issues of Jefferson County, Alabama; and

WHEREAS, the Jefferson County Planning & Zoning Commission, having duly held a public hearing regarding the proposed SmartCode Floating Overlay District, has recommended that the County Commission amend the Zoning Resolution of Jefferson County, Alabama, to include said District as an option that can be used in lieu of the standard zoning districts and regulations; and

WHEREAS, the Jefferson County Commission has also duly advertised and held a public hearing regarding the proposed SmartCode Floating Overlay District (as amended).

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the SmartCode Floating Overlay District is hereby adopted and enacted as an amendment to the Zoning Resolution of Jefferson County, Alabama, effective this day October 19, 2010.

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

STAFF DEVELOPMENT

Multiple Staff Development

Board of Registrars - 2 participants

Bradley A. Slife	Tampa, Florida	\$915.96
Sameul Hogge	9 th Annual Geo-Elections User's Conference December 7-9, 2010	\$915.96

Community & Economic Development - 14 participants

14 Workforce Staff Members	Birmingham, Alabama Registration to attend 2010 Annual Workforce Conference October 27-29, 2010	\$2,800.00
----------------------------	---	------------

Individual Staff Development

Robin Henderson	Board of Equalization	Bessemer, Alabama AL Appraisal Manual Seminar October 18-22, 2010	\$225.00
-----------------	-----------------------	---	----------

Allen Kniphfer	EMA	Emmitsburg, Maryland E974: NIMS ICS All-Hazard Finance/Admin & E953:NIMS ICS All Hazards PIO T-T-T courses October 11-22, 2010	\$693.20
----------------	-----	---	----------

Allen Kniphfer	EMA	Emmitsburg, Maryland	\$218.12
----------------	-----	----------------------	----------

		E957: NIMS ICS All Hazards Liaison Officer T-T-T course November 7-9, 2010	
Devella Malone	Family Court	Jersey City, New Jersey CJJ National DMC Conference October 23-25, 2010	\$1,078.78
Bobby Pakbaz	IT	Atlanta, Georgia SAP - ADM200 Administration AS Java November 14-19, 2010	\$4,146.86
Natalie Kornegay	Roads & Trans	Pelham, Alabama Introduction to Highway Safety Manual October 13, 2010	\$125.00

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

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

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

1. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM BIRMINGHAM NUCLEAR PHARMACY, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FOR RADIOPHARMACEUTICALS FOR THE PERIOD 10/01/2009 - 09/30/2010. REFERENCE BID #20-10 \$750.00 TOTAL
2. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM PHILIPS HEALTHCARE, FRANKLIN, TN, FOR PURCHASE OF C.T. SCANNER LIGHTSPEED MAINTENANCE FOR THE PERIOD 10/01/2010 - 09/30/2011.
REFERENCE BID #180-09 EST. \$103,600.00 TOTAL
3. GENERAL SERVICES FROM PARTNERS ELEVATOR, BIRMINGHAM, AL, RECOMMENDATION TO AWARD CONTRACT FOR ELEVATOR MAINTENANCE AND SERVICE ON AN AS NEEDED BASIS FOR THE PERIOD 11/01/2010 -10/31/2011.
REFERENCE BID # 138-10 EST.\$120,000.00 TOTAL
4. GENERAL SERVICES FROM KONE INCORPORATED, BIRMINGHAM, AL RECOMMENDATION TO AWARD CONTRACT FOR ELEVATOR MAINTENANCE AND SERVICE ON AN AS NEEDED BASIS FOR THE PERIOD 11/01/2010 -10/31/2011.
REFERENCE BID #138-10 EST.\$120,000.00 TOTAL
5. ENVIRONMENTAL SERVICES WASTE WATER TREATMENT PLANTS FROM KONE INCORPORATED, BIRMINGHAM, AL, RECOMMENDATION TO AWARD CONTRACT FOR ELEVATOR MAINTENANCE AND SERVICE ON AN AS NEEDED BASIS FOR THE PERIOD 11 /01 /2010 - 10/31 /2011. REFERENCE BID #138-10 EST. \$17,000.00 TOTAL
6. COOPER GREEN MERCY HOSPITAL FROM ALABAMA CARD SYSTEMS, BIRMINGHAM, AL, CONTRACT RENEWAL FOR PATIENT CARDS FOR THE PERIOD OR 11/24/2010 TO 11/23/2011. REFERENCE BID #5-10 EST. \$10,000 TOTAL
7. JEFFERSON COUNTY JAIL FROM BOB BARKER COMPANY, INCORPORATED, FUQUAY VARONA, NC, CONTRACT RENEWAL FOR TENNIS SHOES FOR THE PERIOD 11/24/2010 TO 11/23/2011. REFERENCE BID #7-10
EST. \$600.60 TOTAL
8. EMERGENCY MANAGEMENT AGENCY (EMA) FROM AQUATURIS INC. D/B/A SUBSEA TACTICAL.COM, OAKLAND, FL, FOR CONCORD DIVE EQUIPMENT. SAP PURCHASE ORDER # 2000047796 \$12,080.00 TOTAL
9. VARIOUS DEPARTMENTS THROUGHOUT JEFFERSON COUNTY FROM NEXAIR, LLC BIRMINGHAM, AL, CONTRACT RENEWAL FOR OXYGEN ACETYLENE AND OTHER GASES FOR THE PERIOD 11/05/2010 -11/04/2011.
REFERENCE BID # 1-09 EST. \$15,450.00 TOTAL
10. BULK STORES FROM AMERICAN OSMENT, BIRMINGHAM, AL, TO EXTEND CONTRACT FOR 60 DAYS UNTIL THE PROCUREMENT PROCESS IS COMPLETE FOR A NEW CONTRACT ON FEMININE PRODUCTS.
REFERENCE BID #310-07 EST. \$7,636.07 TOTAL
11. PERSONNEL BOARD OF JEFFERSON COUNTY FROM AFFILIATED COMPUTERS SERVICES INCORPORATED, DALLAS, TX, TO PROVIDE HOSTING TO INCLUDE ENTERPRISE APPLICATION AND UPGRADES, MANAGED AND CONSULTING SERVICES FOR PERIOD OF THREE YEARS WITH MONTHLY RATE OF \$16,610.00; EXPIRES 9/30/2013.
REFERENCE BID # 119-10 EST.\$597,960.00 TOTAL

12. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM VULCAN MATERIALS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR EMULSIFIED ASPHALT ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000036234
\$13,000.00 TOTAL REFERENCE BID # 277-07
13. COOPER GREEN MERCY HOSPITAL, FAMILY COURT YOUTH DETENTION, COUNTY JAIL AND JEFFERSON REHABILITATION AND HEALTH CENTER FROM ABBOTT NUTRITION, COLUMBUS, OH, RECOMMENDATION TO AWARD CONTRACT FOR REPETITIVE NUTRITIONAL SUPPLEMENTS PURCHASES FOR THE PERIOD OF 10/1/10 -9/30/11. REFERENCE BID # 194-10 EST. \$64,000.00 TOTAL
14. BULK STORES WAREHOUSE FROM ALABAMA CONSTRUCTION SUPPLY, BIRMINGHAM, AL, RECOMMENDATION TO EXTEND CONTRACT FOR SIXTY (60) DAYS FOR SAFETY SUPPLIES AND RELATED ITEMS UNTIL THE BID PROCESS IS COMPLETE ON NEW CONTRACT. REFERENCE BID # 208-08 EST. \$20,883.86 TOTAL
15. ENVIRONMENTAL SERVICES - LEEDS WWTP FROM JIM HOUSE INCORPORATED, BIRMINGHAM, AL, FOR NEW ROOTS BLOWER FOR DIGESTER. SAP PURCHASE ORDER # 2000047947 \$6,100.00 TOTAL
16. JEFFERSON COUNTY TAX COLLECTOR FROM ROBINSON ADAMS INSURANCE INCORPORATED, BIRMINGHAM, AL, TO PAY FOR NEW BOND/PUBLIC OFFICIAL BOND FOR \$1.9M FOR EFFECTIVE DATE OF 10/1/10 TO 10/1/11. SAP PURCHASE ORDER # 2000047943 EST. \$14,250.00 TOTAL
17. ENVIRONMENTAL SERVICES - LEEDS VILLAGE ELECTRICAL SHOP FROM AMSCO, JASPER, AL, FOR THE REPAIR OF WEMCO PUMP. SAP PURCHASE ORDER # 2000048050 \$7,840.00 TOTAL REFERENCE BID # 109-10
18. COOPER GREEN MERCY HOSPITAL - LINEN DEPARTMENT FROM COMPLETE TEXTILE MANUFACTURING INCORPORATED, OPELIKA, AL, FOR BATH LINEN. SAP PURCHASE ORDER # 2000048069
\$14,440.00 TOTAL REFERENCE BID # 120-09R
19. ENVIRONMENTAL SERVICE - WASTE WATER TREATMENT PLANTS FROM BRENNTAG MIDSOUTH INCORPORATED, BIRMINGHAM, AL, CONTRACT RENEWAL FOR SULPHUR DIOXIDE FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000048094 EST. \$58,500.00 TOTAL REFERENCE BID # 287-08
20. GENERAL SERVICES - ADMINISTRATION FROM U. S. POSTAL SERVICE, BIRMINGHAM, AL, TO PURCHASE POSTAGE FOR POSTAGE METER FOR FISCAL YEAR 2011. SAP PURCHASE ORDER # 2000048065 EST. \$450,000.00 TOTAL
21. GENERAL SERVICES - ADMINISTRATION FROM PITNEY BOWES, LOUISVILLE, KY, TO PURCHASE POSTAGE FOR POSTAGE METER FOR FISCAL YEAR 2011. SAP PURCHASE ORDER # 2000048066 EST. \$750,000.00 TOTAL
22. SHERIFF'S DEPARTMENT - BIRMINGHAM ENFORCEMENT FROM LEADS ONLINE, DALLAS, TX, ANNUAL RENEWAL TO PROVIDE L.E.A.D.S. ONLINE, LAW ENFORCEMENT AUTOMATED DATABASE SEARCH, LEADSONLINE TOTAL TRACK SERVICE FOR THE PERIOD OF 1/1/10 TO 10/31/11. SAP PURCHASE ORDER # 2000048039
EST. \$15,720.00 TOTAL
23. GENERAL SERVICES - PRINT SHOP FROM XEROX CORPORATION, ST. PETERSBURG, FL, FOR LEASE OF XEROX DOCUTECH 6115 PRINT MODULE FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000047994
\$50,321.28 TOTAL REFERENCE BID # 60-06
24. GENERAL SERVICE - PRINT SHOP FROM INTOPRINT TECHNOLOGIES ROANOKE, VA, FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000048003 \$9,175.04 TOTAL REFERENCE BID # 197-10
25. GENERAL SERVICES - PRINT SHOP FROM XEROX CORPORATION, ST. PETERSBURG, FL, FOR LEASE OF XEROX DOCUCOLOR 8000AP AND SCANNER OVERAGE OF BLACK/WHITE COPIES FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000047983 EST. \$103,453.88 TOTAL REFERENCE BID # 161-08
26. COOPER GREEN MERCY HOSPITAL - HOUSEKEEPING FROM STERIS CORPORATION, DALLAS, TX, TO PURCHASE HAND LOTION, HAND GEL AND HAND SOAP FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000048000 \$13,990.75 TOTAL AMERINET CONTRACT # VH10561TR2
27. PERSONNEL BOARD OF JEFFERSON COUNTY FROM LASALLE SYSTEM LEASING, BIRMINGHAM, AL, CONTRACT RENEWAL FOR THE LEASE OF SHARP MX950N COPIER FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000048022, 2000048023 \$13,215.44 TOTAL REFERENCE BID # 231-06
28. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM C. R. BARD, MURRAYHILL, NJ, FOR GROSHONG CATHETER. STANDARD ORDER (HOSPITAL EMERGENCY) \$5,630.00 TOTAL
29. COOPER GREEN MERCY HOSPITAL (CENTRAL SUPPLY) FROM OWENS AND MINOR, BIRMINGHAM, AL, FOR CENTRAL SUPPLY ITEMS. SAP PURCHASE ORDER # 2000048084 \$5,425.66 TOTAL
REFERENCE BID # 170-08
30. COOPER GREEN MERCY HOSPITAL (HOUSEKEEPING) FROM MEADOWOOD INDUSTRIES, BIRMINGHAM, AL, FOR CUBICLE CURTAIN SERVICES FOR THE PERIOD OF 10/1/10 TO 9/30/11. REFERENCE BID # 4-10

\$8,640.00 TOTAL

31. ROADS AND TRANSPORTATION FROM HANSON PIPE AND PRECAST LLC, BIRMINGHAM, AL, RECOMMENDATION TO RENEW CONTRACT FOR ONE ADDITIONAL YEAR, 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000047960 EST \$634,762.50 TOTAL REFERENCE BID # 114-09
32. ROADS AND TRANSPORTATION - KETONA HIGHWAY MAINTENANCE FROM HANSON PIPE AND PRECAST LLC, BIRMINGHAM, AL, FOR OPEN PURCHASE ORDER TO PROVIDE CONCRETE PIPE ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 4/30/11. SAP PURCHASE ORDER # 2000048148 \$45,000.00 TOTAL REFERENCE BID # 114-09
33. ENVIRONMENTAL SERVICES - BARTON LABORATORY FROM IDEXX DISTRIBUTION INCORPORATED, ATLANTA, GA, APPROVAL FOR OPEN PURCHASE ORDER FOR FYI 0/FY11 FOR THE PROCUREMENT OF LABORATORY CHEMICALS. SAP PURCHASE ORDER # 2000048017 \$5,000.00 TOTAL
34. ENVIRONMENTAL SERVICES - BARTON LABORATORY FROM FISHER SCIENTIFIC LLC, ATLANTA, GA, APPROVAL FOR AN OPEN PURCHASE ORDER FOR THE PROCUREMENT OF LABORATORY CHEMICALS. SAP PURCHASE ORDER # 2000048010 \$75,000.00 TOTAL REFERENCE BID # 9-10
35. COUNTY ATTORNEY'S OFFICE FROM WEST GROUP, CAROL STREAM, IL, APPROVAL FOR AN OPEN PURCHASE ORDER FY 10/FY11 FOR LEGAL PUBLICATIONS. SAP PURCHASE ORDER # 2000048147 \$5,000.00 TOTAL
36. ENVIRONMENTAL SERVICES - BARTON LABORATORY FROM ENVIRONMENTAL RESOURCE, ARVADA, CO, APPROVAL FOR AN OPEN PURCHASE ORDER FOR FYI 0/FY11 FOR THE PROCUREMENT OF LABORATORY CHEMICALS. SAP PURCHASE ORDER # 2000048007 \$10,000.00 TOTAL REFERENCE BID # 9-10
37. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM HANSON PIPE AND PRODUCTS, DALLAS, TX, APPROVAL FOR AN OPEN PURCHASE ORDER FOR FY 10/FYI 1 FOR PIPE PURCHASES. SAP PURCHASE ORDER # 2000048144 \$20,000.00 TOTAL REFERENCE BID # 114-09
38. ROADS AND TRANSPORTATION - FLEET MANAGEMENT FROM MCPHERSON OIL COMPANY FUELMAN OF ALABAMA, BIRMINGHAM, AL, OPEN CONTRACT PURCHASE ORDER FOR GASOLINE, DIESEL, ENGINE ADD OIL AND FUEL SERVICES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 TO 9/30/11. SAP PURCHASE ORDER # 2000048150 \$3,600,000.00 TOTAL REFERENCE BID # 110-10

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
10/19/2010

Profit Center	Vendor #	Name	Text	Business Area	Amount	DocumentNo
DISTRICT 2	1021993	ASSOC OF INFORMATION TECH	2011 MBRSHP DUES MAURICE MYERS	INFO TECH: ARCHITECTURAL GROUP	133.00	1900044155
*DISTRICT 2					133.00	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FILL UP PROPANE TANK	R&T: HIGHWAY MAINT-KETONA	23.86	1900044264
DISTRICT 3	1000193	JEFFERSON CO TREASURER	08 CCC - INDUST FIRE - 12 FIRE EXTINGUISHER	EMERGENCY MANAGEMENT AGENCY	441.60	1900044174
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SUPPLIES FROM LOWES; SPRAY GUN; SCREWS	R&T: BRIDGE MAINT/CONSTR	217.30	1900044265
DISTRICT 3	1001813	ST OF AL DEPT OF PUB HEALTH	2011 RADIOACTIVE MATERIAL LICENSE NO 495	R&T: HIGHWAY ENG & CONSTRUCTIO	3,375.00	1900044166
*DISTRICT 3					4,057.76	
DISTRICT 4	1000048	ALABAMA STATE BOARD OF	3091-DOUG HAND MEMBERSHIP DUES	PAYROLL	50.00	1900044046
DISTRICT 4	1000193	JEFFERSON CO TREASURER	STAMPS FOR TAX COLL, TAX ASSESS, BD OF REG	GEN SVCS: ADMINISTRATION	360.96	1900044057
DISTRICT 4	1001466	ERIC R PRUITT	REVENUE- REIMB. MILEAGE-E. PRUITT-9/16-9/20/10	REVENUE	22.28	1900044160
*DISTRICT 4					433.24	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CONDUIT; WIRE; CONNECTORS; CLAMPS	ES: VILLAGE ELECTRICAL SHOP	354.43	1900044262
*DISTRICT 5					354.43	
JOINT RESPON	1002207	LEXISNEXIS MATTHEW BENDER	2010 AL LEGISLATIVE REVIEW	BD OF EQUAL - BHAM STATE	71.71	1900044038
*JOINT RESPON					71.71	
**					5,050.14	

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

Oct-19-1020-979

WHEREAS, a mortgage and Declaration of Restrictive Covenant were executed by Virginia Cook and recorded November 21, 2000 in Instrument Numbers 200013/6921 and 200013/6922 in the Probate Office of Jefferson County, Alabama, Birmingham Division; and

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

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

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

FULL SATISFACTION OF MORTGAGE AND DECLARATION OF RESTRICTIVE COVENANT

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, JEFFERSON COUNTY, ALABAMA, A BODY POLITIC does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by Virginia Cook dated November 22, 2000 in the original amount of \$37,500.00 and recorded in Instrument No. 200013/6921, in the Probate Office of Jefferson County, Alabama, and the undersigned does further hereby release and satisfy said Mortgage and further releases that certain Declaration of Restrictive Covenant executed by Virginia Cook in conjunction with the above referenced mortgage also dated November 22, 2000 and recorded in Instrument No. 200013/6922, in the Probate Office of Jefferson County, Alabama.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed on this the 19th day of Oct., 2010.

JEFFERSON COUNTY, ALABAMA, a body politic

Bettye Fine Collins

President of Jefferson County Commission

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

Oct-19-2010-980

NOW BE IT THEREFORE RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign the Commitment Letter to The Arbors at Ellington, Ltd: This letter conditionally awards an amount not to exceed \$610,000.00 in HOME Program funds to The Arbors at Ellington, Ltd. for the development of forty (40) units of Special Needs Rental Housing (100% Elderly) in the City of Pleasant Grove provided the requirements outlined in the letter are met. Only Federal funds are involved.

JEFFERSON COUNTY COMMISSION
October 12, 2010

The Arbors at Ellington, Ltd. c/o NAHT Alabama, Inc., &
Mercy Properties, Inc., Its General Partners
P.O. Box 907 Rainsville, AL 35906

RE: Proposed Special Needs Elderly Development
The Arbors at Ellington, Ltd.
Pleasant Grove, Alabama

Dear NAHT Alabama, Inc.:

Jefferson County is pleased to inform you that The Arbors at Ellington, Ltd. (hereinafter referred to as "Owner") has been awarded HOME funds for the above referenced development to be utilized as permanent financing for the development of forty (40) units of affordable elderly housing (100% elderly) in the City of Pleasant Grove as described in your Proposal as updated August 10, 2010. This award is contingent upon the following basic terms and requirements:

Amount: \$610,000.00 (not to exceed)
The Owner/Developer has received Low-income Housing Tax Credits and State HOME Program funds from the Alabama Housing Finance Authority (AHFA).

Repayment: Permanent Third Mortgage: \$610,000.00 twenty (20) year cash flow loan at 0.5% interest due in 20 years.
Jefferson County agrees to subordinate the third mortgage to a permanent first mortgage from a private lender in an amount not to exceed \$390,000.00 and a deferred second permanent mortgage from Alabama Housing Finance Authority loan (State HOME Program funds) in the amount of \$1,386,385.00.

Security: The loan must be secured by a third permanent mortgage on the land and the existing or proposed improvements, and an executed assignment of rents and leases. A Land Use Restrictive Covenant (LURA) which specifies compliance with applicable HOME Program regulations must be recorded superior to any other lien or encumbrance. Jefferson County will not subordinate the LURA to the first or second mortgage lender. Jefferson County will cooperate with AHFA in the enforcement of HOME Program requirements.

Disbursement: Funds will be disbursed based upon completion of construction and in accordance with Jefferson County Community Development/Finance Department procedures and will coordinate with the closing of other permanent financing sources.

Requirements: 1. Owner/Developer must have and maintain an award from the Alabama Housing Finance Authority of \$4,017,050 in Low Income Housing Tax Credits and \$1,386,385 in State HOME Funds.

2. This commitment is further contingent upon completion of an Environmental Review and receipt of a release of funds from the U.S. Department of Housing and Urban Development (HUD) under 24 CFR Part 58.
3. Submission to Jefferson County of a copy of your LIHTC/HOME Reservation Documents.
4. Jefferson County will assist the Owner/Developer and its team members in encouraging participation by qualified businesses owned and operated by minorities and women. Jefferson County uses best faith efforts, consistent with applicable federal regulations and executive orders, to fully promote participation and utilization of disadvantaged and historically under-utilized businesses in all areas of housing contracting. Owner/Developer is expected to demonstrate diligence to achieve participation and utilization of MBE/WBE/DBE firms.
5. Approval of complete plans and specifications. All change orders will be submitted to Jefferson County for review and approval.
6. All units must be either handicapped adaptable or fully handicapped accessible.
7. Jefferson County reserves the right to approve any changes to the number of units and bedroom distribution.
8. No units may have more than 2 bedrooms or have a room, such as a den, that can be converted into a 3rd bedroom.
9. Owner/Developer shall provide a transportation and tenant services plan acceptable to both AHFA and Jefferson County. This plan will describe those steps needed to meet the transportation needs of tenants as well as providing a well-rounded social program.
10. Owner/Developer shall provide an emergency monitoring plan for tenants. This plan will be designed to recognize that elderly and disabled tenants have special needs and are more likely to experience health care emergencies than non-elderly individuals.
11. 100% of all units will be occupied by elderly tenants 62 years of age and older whose incomes are at 50% and 60% of area median income as required by HOME Program regulations. The development shall be designated as Senior Housing.
12. Maximum rents are to be approved by Jefferson County.
13. The Arbors at Ellington, Ltd. and the development team must comply with all applicable HOME Program rules and regulations at all times during construction, lease-up and occupancy of the project. Applicable HOME regulations shall be a part of all loan documents.
14. Any changes to the development from the proposal as updated on August 10, 2010 must be approved by Jefferson County.
15. Owner/developer must provide a certified copy of the Limited Partnership Agreement, documentation of the identity of the general and limited partners, any and all articles of incorporation or other organizations documents as applicable, Federal Tax ID numbers, borrowing resolutions, evidence of zoning compliance, as-built appraisal and survey and acceptable title and hazard insurance listing Jefferson County, Alabama as mortgagee and loss payee.
16. All construction must be inspected and approved by the Jefferson County Office of Community & Economic Development (JCOCED). Owner/developer must coordinate and require general and subcontractors to coordinate with JCOCED during construction for progress inspections and documentation of Davis-Bacon compliance. A Certificate of Occupancy must be provided prior to closing.

Attached you will further find the authorizing Resolution approved by the Jefferson County Commission. Please note that more detailed terms and conditions will be specified in the loan closing documents. If you have any questions, please contact Dr. Frederick Hamilton, Director of the Jefferson County Office of Community Development or Mr. Robert S. Newbill, Community Development Specialist at (205) 325-5761.

Sincerely,
 Bettye Fine Collins, President
 Jefferson County Commission

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

Oct-19-2010-981

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins, be and she hereby is authorized, empowered and directed to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama. and Khafra (Engineering), for Brookside Water Line Project (CD09-03J-M03-BSW). The purpose of Amendment No. 1 is to modify paragraph I. (E) 2 and III. (A) in contract dated June 29, 2010. The OWNER shall compensate the ENGINEER a lump sum fee of Ten Thousand Eight Hundred and Eighty Seven and 52/100 Dollars (\$10,887.52) for the Engineering Design Services therein. The payments shall be due and payable upon presentation of an Engineer's invoice. The invoice must be approved by Jefferson County Office of Community & Economic Development. There is no additional cost to the total compensation but an adjustment in compensation to paragraph I. (E) 2 and total compensation and percentages in III. (A). This project is from Program Year 2009.

AMENDMENT NO. 1

This Amendment No. 1, dated , 2010, will modify the Contract dated June 29, 2010 between Jefferson County Alabama (OWNER) and Khafra (ENGINEER) for the Brookside Water Line Project (CD09-03J-M03-BSW) as follows:

Delete Paragraph:

(2)The OWNER shall compensate the ENGINEER a lump sum fee of Eight Thousand Eight Hundred Eighty Seven and 50/100 Dollars (\$8,887.50) for the Engineering Design Services specified herein. The fee shall be payable monthly as partial payments, based on invoices

supporting the percent complete and the payment claimed, to a maximum of 95% upon submission of Bid Documents. The remaining 5% of the fee shall be payable upon completion of all obligations of the ENGINEER under this Agreement. If the OWNER does not make an award of the contract within a reasonable time after the opening of the bids or if the OWNER is unable to advertise for bids within thirty (30) calendar days of the ENGINEER's completion of the requirements of Part I (A), Paragraph 18 and Part I(C), then a portion is mutually agreed upon in writing by both parties. In the event the OWNER chooses not to take bids, then any remaining funds due to the ENGINEER under this contract may be paid upon agreement by the OWNER. Requests for payment shall be submitted on forms required by, and furnished by the OWNER. Said requests shall anticipate twenty (20) days for processing.

Insert Paragraph:

(2) The OWNER shall compensate the ENGINEER a lump sum fee of Ten Thousand Eight Hundred Eighty Seven and 52/100 Dollars (\$10,887.52) for the Engineering Design Services therein. The payments shall be due and payable upon presentation of and Engineer's invoice. The invoice must be approved by Jefferson County Office of Community & Economic Development. The fee is payable based on invoices supporting the percent completed and payment claimed, to a maximum of 95% upon submission of Bid Documents. The remaining 5% of the fee shall be payable upon completion of all obligations of the ENGINEER under this Agreement. If the OWNER does not make an award of the contract within a reasonable time after the opening of the bids or if the OWNER is unable to advertise for bids within thirty (30) calendar days of the ENGINEER's completion of the requirements of Part I (A), Paragraph 18 and Part I(C), then a portion is mutually agreed upon in writing by both parties. In the event the OWNER chooses not to take bids, then any remaining funds due to the ENGINEER under this contract may be paid upon agreement by the OWNER. Requests for payment shall be submitted on forms required by, and furnished by the OWNER. Said requests shall anticipate twenty (20) days for processing.

Delete Paragraph:

III. (A) TOTAL COMPENSATION		
Phase I Environmental	5%	\$ 444.38
Schematic Design Phase	15%	\$ 1,333.13
Design Development Phase	25%	\$ 2,221.88
Construction Documents Phase	50%	\$ 4,443.75
Bidding or Negotiation Phase	5%	\$ 444.38
Additional Services (Geotechnical)		\$ 2,000.00
<u>Observation & Inspection</u>		<u>\$ 3,750.00</u>
Total		\$ 14,637.52

Insert Paragraph:

III. (A) TOTAL COMPENSATION		
Phase I Environmental	5%	\$ 544.38
Schematic Design Phase	15%	\$ 1,633.13
Design Development Phase	25%	\$ 2,721.88
Construction Documents Phase	31.63%	\$ 3,443.72
Bidding or Negotiation Phase 5%		\$ 544.38
Additional Services (Geotechnical) 18.37%		\$ 2,000.03
<u>Observation & Inspection</u>		<u>\$ 3,750.00</u>
Total		\$ 14,637.52

This Amendment in no way alters any other provision of the amended paragraph nor any other provision set forth in the original Agreement between the Owner and the Engineer, other than those specifically cited hereinabove.

ATTEST: JEFFERSON COUNTY, ALABAMA
 Bettye Fine Collins, President
 Jefferson County Commission

ATTEST: Khafra
 Charles Raine, Associate Principal

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

Oct-19-201-982

WHEREAS, Jefferson County, Alabama (County) has applied for and received funding under the United States Department of Housing Community Development Block Grant or CDBG program; and

WHEREAS, Jefferson County authorized in its yearly Annual Plans the use of a portion of its annual grant for Housing Rehabilitation Activities pursuant to 24 CFR 570 of the CDBG regulations; and

WHEREAS, said Annual Plans further authorize the funding of Volunteer Based Housing Rehabilitation Program initiatives allowable as part of its Housing Rehabilitation Activities; and

WHEREAS, it is necessary to extend the term of the existing agreement with Metro-Changers, Inc. and update the compensation language thus enabling Metro-Changer's, Inc. to continue its very successful efforts to address the housing needs of lower income homeowners through the Volunteer Based Housing Rehabilitation Program;

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that Amendment #2 between Jefferson County and Metro-Changer's, Inc. is hereby approved and the Commission President is authorized to sign said Amendment.

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

Oct-19-2010-983

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins, be and she hereby is authorized, empowered and directed to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and Khafra (Engineering), for Muscoda Park Improvement Project (CD09-03F-U02-MPI). The purpose of Amendment No. 1 is to make corrections to the amounts to be paid to the engineer as stated in paragraph I. (E) 2 and III. (A). The payments shall be due and payable upon presentation of an Engineer's invoice. The invoice must be approved by Jefferson County Office of Community & Economic Development. There is no additional cost to the total compensation but an adjustment in compensation to paragraph I. (E) 2 and total compensation and percentages in III. (A). This project is from Program Year 2009.

AMENDMENT NO. 1

This Amendment No. 1, dated _____, 2010, will modify the Contract dated July 6, 2010 between Jefferson County Alabama (OWNER) and The office of Khafra (ENGINEER) for the Muscoda Park Improvements Project (CD09-03F-U02-MPI) as follows:

Delete Paragraph: (2) The OWNER shall compensate the ENGINEER a lump sum fee of Nineteen Thousand Two Hundred Eighty Five and 00/100 Dollars (\$19,285.00) for the Engineering Design Services specified herein. The fee shall be payable monthly as partial payments, based on invoices supporting the percent complete and the payment claimed, to a maximum of 95% upon submission of Bid Documents. The remaining 5% of the fee shall be payable upon completion of all obligations of the ENGINEER under this Agreement. If the OWNER does not make an award of the contract within a reasonable time after the opening of the bids or if the OWNER is unable to advertise forbids within thirty (30) calendar days of the ENGINEER's completion of the requirements of Part I(A), Paragraph 1-8 and Part I(C), then a portion is mutually agreed upon in writing by both parties. In the event the OWNER chooses not to take bids, then any remaining funds due to the ENGINEER under this contract may be paid upon agreement by the OWNER. Requests for payment shall be submitted on forms required by, and furnished by the OWNER. Said requests shall anticipate twenty (20) days for processing.

Insert Paragraph:

(2) The OWNER shall compensate the ENGINEER a lump sum fee of Twenty Two Thousand Three Hundred and 00/100 Dollars (\$22,300) for the Engineering Design Services therein. The payments shall be due and payable upon presentation of an Engineer's invoice. The invoice Must be approved by Jefferson County Office of Community & Economic Development. The fee shall be payable based on invoices supporting the percent complete and the payment claimed, to a maximum of 95% upon submission of Bid Documents. The remaining 5% of the fee shall be payable upon completion of all obligations of the ENGINEER under this Agreement. If the OWNER does not make an award of the contract within a reasonable time after the opening of the bids or if the OWNER is unable to advertise for bids within thirty (30) calendar days of the ENGINEER's completion of the requirements of Part I (A), Paragraph 1-8 and Part I(C), then a portion is mutually agreed upon in writing by both parties. In the event the OWNER chooses not to take bids, then any remaining funds due to the ENGINEER under this contract may be paid upon agreement by the OWNER. Requests for payment shall be submitted on forms required by, and furnished by the OWNER. Said requests shall anticipate twenty (20) days for processing.

Delete Paragraph:

III. (A) TOTAL COMPENSATION

Phase I Environmental	5%	\$ 1,015.00
Schematic Design Phase	15%	\$ 3,045.00
Design Development Phase	25%	\$ 5,075.00
Construction Documents Phase	50%	\$10,150.00
Bidding or Negotiation Phase	5%	\$ 1,015.00
Additional Services (Topo Survey)		\$ 2,000.00
<u>Observation & Inspection</u>		<u>\$11,700.00</u>
Total		\$33,500.00

Insert Paragraph:

III. (A) TOTAL COMPENSATION

Phase I Environmental	5%	\$ 1,115.00
Schematic Design Phase	15%	\$ 3,345.00
Design Development Phase	25%	\$ 5,575.00
Construction Documents Phase	41 %	\$ 9,143.00
Bidding or Negotiation Phase	5%	\$ 1,115.00
<u>Additional Services (Togo Survey)</u>	<u>9%</u>	<u>\$ 2,007.00</u>
Sub Total		\$22,300.00
<u>Observation & Inspection</u>		<u>\$11,200.00</u>
Total		\$33,500.00

This Amendment in no way alters any other provision of the amended paragraph nor any other provision set forth in the original Agreement between the Owner and the Engineer, other than those specifically cited hereinabove.

ATTEST: JEFFERSON COUNTY, ALABAMA
Bettye Fine Collins, President
Jefferson County Commission

ATTEST : Khafra
Charles Raine, Associate Principal

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

Oct-19-2010-984

BE IT RESOLVED by the Jefferson County Commission that the Commission President is hereby authorized to sign the Loan Agreement and other related documents for the HOME funded Hickory Ridge Special Needs Rental Housing Development with JCHA Housing and Development Corporation as set out in the Agreement previously approved by Resolution dated October 20, 2009 and found in the Commission Minutes at Minute Book 158, Page 554 No additional funds are required.

STATE OF ALABAMA
COUNTY OF JEFFERSON

HICKORY RIDGE PROJECT

LOAN AGREEMENT

This Loan Agreement is made this 6th day of October, 2010, by and between JEFFERSON COUNTY, ALABAMA, a County of the State of Alabama ("County" or "Lender"), and JCHA HOUSING AND DEVELOPMENT CORPORATION (hereinafter "Debtor" or "Borrower").

RECITALS

The County has established that certain Affordable Housing Program (the "HOME Program") in an effort to provide affordable, safe and sanitary housing for qualified residents of Jefferson County, Alabama.

The County has obtained funds for the Program under the provisions of the Cranston -Gonzales National Affordable Housing Act (the "Act") which provides for the making of grants by the Secretary of Housing and Urban Development to units of local government with which to provide an Affordable Rental Housing for Special Needs and other programs as defined in the HOME Program and more specifically through the HOME Investment Partnership Program which was created by the United States Government under Title II of the

Cranston-Gonzales National Affordable Housing Act.

JCHA Housing and Development Corporation has entered into certain agreement with Jefferson County, Alabama in regard to the design, construction and development of HICKORY RIDGE on property owned, or to be acquired by JCHA Housing and Development Corporation in the Jefferson County, Alabama area specifically that certain HICKORY RIDGE DEVELOPMENT AGREEMENT (HOME Special Needs Rental Housing for the Elderly) by and between JCHA Housing and Development Corporation and Jefferson County, Alabama dated October 20, 2009, which is incorporated by reference herein as if set out in full (the "Agreement").

This Loan Agreement and the Loan made hereunder is subject to the provisions of the said Act and all applicable federal laws and regulations. Each and every provision of the Act and clause required by federal law to be inserted in this Loan Agreement shall be deemed to be inserted herein, and this Loan Agreement shall be read and enforced as though the Act and the Agreement were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Loan Agreement shall be amended to make such insertion or correction.

Under the terms of this Loan Agreement and in accordance with the HOME Program, the County has agreed to lend to Debtor up to the sum of One Million Seven Hundred Sixty-nine Thousand Six Hundred Seventy-three and 00/100 Dollars (\$1,769,673.00) (the amount of the loan) for the purpose of the development, construction and rental of fourteen (14) residential units located 3900 Industrial Parkway, Birmingham, Alabama 35217 Jefferson County, Alabama, to serve the elderly as set forth under Special Needs as defined by the Jefferson County HOME Program (the "Loan").

AGREEMENT

In consideration of the respective representations, warranties and agreements herein contained, the Parties hereto agree as follows:

Section 1. Amount and Terms of the Loan.

- (a) Subject to the terms and conditions set forth herein and in the promissory note payable to the order of Jefferson County dated the date hereof and in the amount stated herein, including any lawful amendments or extensions thereof, or any past sums advanced under the terms of this Loan Agreement, the County agrees to lend to Debtor the sum of One Million Seven Hundred Sixty-nine Thousand Six Hundred Seventy-three and 00/100 Dollars (\$1,769,673.00) as evidenced by a Promissory Note which shall be dated the date hereof and duly executed by the Debtor in the same amount and payable to the order of the County carrying a one-half percent (0.5%) interest rate whose payments shall be deferred and forgiven on October 5, 2042 provided there have been no defaults under the Loan Agreement, the Agreement, or any of the Financing Documents (referred to as the "Promissory Note or Note").
- (b) Privilege is reserved to the Debtor to prepay at any time without premium or fee, the entire Loan or any part thereof.

Section 2. Security and Source of Payment .The obligation of the Debtor for the payment of this Loan shall be in accordance with the provisions of this Loan Agreement, the Agreement, the Promissory Note, the Mortgage, the Assignment of Rents and Leases, the Declaration of Restrictive Covenant and all other related documents applicable to the said Property each dated the date hereof (together, the "Financing Documents").

Section 3. Authorized Use of the Loan Proceeds. The proceeds of the Loan may only be used for the development and construction of residential units, described on the attached Exhibit "A" (the "Property") to serve the elderly as defined by the Jefferson County HOME Program under Special Needs.

Section 4. Representations and Warranties by the Debtor. The Debtor makes the following representations and warranties as the basis for the undertaking on his/her part herein contained.

- (a) Burdensome and Conflicting Agreements. The Debtor is not a party to any instrument or agreement, or subject to any regulations of any court or governmental body which materially or adversely affects or in the future may (so far as he/she can now foresee) materially and adversely affect the assets or conditions (financial or otherwise), of his/her ability to assure that all of the conditions of the Loan Agreement will be met. Neither the execution and delivery of this Loan Agreement, nor the consummation of the transaction herein contemplated, nor the fulfillment of or compliance with the terms or provisions hereof conflict with or result in a breach of, or constitute a default under and instrument, agreement, judgment or order by which the Debtor is bound or to which the Debtor or any of his/her properties are subject.
- (b) Litigation. There is no action, suit, inquiry, investigation or proceeding pending or threatened against or affecting the Debtor at law or in equity or before or by any court or governmental body which might result in any material adverse change in the properties or assets or in the condition (financial or otherwise) of the Debtor, or which might materially and adversely affect the transactions contemplated by this Loan Agreement or which might impair the ability of the Debtor to comply with his/her obligations hereunder.
- (c) No Defaults. No event has occurred and no condition exists which, upon the making of the Loan would constitute an event of default or which would become such an event of default with the passing of time or with the giving of notice or both. The Debtor is not in default in any respect to any agreement or other instrument to which they are party or by which they are bound, on any judgment, order, rule or regulation of any court or other governmental body applicable to them, to the extent in any such case that the default in question would materially and adversely affect the transactions contemplated by this Loan Agreement or would impair the ability of the Debtor to comply with his/her obligations hereunder.
- (d) Use of the Loan Proceeds. As of the date of this Loan Agreement, the Debtor does not have any plans and is not a party to any

arrangements which, if consummated, would result in any proceeds of the Loan being used by the Debtor other than for the authorized use of the loan proceeds as provided herein. Further, the Debtor warrants that during the term of this Loan Agreement or until such time as all of the terms and conditions of the Promissory Note and Mortgage executed simultaneously herewith have been met, the Debtor will continue to meet all of the conditions of this Loan Agreement.

Section 5. Covenants of the Debtor. Debtor, in consideration of the County making the Loan, represents and warrants as follows:

- (a) that the Debtor's use of the proceeds being borrowed herein has not changed since the execution of the Agreement;
- (b) that the Debtor will purchase all insurance policies as may be required by the County from an insurance company reasonably acceptable to the County and maintain such insurance in effect throughout the terms of this Loan Agreement, such policy to name as a loss payee the County as its interest may appear;
- (c) that the Debtor will pay when due all property taxes assessed against the Property; and
- (d) that the Debtor will use the Property and the loan proceeds disbursed hereunder in accordance with the JEFFERSON COUNTY HOME HOUSING PROGRAM and pursuant to the terms of the Agreement. Borrower will use no other sources of credit to finance such construction without prior written consent from the Lender's Director of Community & Economic Development.
- (e) Debtor, in regard to the utilization of HOME funding, shall made a good faith comprehensive and continuing endeavor to include minority and women-owned businesses in all contracting activities entered into by Debtor to facilitate the provision of affordable housing authorized under the Act or any other Federal housing act applicable to Debtor and as provided in Attachment 1 to the Agreement.
- (f) Borrower will do and perform, or cause to be done and performed, all acts and things necessary and appropriate fully to comply with all of the requirements, terms, and conditions of this Loan Agreement, the Agreement, the Act, and the Financing Documents.
- (g) Borrower will pay all costs and expenses required to satisfy the conditions of this Loan Agreement and the Agreement, including but not limited to, legal fees, advances, recording expenses, surveys, intangible taxes, expenses of foreclosure (including attorney's fees), and similar items.
- (h) Borrower will commence the construction of the improvements on or before October 20, 2010, will cause the construction of the improvements to be prosecuted with diligence and continuity, and will complete the same in accordance with the Plans and Specifications on or before eighteen (18) months following the date of this Agreement, free and clear of liens or claims for liens for materials supplied and for labor or services performed in connection with the construction of the Improvements. Borrower shall have the Property fully leased within twenty-four (24) months following the date of this Agreement. Borrower shall comply with all laws, ordinances or municipal rules, and requirements of public authorities applying to and affecting the construction of the improvements, and shall give the proper authorities all requisite notices relative to such work, and cause to be obtained all necessary permits and licenses with respect thereto without cost to Lender. In the event any necessary permit or license is revoked or subjected to attack by action before any court or other body having or asserting jurisdiction, Lender may refuse to make further advances hereunder until such license or permit is reinstated or such action before a court or other body having or asserting jurisdiction is terminated.
- (i) Borrower will permit Lender, HUD, and the State of Alabama (or its representatives and agents) at any time and from time to time to enter upon the Property and to inspect the improvements; all materials to be used in the construction thereof; and all plans, drawings, and records thereof; all tenant rental records and will cooperate with Lender and its representatives and agents during any such inspection. The person or entity making such inspections shall hold confidential any confidential information received and use or further disclose only as required by law or for the purpose for which it is obtained by Lender, HUD, or the State of Alabama. Borrower must maintain all rental records including, but not limited to, leases and payments, tenant income documentation for a minimum of five (5) years after the termination of the Period of Affordability. Borrower may transfer records to Lender at its option.
- (j) Without the prior consent of Lender, Borrower will not make any change in the Plans and Specifications or construct or cause or permit the construction of any improvements on the Property other than those reflected in the Plans and Specifications or this Agreement.
- (k) Borrower will sign and deliver to Lender such documents, instruments, assignments and other items, and do all further acts necessary or desirable to comply with this Loan Agreement and the Agreement, and will preserve and protect the security and collateral at any time securing the Notes as Lender may reasonably require.
- (l) Borrower will comply with all land use, building, subdivision, zoning, and similar requirements of governmental authorities applicable to the use of the Premises, the construction of improvements, and the operation thereof.
- (m) Borrower will upon the completion of all foundation and footing work required to be performed in connection with construction of the Improvements, furnish Lender, upon request, with the recertification of the survey of the Property to show the location of such foundations and footings. Such survey and/or recertification thereof shall be made at Borrower's expense and shall be prepared by a civil engineer or surveyor designated by Borrower and approved by Lender.
- (n) Borrower will promptly advise Lender in writing of: (1) all litigation, regardless of amount, affecting Borrower or any part of the Property; and (2) all complaints and charges made by any governmental authority affecting the Property or affecting Borrower or its business which may delay or require changes in the construction of the Improvements or impair the security of Lender.
- (o) Borrower shall duly perform and observe all of the covenants, agreements and conditions on its part to be performed and observed

hereunder and under the Agreement and all other Financing Documents.

Section 6. Events of Default and Remedies. The occurrence of any one or more of the following events shall constitute an Event of Default hereunder and shall cause the Debtor to be in breach. Notice of such default shall be given in writing by the County to the Debtor. The notice may be addressed to the Debtor as specified herein or may be posted by regular mail addressed to Debtor's last known address. The Debtor shall have ten (10) days from the date of the said notice to cure the said event of default or shall be deemed in breach of contract. Failure of the County to give notice of the default shall not constitute a waiver of any default. A default under any of the Financing Documents shall be deemed a default under all Financing Documents.

(a) Default.

1. Any use of loan proceeds by the Debtor for any purpose other than as authorized in this Loan Agreement or the Agreement without the County's prior written approval; or

2. Any failure by the Debtor to pay any amounts owed under the Promissory Notes as and when the same shall become due (whether such shall become due at maturity, by acceleration or otherwise); or

3. Any failure by the Debtor in the performance of or breach of any covenant, agreement, provision or warranty made in this Loan Agreement, the Agreement, or the Financing Documents to be filed along with the Mortgages; or

4. Any misstatement, false statement or misrepresentation by or on behalf of the Debtor made hereunder in connection with this Loan Agreement or with regard to any matter concerning this Loan; or

5. The filing of any petition by or against the Debtor under the United States Bankruptcy Code or under any other similar law or statute, or approval by a court of competent jurisdiction of any petition for rearrangement or reorganization of the obligations of the Debtor under any provision of the bankruptcy laws of the United States of America or the State of Alabama; or

6. Any granting by Debtor to any other person as to a right to possession of the Property which does not meet the terms of the Agreement, JEFFERSON COUNTY HOME HOUSING PROGRAM or the terms and conditions of the Cranston-Gonzales National Affordable Housing Act or any other applicable Federal rules and regulations as to use of proceeds herein.

7. Any transfer of title to or interest in the Property to anyone other than the County or a tenant who meets the terms of the JEFFERSON COUNTY HOME HOUSING PROGRAM and the terms and conditions of the Cranston-Gonzales National Affordable Housing Act or any other applicable Federal rules and regulations as to the use of proceeds herein.

8. Any lien is filed against the Property and is not removed within forty-five (45) days thereafter.

9. Any legal or equitable action is commenced against Borrower which, if adversely determined, could reasonably be expected to impair substantially the ability of Borrower to perform each and every obligation under the Agreement and/or Financing Documents and such action is not dismissed or settled within thirty (30) days from filing or Borrower does not, within thirty (30) days from the date of such filing, deliver to the Lender evidence satisfactory to the Lender that such suit is without merit.

10. Borrower makes a general assignment for the benefit of creditors.

(b) Remedies. In the event of default of any of the provisions of this Loan Agreement or the Promissory Notes or any Mortgages securing same, the County may at its option:

1. By written notice to the Debtor, declare the entire indebtedness consisting of all principal thereon due and payable.

2. Seek relief through a Court of Law or Equity for specific performance, damages or injunctive relief, as appropriate.

3. Proceed with any other right or remedy independent of or in aid of the foregoing authority, as it may deem desirable.

4. The County, in its sole discretion, may waive, or otherwise forbear, in whole or in part, its rights to proceed against Debtor for any such event of default through a written instrument executed by the County.

Section 7. Term of Agreement. This Agreement shall be effective on the date hereof and shall continue in effect until all amounts accruing to the County under the terms of this Loan Agreement and under the Promissory Notes and Mortgages shall have been paid in full and all other obligations of the Debtor hereunder shall have been fully discharged. Borrower shall comply with the HOME Program for the entire Period of Affordability and with the Jefferson County HOME HOUSING PROGRAM for the entire Period of Compliance or until such time as it has made payment in full of all amounts accruing to the County under the terms of the Financing Documents, whichever timeframe shall last longer. Restrictions deemed to run with the land will last until the expiration of the respective Period of Affordability and Period of Compliance (as hereinafter defined).

Section 8. Attorneys' Fees and Expenses. The Debtor shall bear the expense of attorneys' fees, probate recording fees, Uniform Commercial Code filing fees and all other expenses incurred by the County in connection with the consummation of this Agreement as agreed upon between the parties. In the event that, as a result of a default or threatened default by the Debtor, the County should employ attorneys or incur other expenses in connection with the enforcement of any Promissory Notes or the Financing Documents, the Debtor will pay to the County reasonable attorneys' fees and other reasonable expenses so incurred by the County.

Section 9. Period of Affordability.

(a) The Debtor understands and agrees that the Property to be purchased (or which has been purchased) is subject to the HOME Investment Partnership Act, 42 U.S.C. Section 12721 et. seq., as amended and in force and effect from time to time. The said HOME

Investment Partnership Act requires compliance with the rules, regulations and requirements of the Act, as promulgated in 24 CFR 92, for a period of twenty-two (22) years from the date this Project is closed out in the IDIS system by the Lender's Community and Economic Development Office (which shall not occur until the Property has been fully leased) ("HOME Period of Affordability"). The Debtor understands that the Property is further subject to the rules and regulations and requirements of Jefferson County, Alabama for a period of ten (10) years commencing immediately following the termination of the HOME Period of Affordability ("Period of Compliance"). The purpose of the HUD Regulations is to make the housing available for subsequent rental to serve the elderly as set forth under Special Needs as defined in the Jefferson County HOME Program.

(b) The Debtor understands that the tenants of the Property purchased with HOME funds must meet certain income requirements during the Period of Affordability. Tenants must also use the Property solely as his/her principal residence. These requirements create certain rental restrictions on the Property.

(c) Although there is no prepayment penalty, the Period of Affordability is not terminated by such prepayment. The restrictions on the Property and Debtor's rental stand for the full Period of Affordability term.

Section 10. Restrictions on Rental. After residential units are constructed on the Property, the HOME Investment Partnership Act sets forth certain regulations and restrictions in regard to continued affordability and rental. Any housing units rented under the HOME Investment Partnership Act utilizing Program funds shall be subject to the continued affordability requirement and rental restrictions as long as the HOME funds are outstanding or until the expiration of the Period of Affordability and the Period of Compliance, whichever occurs later. Transfer of Property shall be subject to Period of Affordability and all applicable HOME Regulations. Rent prices for the residential units constructed on the Property shall be as set forth in the Agreement dated October 20, 2009 and the Pro Forma thereto and in such revised amounts as allowed under HOME program regulations and as published annually by HUD. In no event shall rent prices exceed HUD limits for HOME rental projects.

Section 11. Right of First Refusal. Debtor shall grant to County a right of first refusal on the Property. In the event the Debtor intends to sell, transfer or otherwise convey title to the Property, Debtor shall give County written notice of this intention. This notice shall specifically identify the following: the intended purchaser or transferee, the intended purchase price or other consideration, and the other terms and conditions of purchase or transfer. Attached to the notice shall be a copy of any written offer or agreement pertaining to the conveyance of the Property. County shall have the right of first refusal to purchase the Property for the price and upon the terms and conditions set forth in the Debtor's written notice to County of the intention to sell, transfer or convey.

Within thirty (30) days of receipt of said notice from the Debtor, County shall give written notice to the Debtor of whether County will exercise its right of first refusal. If County exercises its right of first refusal to purchase the Property, County and Debtor shall execute a sales contract to that effect. If County chooses not to purchase the Property or fails to timely exercise its right of first refusal, the Debtor shall be free to convey the Property to the person, for the price and under the terms and conditions set forth in the Debtor's notice of intent to sell, transfer or convey. Provided, however, that Debtor may only convey the Property to a third party who has submitted to the County an acknowledgment and agreement (in such form as approved by County) that it acquires the Property subject to the Period of Affordability and HOME Program and will cooperate with County in full compliance of the HOME Program.

Section 12. Lead Based Paint.

(a) Debtor agrees that the use of lead-based paint on the Property or its improvements is strictly and absolutely prohibited.

Section 13. Miscellaneous.

(a) No failure on the part of the County to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein all cumulative and not exclusive of any remedies provided by law.

(b) This Loan Agreement shall be governed by and interpreted in accordance with the laws of the State of Alabama.

(c) This Loan Agreement shall be binding upon the Debtor, its successors and assigns, and shall inure to the benefit of the County, its successors and assigns, provided however, the Debtor shall not be dismissed or otherwise released of his/her obligations under this Loan Agreement except with the written approval of the County.

(d) This Loan Agreement and the Financing Documents executed concurrently herewith are the entire agreement of the parties and shall constitute a part of the Promissory Note and Mortgage securing the subject Loan to the Debtor as fully and to the same extent as if incorporated therein. Default under any condition or provision of this Loan Agreement shall constitute a default under the conditions and provisions of said Financing Documents. This Loan Agreement supersedes any and all prior negotiations and agreements between the parties

Loan Agreement relating thereto, and may be amended only by a writing signed by all the Parties hereto.

(e) Each of the covenants and agreements contained herein shall be deemed separate, severable and independent, and in the event any part or provision of this Loan Agreement should be declared invalid by any court of competent jurisdiction, such declaration shall not in any manner affect or impair the validity or enforceability of any other part or provision thereof.

(f) Unless applicable law provides otherwise, all notices, requests and demands hereunder shall be in writing and shall be deemed to have

been duly given if delivered in person or mailed by first class mail, to the parties hereto at their respective addresses set forth below, or to such other address as either party hereto shall designate to the other in a written notice;

If to the Debtor:

JCHA Housing and Development Corporation
3700 Industrial Parkway
Birmingham, Alabama 35217

If to the Lender:

Jefferson County, Alabama
Office of Community & Economic Development
716 Richard Arrington Jr. Blvd. North Suite A-430
Birmingham, Alabama 35203

- (g) In all instances regarding notice and approval, the Lender's Director of Community & Economic Development shall represent the Lender.
- (h) The definitions set forth herein include both singular and plural and wherever so used are intended to cover all genders.
- (i) Section headings are inserted for convenience of reference only and shall be disregarded in the interpretation of this Loan Agreement.
- (j) This Loan Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. No amendment or modification of its terms is permitted except through an instrument in writing signed by all parties.

IN WITNESS WHEREOF, the County and the Debtor have caused this Loan Agreement to be executed and attested, all by their duly authorized officials, in three counterparts, on the day of October, 2010.

JEFFERSON COUNTY, ALABAMA:

Bettye Fine Collins, President
Jefferson County Commission

DEBTOR:

JCHA HOUSING AND DEVELOPMENT CORPORATION

Jane Bailey, President

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

Oct-19-2010-985

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and The Board of Trustees of The University of Alabama for the University of Alabama at Birmingham, School of Health Professions for Cooper Green Mercy Hospital to provide clinical education for Medical Technology and Clinical Laboratory Science students. This is a no cost agreement.

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

Oct-19-2010-986

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Hospital and the following to provide respite care and pain management/pain alleviation for persons having terminal illness. These revenue generating agreements.

Alacare Home Health, LLC Countyside Hospice Hospice Services of Alabama New Beacon Hospice

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

Oct-19-2010-987

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Contract Extension between Jefferson County, Alabama and Lisa Mullins to provide registered therapeutic dietician services for HIV patients for FY10-11 in the amount of \$20,000. No additional funds required.

CONTRACT EXTENSION

This contract Extension by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital," and LISA MULLINS, hereinafter referred to as the "Contractor," is hereby effective on October 1, 2010 as follows:

WITNESSETH:

WHEREAS, the Jefferson County Commission desires to extend this Contract; and,

WHEREAS, the Contractor desires to extend this Contract.

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

The Contract between the parties entered into on the 1st day of October, 2009, which was approved by the Jefferson County Commission on August 04, 2009, and recorded in Minute Book 158, Page(s) 304-305, is hereby extended as follows:

Item 03. Extend the completion dated of this contract from October 1, 2010 to September 30, 2011.

All other terms and conditions of the original contract remains the same.

Jefferson County Commission
Bettye Fine Collins, President

Cooper Green Mercy Hospital
Sandra Hullett, MD
CEO/Medical Director

Contractor
Lisa Mullins

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

Oct-19-2010-988

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Contract Extension between Jefferson County, Alabama and Behavioral Health Concepts of Alabama, Inc. to provide geriatric psychiatric services for FY10-11 in the amount of \$580,260. No additional funds required.

CONTRACT EXTENSION

This contract Extension by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital," and BEHAVIORAL HEALTH CONCEPTS OF ALABAMA, INC. hereinafter referred to as the "Contractor," is hereby effective on October 01, 2010 as follows:

WITNESSETH:

WHEREAS, the Jefferson County Commission desires to extend this Contract; and,

WHEREAS, the Contractor desires to extend this Contract.

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

The Contract between the parties entered into on the 19th day of August, 2009, which was approved by the Jefferson County Commission on September 08, 2009, and recorded in Minute Book 158, Page(s) 400 - 404, is hereby extended as follows:

Article IX: Extend the completion dated of this contract from October 01, 2010 to September 30, 2011.

All other terms and conditions of the original contract remains the same.

Jefferson County Commission
Bettye Fine Collins, President

Cooper Green Mercy Hospital
Sandra Hullett, MD
CEO/Medical Director

Behavioral Health Concepts, Inc.
Fred W. Delloye, President

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Professional Medical Services, Inc. to provide transcription services beginning August 16, 2010 and ending August 15, 2011 in the amount of \$9,500. No additional funds required.

AGREEMENT FOR MEDICAL TRANSCRIPTION

This agreement entered into by and between PROFESSIONAL MEDICAL SERVICES, INC., (herein referred to as "PMSI") and Jefferson County Commission, Alabama d/b/a COOPER GREEN MERCY HOSPITAL (herein referred to as "CGMH"). The effective date of this agreement shall be August 16, 2010

WHEREAS, CGMH has requested PMSI to cover medical transcription for their dictation system, and

WHEREAS, PMSI desires to provide medical transcription coverage CGMH as outlined herein.

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services herein after set forth provided there is no Merit System or Classified employees available to fill this position.
2. SCOPE OF SERVICES: The Contractor shall perform all necessary professional services provided under this Contract as required by the Hospital. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:

Required Objectives:

- a) PMSI will cover all transcription per CGMH request.
- b) PMSI will interface with CGMH's Winscribe Dictation System.
- c) Turnaround Time for reports will be 24 - 48 hours.
- d) A help desk and/or technical support number will be available at all times, 24 hours a day/7 days a week.
- e) PMSI will communicate with Medical Records, physicians, and all essential personnel. Phone numbers and e-mail addresses of the PMSI management team will be given to all parties involved.

Quality Assurance: The following measures are taken to achieve the ultimate goal of PMSI, which is to provide medical transcription of unsurpassable quality:

- a) Each MT will work toward established performance standards; i.e., percentage of jobs sent for forced proofreading, overall accuracy score, etc.
- b) The quality analysis (QA) editor compiles "per-batch" reports regarding each MT's performance, i.e. accuracy, line count, etc.
- c) "Per-batch" feedback regarding accuracy rate and specific transcription errors are shared with each Individual transcriptionist so that he/she may chart his/her progress.
- d) Questions or concerns regarding the daily reports will be resolved by the Director of Transcription Services or lead MT.
- e) Monthly reports are generated to summarize and quantify the information which is collected daily.
- f) New employees are proofread 100% until the Transcription Manager determines that they are producing correctly formatted work at 98% or higher accuracy.
- g) Failure to achieve 98% accuracy for two consecutive pay periods may result in the MT being put on probation. Failure to achieve 98% accuracy by the end of the period of probation may result in dismissal.
- h) The AAMT Book of Style will be used as a reference guide for formats and style questions. Each MT is required to refer to this book and other specified reference books, per account assignment.
- i) Each MT will maintain a current pharmaceutical reference, spell check program, grammar check program, and medical dictionary.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall be available to render transcription services to the Hospital at any time after the effective date of this Contract. The Contract shall end on August 15, 2011.

4. COMPENSATION: The Contractor shall be compensated for services rendered as follows:

- a) The Contractor shall be compensated for the dictation and transcription services at a rate of \$.14 (14 cents) per transcribed line (65 characters).
- b) Invoices will be generated and delivered on the 1st and 15th of each month. Invoices should be paid within 15 days by CGMH. CGMH agrees that any amount not paid within 15 days of receipt shall incur a late charge of 1.5% per month interest until paid in full.

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

6. CONFIDENTIALITY: Both Contractor and County agree to abide by all federal, state and local laws pertaining to confidentiality and disclosure with regard to all information and records obtained or reviewed in the course of providing services. Neither party to this

Agreement shall use the name of the other party in any promotional or advertising material without the prior written consent of the other party.

7. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 The parties to this Contract agree to comply with those provisions of the Health Insurance Portability and Accountability Act of 1996 set forth in Title XI, Part C of the Social Security Act (42 U.S.C. 1320d-1329d-8) and the regulations thereunder (45 C.F.R. Parts 160, 162 and 164) as amended, or any successor law, if and to the extent applicable, which set forth standards for electronic transactions and standards for security and privacy of individually identifiable health information. All medical records and other individually identifiable health information disclosed to the parties, in any form, whether communicated electronically, on paper, or orally, shall be protected from unlawful disclosure in accordance with applicable federal and state law. Contractor will be required to sign a Business Associates Agreement agreeing to abide by the HIPAA Act of 1996.

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

9. NOTICES

All notices required to be given hereunder shall be in writing and sufficient if personally delivered or sent by Certified or registered mail, return receipt requested, postage prepaid, addressed to the last known address of the party to whom such notice is to be given.

Hospital: Cooper Green Mercy Hospital
1515 6th Avenue South
Birmingham, AL 35233

Contractor: Professional Medical Services, Inc.
P.O. Box 638
Cullman, AL 35056
(931)565-3122

Notice shall be deemed given on the date of personal delivery or if by mail, upon deposit in the United States mail in accordance with this paragraph.

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

11. TERMINATION OF CONTRACT: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and acceptable work executed in accordance with the Agreement prior to the effective date for termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

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

13. Governing Law: 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.

14. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no charge of any term or provision of the Contract shall be valid or binding unless so amended shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.

15. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date.

16. CORPORATE INTEGRITY AGREEMENT: PMSI represents and warrants that as of the date of this Agreement: (i) it is not excluded, debarred or otherwise ineligible to participate in Medicare, Medicaid or any other federal or state healthcare programs or in any federal or state procurement or non-procurement programs; or (ii) has not been convicted of a criminal offense related to the provision of federal health care items or services, that could lead to debarment or exclusion.

Further, PMSI agrees to immediately notify the other party to the Agreement in the event the foregoing representation and warranty is no longer completely accurate. Further, PMSI acknowledges and agrees this is a material term of the Agreement and any breach or nonfulfillment of same will entitle the other party to Immediately terminate this Agreement.

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

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

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

This agreement is effective the 16th day of August, and signed on this day of 2010.

COOPER GREEN MERCY HOSPITAL PROFESSIONAL MEDICAL SERVICES, INC.
S ndrai Hullett, MD Amy R. Garnett
CEO/Medical Director Vice President Professional Medical Services, Inc.

JEFFERSON COUNTY, ALABAMA
Bettye Fine Collins
President
Jefferson County Commission

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

Oct-19-2010-990

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and MediSolutions, Inc. to provide IT services beginning January 1, 2010 and ending December 31, 2010 in the amount of \$11,476. No additional funds required.

CONTRACT NO. 111-08

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 21st day of June, 2010, by and between Jefferson County Alabama hereinafter called "the County", and MediSolution (2009) Inc., hereinafter called "the Contractor". The effective date of this agreement shall be January 1, 2010.

WHEREAS, the County desires to contract for professional services for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto ages to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Jefferson County's Request for Bid No. 111-08. The Bid describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The bid response and support agreement from MediSolution (2009) Inc. constitutes essential components of this Contract and is adopted herein by reference. Those three components and this CONTRACT document constitute the entire agreement between the parties. The Scope of Services are as follows:

No. Item	Description	Quantity	Unit Price	Montant Amount
QSU872-01	Virtuo Human Resource Personnel	1	US \$7,980.00	US \$7,980.00
QSU872-03	Virtuo Human Resource Recruitment	1	US \$3,496.00	US \$3,496.00
Grand Total				\$ 11,476.00

Note: Refer to Support Agreement for coverage details.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render

professional services to the Department of Information Technology at any time after the effective date of this Contract. The Contract term expires on December 31, 2010, with the option to renew for a period of up to two (2) additional 1 year terms.

4. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

5. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material 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 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.

6. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.

7. **COMPENSATION:** The Contractor shall be compensated for the annual maintenance and support a sum of \$11,476.00; payment terms are Net 30.

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

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

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

11. **TERMINATION FOR CONVENIENCE:** Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

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

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

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

15. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to

the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

16. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

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

COOPER GREEN MERCY HOSPITAL

Sandral Hullett, MD
CEO/Medical Director

WITNESSES:

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President
Jefferson County Commission

MediSolution

_____, General Manager

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

Oct-16-2010-991

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Medsphere Systems Corporation to provide clinical health information system and financial/revenue cycle enterprise system utilized throughout Cooper Green Mercy Hospital including clinics and satellite offices in the amount of \$2,565,485 for a five year period, to be paid \$128,000 quarterly. No additional funds required.

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

Oct-19-2010-992

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Sanitary Sewer Easement Encroachment Agreement between Jefferson County, Alabama and The City of Birmingham. This agreement grants permissions for the City of Birmingham and its contractor to enter into Jefferson County's Sanitary Sewer Easement to construct, maintain, and use specified Improvements as detailed in Exhibits A, B, D & E of the Agreement for the Railroad Park development. The location of said sanitary sewer easement is within certain real property situated in the SW 1/4 of Section 36, Township 17 South, Range 3 West including Blocks 112-A-112H and Lots 1-4 of Block 126 of Elyton Land Company's Survey. This agreement is to be recorded in Probate and shall run with the land and obligate all such successors and assigns of the City of Birmingham.

SANITARY SEWER EASEMENT ENCROACHMENT AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2010, by and among the CITY OF BIRMINGHAM, ALABAMA, (the "City") and JEFFERSON COUNTY, ALABAMA (the "County") (collectively, the "Parties"). The purpose of this Agreement is to establish the terms and conditions under which the County consents to certain encroachments into their sanitary sewer easement previously granted by the City to the County.

RECITALS:

1. The City is the owner of certain real property situated in the SW 1/4 of Section 36, Township 17 South, Range 3 West including Blocks 112A-112H and Lots 1-4 of Block 126 of Elyton Land Company's Survey in the City of Birmingham in Jefferson County, Alabama (the "Property");
2. The Property is bounded by 1st Avenue South to the south, by 14th Street South to the west, by 18th Street South to the east, and to the north by a line generally lying 85 feet south of a retaining wall that supports main line rail tracks;
3. The City is constructing on the Property a public park and green space known as the Railroad Park (the "RR Park");
4. The City conveyed to the County a sanitary sewer easement (the "Easement Area") in the area within the RR Park (the "Easement Area") as described in the Right of Way Deed recorded in Probate Court of Jefferson County at Book LR200908, Page 20643 ("ROW Deed") by which, on August 20, 2009.
5. The sanitary sewer easement provides that the County will have exclusive use of the Easement Area and the right to operate and maintain its sanitary sewer facilities therein;
6. The sanitary sewer easement requires the City to obtain permission from the County to construct any modifications or improvements to the Easement Area.
7. The City has furnished the County copies of its construction, landscaping and/or other plans for the development of the Property on or adjacent to the Easement Area, such plans being referenced on Exhibit "C" but not attached hereto (the "Construction Documents").
8. Subject to the provisions herein, the County consents to the City (and its contractors) entering the Easement Area for the purpose of constructing, maintaining, and using those structures, encroachments, and improvements thereon that are listed, detailed and contemplated in Exhibits A, B, D & E attached hereto (collectively, the "Improvements");
9. The County agrees to enter into this Agreement with the City to protect its sewer rate payers from responsibility for the Improvements in the event that the County disturbs them when maintaining its sanitary sewer facilities; and
10. If any provision in this Agreement conflicts with that stated in the ROW Deed, the terms herein supercede and control. Except to the extent that the provisions herein conflict with those in the ROW Deed, the provisions in the ROW Deed are reaffirmed.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants, terms and conditions herein contained, the City and the County do hereby agree as follows:

1. Grant to City. Subject to the terms and conditions of this Agreement, the County hereby grants the City (and its contractors) permission to enter the property subject to the sanitary sewer easement and Easement Area to construct, maintain and use said Improvements. These specifically include the placement of gabion retention walls, brick paving, metal edging for asphalt paving and planting beds, sod, flowers, one Princeton American Elm Tree, a 5" concrete sub-surface slab with boardwalk pavers, a stream bed with sandstone/granite slab edging, drainage piping, irrigation piping with valve boxes, and electrical wiring. These Improvements are specifically referenced in Exhibits A, B, D & E. The City acknowledges that, without the written permission of the County, it may not make or place any additional structures, encroachments or features on or within the Easement Area other than those listed, detailed and contemplated in this paragraph and shown within Exhibits A, B, D, & E.

Further, the City acknowledges that the placement of the Improvements does not constitute evidence of any adverse possession by the City of the County's sanitary sewer Easement, nor does that placement constitute any form of waiver or abandonment by the County of all or any part of the Easement, the Easement Area, or the County's rights under the ROW Deed.

2. Use of Surface of Easement Area. County acknowledges and agrees that the City, area citizens, and visitors to the RR Park shall have non-exclusive use of the surface of the Easement Area as a public park and purposes reasonably related thereto, so long as such uses do not interfere with the exercise of County's rights in the ROW Deed and in this Agreement.

3. City's Obligations in Constructing Improvements. At the time of execution of this Agreement, the County has sanitary sewer facilities located under the surface of the Easement Area, as installed by others. In connection with those facilities, the City (or its contractors), at its expense, has installed a protective Cured-In-Place Liner inside the sanitary sewer main from Manhole 1111-045 to Manhole 1111-045B for the purpose of structural stability in preparation for said Easement Area encroachments.

The City and its contractors hereby accept full responsibility for any and all damages to the sanitary sewer main that occurs as a result of the construction of the Improvements. In the course of constructing or maintaining the Improvements, City (and any of its contractors) agrees to exercise extreme caution so as to not damage the existing sanitary sewer line. If any such damage occurs, the City (or its contractor) agrees to (i) provide and pay for a County pre-qualified contractor to perform any necessary repairs to the sewer facilities at the County's

direction, and (ii) require its contractor to provide a performance bond sufficient to pay for the repair to the sewer. The City agrees that the County, exercising its own discretion, shall determine the most appropriate means and methods for performing said repairs.

4. County's Maintenance of Sanitary Sewer Facilities. The County may repair, replace, or maintain its sanitary sewer facilities located in the Easement Area ("County Operations"). In the course of those Operations, the City acknowledges that the County may disturb or damage the Improvements in or along side of the Easement Area. If an encroachment, structure or Improvement at the RR Park blocks access of equipment, the County has the right needed to cross any part of the RR Park to gain perform County Operations in the Easement Area, the City does grant the County access for such equipment to be brought in at a location within the RR Park property that will not unduly or unreasonably disturb or damage the features of the Park that lie outside the Easement Area. The County agrees to use commercially reasonable efforts to limit the disturbance or extent of damage to those Improvements; provided, however, the City agrees that the County, in the exercise of its sole discretion, shall determine the most appropriate means and methods for performing said County Operations.

If the County disturbs or damages the Improvements in the course of its Operations, the County will grade the site back to a natural state and level conditions. Thereafter, the City will be responsible for re-installing and restoring Improvements back to their condition that existed prior to County Operations.

5. Recording. This Agreement shall be recorded in the office of the Judge of Probate of Jefferson County, Alabama.

6. General Terms.

(a) The Parties agree that each are separate and distinct entities, and that neither of the Parties shall be considered to be the agent of the other or have any general authority to enter into any contract, assume or impose any obligation or make any warranties on behalf of the other.

(b) The Parties agree that nothing contained in this Agreement, and no act of any Party, shall be deemed or construed to create any relationship of third party beneficiary hereof.

(c) Nothing contained herein shall be construed to waive the necessity of complying with the terms and conditions of applicable City or County ordinances, or regulations, or as conflicting with the responsibilities of any Party under any applicable local, State or Federal law, or as limiting the rights of any Party to take appropriate action pursuant to such laws or regulations.

(d) This Agreement may be amended or modified only by a written amendment approved and executed by the Parties.

(e) If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the Parties will be construed as if the part, term, or provision was never part of the agreement.

(f) Nothing contained in this Agreement constitutes a waiver of the sovereign immunity of any Party hereto under applicable law.

(g) This Agreement shall become effective following the approval hereof by the respective governing bodies of the Parties and upon the execution by a duly authorized official on behalf of each Party.

(h) The paragraph headings herein are for convenience only and are not to be construed as modifying or governing the language in the paragraph referred to.

(i) Any notice required or permitted by this Agreement shall be personally delivered in writing or deposited with the U.S. Postal Service, postage prepaid, certified and returned receipt requested, and addressed as follows:

To the City:

Director of Planning, Engineering & Permits
2nd Floor City Hall
710 North 20th Street
Birmingham, Alabama 35203

With a copy to:

City Attorney
City of Birmingham
710 North 20th Street, Room 600
Birmingham, Alabama 35203

To the County:

Jefferson County Commission
Director of Environmental Services Department
716 Richard Arrington Jr. Blvd. North
Suite A-300
Birmingham, Alabama 35203

With a copy to:

County Attorney
Jefferson County Commission

716 Richard Arrington Jr. Blvd. North
Room 280
Birmingham, Alabama 35203

(j) This written Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials on the day and year first above written.

ATTEST

Paula R. Smith, City Clerk

ATTEST:

CITY OF BIRMINGHAM, ALABAMA

William A. Bell, Sr., Mayor

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins

Commission President

Approved as to Form by Law Department:

Assistant City Attorney / Date

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

Oct-19-2010-993

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute an agreement between Jefferson County, Alabama and the Alabama Department of Transportation for a permit agreement for the accommodation of utility facilities on public right-of-way for the construction of a 4-inch gravity main sewer in Alabama Highway 75 in the City of Center Point.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement between Jefferson County, Alabama and Hung Huynh - Manager, Huynh Centerpoint, LLC for the construction of a sanitary sewer in the right-of-way of Alabama Highway 75 in the City of Center Point, at no cost to the County.

ALABAMA DEPARTMENT OF TRANSPORTATION
Permit Agreement for the Accommodation of Utility
Facilities on Public Right-of-Way

Project Number:

Permit No.

P.E.

R.O.W.

Utilities

Construction

Maintenance Section

Location of Accommodation: Milepost 3.61 to 3.61

THIS AGREEMENT is entered into this the _____ day of _____, 20____, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the STATE and JEFFERSON COUNTY a Utility hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way

In JEFFERSON County, Alabama, said project or maintenance section being designated as _____, and consisting approximately of the following: approximately 20 linear feet of 4 inch diameter, Class 52 ductile iron sanitary sewer pipe in Alabama Highway 75 ROW in the City of Center Point ; and

WHEREAS, the STATE hereby grants to the APPLICANT approval to cross or locate its facilities on the public right-of-way at the location and in the manner hereinafter set forth:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities on public right-of-way in accordance with plans and specifications of the APPLICANT as approved by the STATE which plans and specifications are hereby made a part hereof by reference.
2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in the Department of Transportation and is hereby a part hereof by reference.
3. The national Manual on Uniform Traffic Control Devices, latest edition, is hereby made a part hereof by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in the Alabama Department of Transportation

at the execution of this Agreement.

4. The Clean Water Act, 1987 and the Alabama Non-point Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto.

The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

5. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1 (a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.

6. The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of \$20,000 to guarantee the faithful performance of this permit contract in its entirety. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be applied to complete and fulfill the permit contract terms.

7. To the fullest extent permitted by law, the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the APPLICANT, anyone directly or indirectly employed by the APPLICANT or anyone for whose acts APPLICANT may be liable.

The term hold harmless includes the obligation of the APPLICANT to pay damages awarded against and legally recoverable from the State of Alabama, or the Alabama Department of Transportation, or its officers, agents, servants, and/or employees in both individual and official capacities whose acts or omissions that were the basis of the liability were performed within the course and scope of their employment.

8. Reimbursement for future relocations of the APPLICANT'S facilities will be in accordance with State law in effect at the time such relocations are made.

9. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities.

10. The STATE in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage to the facilities caused by third parties.

11. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.

12. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

13. The installation of the facilities and related work covered by this Agreement shall be completed within one year from the date shown on this Agreement, otherwise this Agreement becomes null and void. Once work is begun the APPLICANT shall pursue the work continuously and diligently until completion.

14. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway and all right-of-way in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the Alabama Department of Transportation for a period of one year from acceptance by the Department of the completion of work applied for by APPLICANT.

15. The Applicant must provide a copy of the Notice of Registration (NOR) Received issued by ADEM upon receipt of the applicant s Notice of Registration. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOR is not required, Applicant must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

16. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the applicant to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

17. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is SANITARY SEWERS. APPLICANT further stipulates that should this specific use change at any time in the future that the APPLICANT will notify the STATE immediately of the change.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, to be effective on the day and year first above stated.

Jefferson County Commission
Environmental Service Department
Bettye Fine Collins

WITNESS:

RECOMMENDED FOR APPROVAL:

District Manager & Date

Division Engineer & Date

ALABAMA DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

By: _____
Maintenance Engineer / Division Engineer

AGREEMENT

This Agreement entered into this ____ day of _____, 20____, by and between Jefferson County, Alabama (hereinafter referred to as Jefferson County) and Huynh Centerpoint, LLC (hereinafter referred to as Owner).

W I T N E S S E T H:

WHEREAS, Owner proposes to install certain sanitary sewer facilities crossing perpendicular to Alabama Highway 75 near the intersection with 19 TH Avenue NW; and

WHEREAS, the State of Alabama Department of Transportation (hereinafter ALDOT) owns or controls the property (hereinafter state property) and will not authorize Owner to perform such installation but will authorize Jefferson County to install the same; and

WHEREAS, Owner has requested Jefferson County to enter into an Agreement with ALDOT providing for Jefferson County to perform such installation upon the stipulation, that the Owner would actually perform such installation and would indemnify and hold harmless Jefferson County with respect to Owner s performance thereof.

IN CONSIDERATION OF THE PREMISES, the parties agree as follows:

1. The purpose of this subject sanitary sewer installation is to provide sewer services and other related benefits to property owned or controlled by Owner (hereinafter Owner s Benefitted Property) (described on Exhibit B, attached hereto) and Owner hereby acknowledges such benefits as full consideration for all of Owner s obligations herein.

2. Jefferson County shall enter into an Agreement with ALDOT (ALDOT Agreement) for providing for installation of a 4 inch gravity main sewer connecting to an existing Jefferson County sanitary sewer crossing perpendicular to Alabama Highway 75 near the intersection with 19th Avenue NW, which drains to the Five Mile Creek sewer system, copy of the ALDOT Agreement is attached hereto as Exhibit A to this Agreement.

3. Owner hereby acknowledges the satisfactory performance by Jefferson County of Paragraph 2 above. Owner shall do and perform each requirement imposed upon the Jefferson County Commission by the ALDOT Agreement (Exhibit A). Further, Owner hereby agrees to indemnify and hold harmless and defend the Jefferson County Commission, Jefferson County, Alabama, its elected officials and employees from and against any claims, suits, cost, expenses including attorneys fees, loss or damage in any way arising out of the performance or failure of performance of the ALDOT Agreement (Exhibit A) and this Agreement.

4. Owner and Jefferson County agree that this Agreement shall be automatically amended to include any amendment made to the ALDOT Agreement (Exhibit A).

5. The term of this Agreement shall continue so long as any obligation of any nature whatsoever of Jefferson County exists by reason of the ALDOT Agreement (Exhibit A).

6. In the event that the State of Alabama and/or ALDOT requires Jefferson County to maintain, repair or otherwise service any sewer facilities whatsoever serving Owner s benefitted property pursuant to the ALDOT Agreement, the Owner (successors and assigns) agrees to reimburse the County for the cost of any such work.

7. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of Jefferson County and Owner and Owner s successors and assigns. Provided further, the Owner s obligations set forth herein shall be a covenant and attached to the Owner s land which benefits from this Agreement and shall run with the land and obligate all such successors and assigns of Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers this ____ day of _____, 20____.

Huynh Centerpoint, LLC
Hung Huynh - Manager

Jefferson County, Alabama
Bettye Fine Collins, Commission President

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

Oct-19-2010-994

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 Brice Building Company to compensate the Construction Manager for delays caused by voluntary default of McCrory Building Company for the Bessemer Courthouse Expansion Project#51205. Negotiated settlement shifts \$20,000 from McCrory Building Co. to Brice Building's contract. No additional funds required.

AMENDMENT TO CONSTRUCTION MANAGEMENT AGREEMENT

JEFFERSON COUNTY COURTHOUSE COMPLEX

NEW BESSEMER COURTHOUSE

--Recitals--

The undersigned entered into a Construction Management Agreement (The "Agreement") dated April 10th, 2006, with regard to job 51205, Jefferson County Bessemer Jail Addition, Bessemer, AL according to the documents prepared by Giattina Aycock Architecture Studio, Inc. (the "Project"); and

The fee to be paid to the Construction Manager shall be increased by twenty thousand dollars (\$20,000) as compensation for extended overhead costs directly resulting from the voluntary default of the General Works (1 A) contractor. An deductive change order for an equal amount has been offered by the General Works (1A) contractor to reimburse Jefferson County for these charges. As a result of both transactions, this will result in no additional cost to Jefferson County.

Now, therefore, in consideration of the foregoing, and for other valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, it is agreed as follows:

AGREEMENT

1. The foregoing recitals are incorporated into and made a part of this Agreement.
2. The lump-sum amounts for direct personnel expenses and reimbursables attached as a part of this agreement will be modified at the time the GMP is established, only if the durations of such services for the Jefferson County Bessemer Jail Addition have been changed and the project schedule is extended due to no fault of the Construction Manager.
3. The home office overhead and profit as shown in Article 14 for the Jefferson County Bessemer Jail Addition will be modified at the time the GMP is established, only if the value of the construction cost has been changed.
4. This agreement consists of one (1) page plus one (1) attachment (Exhibit A). The agreement shall not be modified in any form except through written amendment. Further amendments shall be agreed upon, signed and executed by both parties.

Executed this 27th day of October, 2010

Owner:

Jefferson County Alabama

Betty Fine Collins, President

Construction Manager:

Brice Building Company, Inc.

_____, VP

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

Oct-19-2010-995

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Change Order No. 1 to the agreement between Jefferson County, Alabama and McCrory Building Company for the Bessemer Courthouse Project #51205 summarizing the total Construction Change Directives and increases the agreement amount by \$645,036.40 (\$11,948,571.40 total agreement amount) and increases contract time by 146 days. No additional funds required.

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

Oct-19-2010-996

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the extension of the contract for interpreter services to Family Court with Avalon Language Services through October 31, 2010, an additional thirty (30) days, to allow completion of the award through the RFP process of a new contract.

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

Oct-19-2010-997

WHEREAS, Jefferson County, Alabama, through the Human Resources Department, has entered into a Broker of Record Agreement with Molton, Allen & Williams, LLC; and

WHEREAS, the Agreement calls for soliciting bids on the behalf of the County for Cooper Green Mercy Hospital for Professional Liability and General Liability Insurance (Malpractice) coverage; and

WHEREAS, Molton, Allen & Williams, LLC did go to the insurance market, solicit bids and negotiate the best price possible on behalf of the County for the above named insurance policy and did select Darwin Select Insurance Company as the best Offeror; and

WHEREAS, the Human Resources Director, Risk Manager and Assistant County Attorney did review, discuss and agree on the coverage needed to properly insure the County's Hospital and Skilled Nursing Facility; and

WHEREAS, the Malpractice Insurance Policy's terms and conditions (declarations, exclusions, conditions and endorsements) were presented to Cooper Green Hospital's CEO, COO, and Director of Quality Management who reviewed, discussed and accepted the coverage as written and offered.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President be authorized to direct the Director of Finance to issue a check to Molton, Allen & Williams, LLC in the amount of \$473,290.00 to cover the cost of Malpractice Insurance for Cooper Green Mercy Hospital as provided by Darwin Select Insurance Company for the period from 10/01/2010 to 10/1/2011.

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

Oct-19-2010-998

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Joe McConnell to fill the unexpired term of Jack Massey on the McAdory Area Fire District Board of Trustees, beginning upon approval and ending December 31, 2011, be and hereby is approved.

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

Oct-19-2010-999

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

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

as prescribed by law, and

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

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

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

Z-2010-015 Stuart C. Adam and Renee Adam, owners. Change of zoning on parcel ID# s 28-35-2-1-15 & 16 in Section 35 Twp 18 Range 2 West from E-1 (Estate) to A-1 (Agriculture) for a family mini-farm (not for wholesale/retail purposes). (Case Only: 2929 Riverwood Lane; Birmingham, AL 35243) (ALTADENA) (7.5 Acres M/L)

RESTRICTIVE COVENANTS: 1. The number of horses shall be limited to no more than one (1) per acre; 2. the farm elements shall be for personal use only (no retail sales or wholesale activity); and 3. no mobile homes shall be permitted on the property.

Motion was made by Commissioner Humphryes seconded by Commissioner Bowman that Z-2010-015 be approved. Voting "Aye" Humphryes, Bowman, Carns, Collins and Smoot.

Oct-19-2010-1000

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

John Leon, Jr., Sheriff's Office was granted a military leave of absence from July 1, 2010 to September 1, 2010, and the amount of pension contributions due John Leon, Jr. is \$545.40 plus the County matching contributions of \$545.40 for a total of \$1,090.80.

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

Oct-19-2010-1001

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Miss Cecilia Barber be denied.

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

Oct-19-2010-1002

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Miss Angela Thompson be denied.

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

Oct-19-2010-1003

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of Attorney J. Tim Coyle o/b/o his client, Miss Flora Thomas be denied.

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

Oct-19-2010-1004

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim of Mr. Daniel Woods be denied.

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

Oct-19-2010-1005

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Mr. Michael Wiggins in the amount of \$723.00 is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Finance is hereby directed to issue a check made payable to Mr. Michael Wiggins in the amount of \$723.00 and forward it to the County Attorney for disbursement.

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

Oct-19-2010-1006

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

AMENDMENT TO AGREEMENT

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

The Agreement by and between Jefferson County, Alabama and Jefferson County Board of Education approved by the Jefferson County Commission on August 10, 2010 (Minute Book: 160; Page:298) is hereby amended as follows:

Amend Paragraph 1 as follows:

"The terms of this Agreement shall begin upon execution of this contract and end September 30, 2011."

Amend Paragraph 4 to add the following:

"The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2011, whichever shall first occur."

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

Jefferson County, Alabama

Bettye Fine Collins, President

Jefferson County Commission

Jefferson County Board of Education

Dr. Phil Hammond, Superintendent

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

Oct-19-2010-1007

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

AMENDMENT TO AGREEMENT

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

The Agreement by and between Jefferson County, Alabama and City of Adamsville approved by the Jefferson County Commission on September 7, 2010 (Minute Book:160; Page: 396) is hereby amended as follows:

Amend Paragraph 1 as follows:

“The terms of this Agreement shall begin upon execution of this contract and end June 30, 2011.”

Amend Paragraph 4 to add the following:

“The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by June 30, 2011, whichever shall first occur.”

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

Jefferson County, Alabama

Betty Fine Collins, President

Jefferson County Commission

City of Adamsville

Pam Palmer, Mayor

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

Oct-19-2010-1008

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

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

W I T N E S S E T H:

WHEREAS, the County recognizes adults of all ages as one of the most valuable resources of the County and services aimed at helping financially needy individuals with quality, comprehensive development services are resources of the County; and

WHEREAS, the County recognizes that quality education and exposure to educational experiences enhances the value of its citizens to themselves and to the community; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end December 31, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$10,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide textbooks for the NEW Options Textbook Lending Library, program materials for seminars, vocational/career assessment materials, printing/ mailing for program advertisement, office supplies for the NEW OPTIONS program at Jefferson State Community College, which is dedicated to helping adults, primarily single parents, to obtain life, educational and job skills which are necessary to support themselves and their families.

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

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

5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and

all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.

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

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Jefferson State Community College

Barbara Holman, Director

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

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

The Commission reconvened with the following members present:

District 1 George F. Bowman

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

District 5 Jim Carns

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

Oct-19-2010-1009

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

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

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

opportunity to voice their approval or raise objections, and

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

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

Z-2010-020 James and Leigh Ann Mount, owners. Change of zoning on parcel ID# 9-16-2-0-25 in Section 16 Twp 15 Range 1 West from C-1 (Commercial) to A-1 (Agriculture) for compliance for a single family residence. (Case Only: 5163 Clay-Palmerdale Road; Pinson, AL 35126) (PALMERDALE) (1.9 Acres M/L)

Motion was made by Commissioner Humphryes seconded by Commissioner Bowman that Z-2010-020 be approved. Voting "Aye" Humphryes, Bowman, Carns and Collins.

Z-2010-022 McCalla Partners, LLC, owners; David T. Stovall, agent. Change of zoning on parcel ID#'s 42-7-1-0-4 and 42-8-2-0-30 in Sections 7 & 8 Twp 20 Range 4 West from A-1 (Agriculture) to R-7 (Planned Unit Development) for expansion of a single family residential subdivision. (Case Only: 4559 Goocher Road and 6739 Whitewing Road; Bessemer, AL 35022) (MCCALLA) (19.4 Acres M/L)

Motion was made by Commissioner Humphryes seconded by Commissioner Carns that Z-2010-022 be approved. Voting "Aye" Humphryes, Carns, Bowman and Collins.

Commissioner Smoot came into Commission Chambers.

Z-2010-017 United States Steel Corporation, owners; Whit Colvin, agent. Change of zoning on parcel ID#'s 31-9-3-0- part of 1 & 31-9-4-0- part of 1 in Section 9 Twp 18 Range 5 West from I-3 (Industrial) to INSTITUTIONAL-1 for an elementary school. (Case Only: 770 McClain Road; Bessemer, AL 35023) (CONCORD) (33 Acres M/L)

RESTRICTIVE COVENANTS: 1. left and right turn lanes shall be provided on Warrior River Road, and a right turn lane on McClain Road, each in accordance with the specifications of the Department of Roads and Transportation; and, 2. sidewalks shall be installed where feasible.

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that Z-2010-017 be approved subject to filing of covenants. Voting "Aye" Humphryes, Smoot, Bowman, Carns and Collins.

Z-2010-018 Jimmy Caddis, Bonnie Gooden, Wanda Graham, and Howard Properties, LLC, owners; Keith Howard, agent. Change of zoning on parcel ID# 38-31-4-0-19 in Section 31 Twp 19 Range 4 West from A-1 (Agriculture) to C-P (Preferred Commercial) for compliance for an existing insurance office. (Case Only: 2154 Eastern Valley Road; Bessemer, AL 35022) (BESSEMER) (0.72 Acres M/L)

RESTRICTIVE COVENANT: a commercial class driveway, designed and constructed in accordance with the specifications of the Department of Roads and Transportation, shall be installed.

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that Z-2010-018 be carried over to the November hearing due to applicant's failure to appear. Voting "Aye" Humphryes, Smoot, Bowman, Carns and Collins.

Z-2010-019 T & L Development and Banktrust, owners; J. Coleman Williams, agent. Change of zoning on parcel ID#'s 43-10-1-0-3 & 43-11-2-0-12 in Sections 10 and 11 Twp 20 Range 5 West from A-1 (Agriculture) to C-1 (Commercial) for a gas station and convenience store. (Case Only: 5900 McAshan Dr; McCalla, AL 35111) (MCCALLA) (1.7 Acres M/L)

RESTRICTIVE COVENANTS: 1. driveways shall be located as shown on the site plan presented at the September 9, 2010 hearing of the Planning & Zoning Commission, and shall be designed and constructed in accordance with the specifications of the Department of Roads and Transportation; 2. the exterior design of the proposed store and canopy, as well as all signage on the property, shall be in accordance with the architectural style and site plan presented at the September 9, 2010 hearing of the Planning & Zoning Commission; and, 3. any additional development, construction or other improvements to be made on either parcel included in this rezoning shall be subject to prior approval by the Jefferson County Planning and Zoning Commission. 4. reversionary clause.

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that Z-2010-019 be approved subject to filing of covenants. Voting "Aye" Humphryes, Smoot, Bowman, Carns and Collins.

Thereupon the Commission Meeting was adjourned to meet Tuesday, October 26, 2010, at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk