

STATE OF ALABAMA)

JEFFERSON COUNTY) January 2, 2007

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

District 1 Larry Langford

District 2 Shelia Smoot

District 3 Bobby Humphryes

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Carns seconded by Commissioner Humphryes that the Minutes of December 19, 2006, be approved. Voting "Aye" Carns, Humphryes, Collins, Langford and Smoot.

Jan-2-2006-1

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Special Meeting of the Jefferson County Commission held on December 28, 2006 at 10:00 a.m. in the Jefferson County Courthouse in Birmingham is hereby acknowledged and confirmed and the following resolutions and actions taken and approved by the County Commission therein are hereby acknowledged, confirmed, ratified and approved.

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

Dec-28-2006-1590-SP-MTG

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the purchase of property by the Black Warrior-Cahaba Rivers Land Trust from BEE Partners, LLC, is hereby approved in accordance with the terms of the attached REAL ESTATE PURCHASE AGREEMENT for a purchase price estimated to be \$499,246.30, subject only to adjustments in the closing statement for taxes and closing costs.

BE IT FURTHER RESOLVED that the Finance Director is directed to issue checks from the SEP sub-account in such amounts and to such payees as set out in the sale closing statement certified by the County Attorney.

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

Dec-28-2006-1591-SP-MTG

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the amendments with BellSouth Business for the Centrex Service for the term of (60) months at the following facilities; Center Point Multi Services Facility, Bessemer Area Facilities, Southern Satellite, Jefferson County Courthouse Birmingham Campus, Roads and Transportation Camp Ketona, Jefferson Rehab & Health Center and General Services Operations Center.

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

Unusual Demand

VENDOR	DESCRIPTION	DEPARTMENT	AMOUNT
J. T. Smallwood - Tax Collector	Payment of Storm Water Fees & Taxes	Roads & Trans	\$36,324.20

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

STAFF DEVELOPMENT

Multiple Staff Development

Sheriff's Department/2 Participants		
Heather Fisher	Birmingham, Alabama	\$495.00
Jennifer Kilburn	Grant Writing USA - Grant Writing Workshop January 11-12, 2007	\$495.00

Sheriff's Department/6 Participants		
Judi McAnally	Tuscaloosa, Alabama	\$125.00
William Steve Morrow	Certified Governmental Accounting Technician Program January 17, 2007	\$125.00
Patricia Lynn Bunt		\$125.00
Patricia Cook		\$125.00
Jana Roberts		\$125.00
Jennifer Kilburn		\$125.00

Information Technology/5 Participants		
Denise Starbird	Birmingham, Alabama	\$400.00
Daniel Johnston	Birmingham Large Users Group Project Management Class January 16-18, 2007	\$400.00
Kim Frith		\$400.00
Bobby Garner		\$400.00
Loyd Gravitt		\$400.00

Individual Staff Development

Angela Johnson	CGH	Washington, D.C. Office of Women's Health December 3-5, 2006	\$908.46
Wayne Mink	Purchasing	Opelika, Alabama ACCMA 2007 Winter Conference January 18-19, 2007	\$196.88
Eddie Woodis	Revenue	Augusta, Georgia Audit Boral Bricks, Inc. February 11-16, 2007	\$956.55
Glenn Anderson	Sheriff's Dept.	Denver, Colorado National Institute of Corrections Large Jail Network Meeting January 28-31, 2007	\$186.00

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

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. COMMISSIONER DIST. #3 FROM MODERN BUSINESS, BIRMINGHAM, AL, TO PURCHASE SAVIN C2525 COPIER.
REFERENCE TAG# 783538 \$10,915.00 TOTAL REFERENCE BID# 251-05
2. FAMILY COURT ADMINISTRATION FROM MODERN BUSINESS, BIRMINGHAM, AL, TO PURCHASE SAVIN C3030 COPIER. REFERENCE TAG# 781194 \$10,515. EA @2 = \$21,030.00 TOTAL STATE BID# T190
3. FAMILY COURT ADMINISTRATION FROM MODERN BUSINESS, BIRMINGHAM, AL, TO PURCHASE SHARP AR455NB COPIER. REFERENCE TAG# 781199 \$7,150.00 TOTAL STATE BID# T190
4. ENVIRONMENTAL SERVICES CAHABA RIVER WWTP FROM CHEMICAL LIME COMPANY, BIRMINGHAM, AL, FOR FOUNDRY LIME - BID 13-07. REFERENCE BID# 13-07 \$70,000.00 TOTAL REFERENCE PO# 258318
5. ENVIRONMENTAL SERVICES VALLEY CREEK WWTP FROM CHEMICAL LIME COMPANY, BIRMINGHAM, AL, FOR FOUNDRY LIME - BID 13-07. REFERENCE BID# 13-07 \$95,000.00 TOTAL REFERENCE PO#

258328

6. ENVIRONMENTAL SERVICES VALLEY CREEK WWTP FROM CHEMICAL LIME COMPANY, BIRMINGHAM, AL, FOR FOUNDRY LIME - BID 13-07. REFERENCE BID# 13-07 \$35,000.00 TOTAL REFERENCE PO# 258315
7. COOPER GREEN HOSPITAL (LABORATORY) FROM SURGIPATH MEDICAL, MILWAUKEE, WI, FOR HISTOLOGY SUPPLIES `07. REFERENCE TAG# 782806 \$5,600.00 TOTAL REFERENCE BID# 35906
8. COOPER GREEN HOSPITAL (GENERAL SERVICES) FROM SOUTHWESTERN COMMUNICATIONS, EVANSVILLE, IN, FOR PM AGREEMENT FOR EXI INFANT PROTECTION SYSTEM. REFERENCE TAG# 782979 \$8,800.00 TOTAL REFERENCE BID# 74-07
9. COOPER GREEN HOSPITAL FROM TRANSFORMANCE TECHNOLOGY, SMYRNA, GA, FOR CHANGE ORDER TO

A
D
D
F
U
N
D
S
T
O
E
XI
ST
IN
G
P.
O.
24
33
99
F
O
R
C
O
N
T
R
A
C
T
O
R
T
O
P
R
O
VI
D
E
DI
C
T

A
T
T
E
N
T
I
O
N
E
Q
U
I
P
M
E
N
T
A
N
D
T
R
A
N
S
C
R
I
P
T
I
O
N
I
S
T
O
T
R
A
N
S
C
R
I
B
E
T
H
E
H
E
A
L
T
H
I
N
F
O
R
M
A
T
I
O

N
D
O
C
U
M
E
N
T
S
G
E
N
E
R
A
T
E
D
B
Y
C
O
O
P
E
R
R
G
R
E
E
N
M
E
R
C
Y
H
O
S
P
I
T
A
L
S
S
T
A
F
F
P
H
Y
S
I
C
I
A
N
S
.

R
E
F
E
R
E
N
C
E
T
A
G

66
31
27

\$3
2,
00
0.
00
T
O
T
A
L

R
E
F
E
R
E
N
C
E
B
I
D

27
8-
05

CONTRACT APPROVED BY THE COMMISSION ON 9-13-05 AT MINUTE BOOK 149, PAGES 184-185

10. JEFFERSON REHABILITATION & HEALTH CENTER FROM CONTINUITY HEALTH CARE, INC., MONTGOMERY, AL, FOR CHANGE ORDER TO ADD FUNDS TO EXISTING P.O. 242893 FOR CONTRACTOR TO PROVIDE TO THE JEFFERSON REHABILITATION & HEALTH CENTER THE SERVICES OF A MEDICAL DIRECTOR TO PROVIDE MEDICAL SERVICES AND CONSULTATION TO THE RESIDENTS AND STAFF AT THE FACILITY.

REFERENCE TAG# 658932 \$50,000.00 TOTAL REFERENCE BID# 205-04

CONTRACT APPROVED BY THE COMMISSION ON 7-6-04 AT MINUTE BOOK 145, PAGES 176-178

11. COOPER GREEN HOSPITAL PHARMACYMETRO WEST FROM PERSE TECHNOLOGIES, BIRMINGHAM, AL, FOR PHARMACY HARDWARE AND SOFTWARE. REFERENCE TAG# 764398 \$15,407.00 TOTAL
REFERENCE BID# 37-07

12. COOPER GREEN HOSPITAL (NUCLEAR MEDICINE) FROM BIRMINGHAM NUCLEAR PHARMACY, BIRMINGHAM, AL, FOR RADIONUCLEAR ISOTOPES. REFERENCE TAG# 777176 \$107,000.00 TOTAL
REFERENCE BID# 62-07

13. JEFFERSON REHABILITATION & HEALTH CENTER FROM AUGMENTATION, INC., BIRMINGHAM, AL, FOR CHANGE ORDER TO ADD FUNDS TO EXISTING P.O. 254457 FOR CONTRACTOR TO PROVIDE TO THE JEFFERSON REHABILITATION & HEALTH CENTER THE SERVICES TO TEMPORARY AS NEEDED NURSING PERSONNEL FOR DIRECT RESIDENT CARE. REFERENCE TAG# 740032 \$100,000.00 TOTAL REFERENCE
BID# 144-03

CONTRACT APPROVED BY THE COMMISSION ON 9-30-03 AT MINUTE BOOK 142, PAGES 543-544

Motion was made by Commissioner Langford seconded by Commissioner Smoot that the Purchasing Minutes be approved.

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

January 2, 2007

Vendor Number	Vendor	Description	Department	Amount
JOINT RESPONSIBILITY				
01	0010268	AMERICAN ACADEMY OF FORENSIC	MEMBERSHIP CHARLIE RICH	SHERIFF: BHAM ENFORCEMENT 145.00
02	0010924	COBBS ALLEN & HALL	OFFICE NOTARY FEE	BD OF EQUALIZATION 63.00
03	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	COMMISSIONER, DISTRICT 73.56
04	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	STORMWATER MANAGEMENT 297.22
05	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	S.E.P. (SUPPL ENVIRONMENTAL) 480.96
06	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	TAX COLLECTOR-BIRMINGHAM 16.66
07	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	STORMWATER MANAGEMENT 5.19
08	0011196	JEFFERSON CO TREASURER	PETTY CASH	LAND DEVELOPMENT 437.91
09	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	LAND DEVELOPMENT 456.17
10	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	COMMISSIONER, DISTRICT 43.54
11	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	SHERIFF: BHAM ENFORCEMENT 509.66
12	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	COMMISSIONER, DISTRICT 99.97
13	0011882	INTL ASSOC OF ASSESS OFFICERS	MEMBERSHIP ANDY SMITH	TAX ASSESSOR BESSEMER 175.00
14	0012234	MATTHEW BENDER & CO	LEXISNEXIS SUPPLEMENTS	BD OF EQUALIZATION 88.70
15	0012530	NATL NEWS DISTRIBUTOR	SERVICES 12/18/05615	TREASURER 115.00
16	0016378	CHARLIE RICHARDSON	TRAVEL REIMBURSEMENT	SHERIFF: SHAM ENFORCEMENT 314.83
17	0017681	LRP PUBLICATIONS	SUBSCRIPTION RENEWAL	SHERIFF: BHAM ENFORCEMENT 257.00
18	0022930	AMERICAN JAIL ASSOC	MEMBERSHIP GLENN ANDERS	SHERIFF: BHAM JAIL 48.00
19	0027304	HEARTWOOD 88 INC	SWMA FEE REFUND 2005	STORMWATER MANAGEMENT 15.00
20	0027304	HEARTWOOD 88 INC	SWMA FEE REFUND 2004	STORMWATER MANAGEMENT 5.00
21	0027670	ASSOCIATION OF ALA TAX ADMIN	MEMBERSHIP ANDY SMITH	TAX ASSESSOR BESSEMER 500.00
22	0034204	DAVE LIVELY	TUITION REIMBURSEMENT	GEN SVCS: ELECTIONS 879.00
23	0037185	WILLIAM YATES	FORENSIC SCHOOL REIMB	SHERIFF: BHAM ENFORCEMENT 5320.00
24	0038178	FBILEEDA	MEMBERSHIP FRANK CLIFTON	SHERIFF: BHAM ENFORCEMENT 50.00
25	0038190	METROPOLITAN CRIMINAL JUSTICE	MEMBERSHIP DUES	SHERIFF: BHAM ENFORCEMENT 800.00
ROADS & TRANSPORTATION				
26	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	R&T: BRIDGE MAINT/CO 599.70
27	0012562	NATIONAL SOCIETY OF PROFESSIONAL	MEMBERSHIP KENNETH BURT	R&T: DESIGN 205.00
28	0012562	NATIONAL SOCIETY OF PROFESSIONAL	MEMBERSHIP STEPHEN FRANKS	R&T: DESIGN 205.00
29	0014949	STEPHEN FRANKS	REGISTRATION REIMBURSEMENT	R&T: DESIGN 90.00
30	0020777	ALLEN W KNIPFER	TRAVEL REIMBURSEMENT	EMERGENCY MANAGEMENT 80.46
31	0034200	NATIONAL SAFETY COUNCIL	SUBSCRIPTION OLIVIA SPOONER	R&T: ADMINISTRATION 25.00
32	0034200	NATIONAL SAFETY COUNCIL	SUBSCRIPTION CAROL THOMAS	R&T: ADMINISTRATION 25.00
33	0034200	NATIONAL SAFETY COUNCIL	SUBSCRIPTION MICHAEL JONES	R&T: ADMINISTRATION 25.00
34	0038179	JAMES P EASTIS	SAFE ROOM GRANT REBATE	EMA GRANT PROGRAMS 2284.91
35	0038180	MOUNTAIN BROOK FIRE	REIMBURSEMENT 05 HOMELAND	EMA GRANT PROGRAMS 7500.00
36	0038180	MOUNTAIN BROOK FIRE	REIMBURSEMENT 03 HOMELAND	EMA GRANT PROGRAMS 10900.25
37	0038181	EMORY HUBBARD	SAFE ROOM GRANT REBATE	EMA GRANT PROGRAMS 1950.00
38	0038182	JAMES F STEADING JR	SAFE ROOM GRANT REBATE	EMA GRANT PROGRAMS 3500.00
39	0038183	WAYNE COONER	SAFE ROOM GRANT REBATE	EMA GRANT PROGRAMS 2100.00
40	0038186	DONALD NIXON	REFUND MISCELL PERMIT	INSPECTION SERVICES 110.00
41	0038189	LINDA MCCONNICO	ROW MAIN ST BRIGHTON	R&T: RIGHT OF WAY 700.00
ENVIRONMENTAL SERVICES				
42	0010202	ALA DEPT OF ENVIRONMENT	CONSTRUCTION REGISTRATION	ES: SANITATION ADMIN 740.00
43	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	ES: VILLAGE ELECTRIC 64.38
44	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	ES: SANITATION ADMIN 802.37
45	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	COMMUNITY DEVWORKFORCE 19.41
46	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	CONSTRUCT SEWER LINE 482.17
47	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	ES: CAHABA RIVER WWTP 238.83
48	0038165	DUNN BUILDING CO	REFUND IMPACT FEES	ENVIRONMENTAL SERVICES 10217.50
49	0038187	VANDA MCCANTS	PAYMENT OF TRACT# 21A	ENVIRONMENTAL SERVICES 500.00
HEALTH AND HUMAN SERVICES				
50	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	CO HOME: PATIENT ACTIVITIES 388.41
51	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	CO HOME: PLANT OPERATIONS 240.00
52	0019598	ALABAMA HOSPITAL ASSOC	MEMBERSHIP SANDRAL HULLETT	CGH: ADMINISTRATION 25805.00
53	0024484	ALABAMA MEDICAID AGENCY	REFUND OVERPAYMENT	CO HOME: ADMINISTRATION 326.00
54	0036943	AMERICAN ACADEMY OF PAIN	SUBSCRIPTION S HULLETT	CGH: ADMINISTRATION 195.00

55	0037592	BHAM BLACK NURSES ASSOC	MEMBERSHIP VICKIE KNIGHT	CO HOME: NURSING SERVICES	175.00
56	0037592	BHAM BLACK NURSES ASSOC	MEMBERSHIP ARGERIA SIMPSON	CO HOME: NURSING SERVICES	175.00
FINANCE AND GENERAL SERVICES					
57	0010266	AMERICAN PAYROLL ASSOC	MEMBERSHIP V MCGREGORY	PAYROLL	165.00
58	0010534	REGIONAL PLANNING COMM	SALARIES, SUPPLIES, UTILITIES, MIS	FINANCE: GRANTS	18539.92
59	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	FINANCE SEWER SERVICE	63.63
60	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	GEN SVCS: ADMINISTRATION	145.20
61	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	GENERAL SERVICES	64.66
62	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	FINANCE ADMINISTRATION	7.09
63	0011196	JEFFERSON CO TREASURER	PETTY CASH JT	JEFF CO SENIOR CITIZEN	10.99
64	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	GEN SVCS: ADMINISTRATION	189.28
65	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	REVENUE	349.94
66	0018398	MICHAEL HUMBER	MILEAGE REIMBURSEMENT	REVENUE	213.84
67	0025055	ALABAMA STAGE PROD	PROVIDE SERVICES	JEFF CO SENIOR CITIZEN	156.09
68	0027300	BOBBY J MANN	SECURITY HOLIDAY CHEER	JEFF CO SENIOR CITIZEN	125.00
69	0032744	TRO/RITCHIE ORGANIZATION	CGH RENOVATION REIMBURSEMENT	GEN SVCS: ADMINISTRATION	318.99
70	0037541	WEST JEFFERSON MASONIC	CLEAN UP FROM ELECTION	GEN SVCS: ELECTIONS	25.00
71	0038184	ROOSEVELT HOWARD	CLAIM FOR DAMAGE	HUMAN RESOURCES	404.63
72	0038191	SHIRLEY WILSON	CLAIM FOR DAMAGE	HUMAN RESOURCES	311.42
INFORMATION TECHNOLOGY					
73	0011196	JEFFERSON CO TREASURER	PETTY CASH TM I	INFORMATION SVCS NET	488.96
74	0012530	NATL NEWS DISTRIBUTOR	MEMBERSHIP WAYNE CREE	INFORMATION SERVICES	215.00
75	0018075	FREDRICKA SNIPES	TRAVEL REIMBURSEMENT	FINANCE ADMINISTRATION	206.47
PERSONNEL BOARD					
76	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	PER BD: TESTING	85.06

Motion was made by Commissioner Langford seconded by Commissioner Humphries that the Unusual Demands be approved.

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

REQUEST FOR CERTIFICATION

General Services - Elections

Laborer I - 4 positions

General Services - Security

Security Officer - 12 positions

General Services - Bessemer

Laborer I

General Services - Maintenance

Maintenance Repair Worker

General Services - Center Point Satellite

Laborer I

General Services - Jail

Laborer I

Cooper Green Hospital - Medical/Surgical

Nursing Student Technician - 2 positions

Cooper Green Hospital - Emergency Room

Nursing Technician

Cooper Green Hospital - Medical Records

Administrative Assistant I

Medical Clerk

Cooper Green Hospital - Linen

Housekeeping Assistant

Tax Assessor - Birmingham

Administrative Assistant III

General Services - Cooper Green Hospital

Security Officer - 6 positions

General Services - Administration

Administrative Services Manager

Coroner- Medical Examiner

Laborer III

Cooper Green Hospital - Linen

Housekeeping Assistant

Cooper Green Hospital - Laboratory

Patient Care Technician

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

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Finance \$1,290,000

Shift funds to purchase hardware for SAP implementation project. No Additional Funds Required.

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

The following Budget Amendment was carried over:

2. General Services/Administration \$68,208.73

Shift funds to cover salary and benefits for remainder of FY07 Budget for Administrative Services Manager position. Annual difference \$90,944.97. No Additional Funds Required.

B. FOR INFORMATION ONLY

Sheriff's Department \$270,000

Rollover funds from FY06 to FY07 that were identified and committed in FY06 to purchase additional vehicles. No Additional Funds Required.

Sheriff's Department \$0

Delete a Sergeants position from Birmingham enforcement. No Additional Funds Required.

Sheriff's Department \$0

Add a Sergeants position from Bessemer enforcement. No Additional Funds Required.

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

Jan-2-2007-2

WHEREAS, Debbie Bowie wishes to be appointed to the Vacation Leave Bank Committee of Jefferson County, beginning Janaury 2, 2006; and

WHEREAS, Debbie Bowie will be replacing Rhonda Blevins whose term expired; and

WHEREAS, Debbie Bowie desires to serve on the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Debbie Bowie is hereby appointed to the Vacation Leave Bank Committee with her term ending January 2, 2009.

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

Jan-2-2007-3

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon recommendation by Robert Henderson, Director of the Environmental Services Department, that Tonya Kelley and Tommy Cleghorn be reappointed to the Product Review Committee beginning October 1, 2006 and ending September 30, 2009, be and hereby is approved.

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

Jan-2-2007-4

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Newfound Creek/Patton Creek Wastewater Pumping Station Improvements 2006, such bids having been opened on October 17, 2006 and listed as follows:

<u>Contractor</u>	<u>Amount Bid</u>
1. Advanced Tank and Construction	\$ 522,000.00
2. DRM Utilities, LLC	\$ 614,000.00
3. Dixon and Murphy, Inc.	\$ 668,800.00

WHEREAS, after tabulation by Hendon Engineering Associates, Inc. and consideration by the Environmental Services staff, it has been recommended that the contract for the Newfound Creek/Patton Creek Wastewater Pumping Station Improvements 2006, be awarded to, Advanced Tank and Construction, in the amount of \$ 522,000.00.

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

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

Jan-2-2007-5

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County and Civil Systems, Inc. for a maximum contract amount of \$100,500.00. This agreement provides for Expert Services for Wastewater Treatment Facility Permit Compliance Assurance.

Agreement For Expert Services For
Wastewater Treatment Facility Permit Compliance Assurance

This AGREEMENT, made this the _____ day of _____, 2006 by and between Jefferson County in the State of Alabama as Party of the First Part, hereinafter referred to as the COUNTY, and Civil Systems, Inc. as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned with payment to be administered by the COUNTY to provide specialized engineering assistance to the COUNTY to ensure that COUNTY wastewater treatment facilities maximize compliance with NPDES permit requirements.

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

ARTICLE I - SCOPE OF WORK

The CONSULTANT, in the accomplishment of work under this AGREEMENT, shall meet the requirements for conformance with the standards and practices of the Jefferson County Environmental Services Department. The goals of the COUNTY and CONSULTANT under this AGREEMENT are to (1) provide expert training services for wastewater facility operators, consistent with training standards established by the Alabama Department of Environmental Management (ADEM); (2) provide expert services to research, prepare, and submit to ADEM the annual Municipal Water Pollution Prevention (MWPP) reports for each COUNTY wastewater treatment facility for calendar year 2006; (3) research EPA requirements for additional COUNTY actions required for compliance with Risk Management Plans (RMPs), Vulnerability Assessments (VAs) and Tier II Reports, recommend courses of action for the COUNTY, and prepare reports as required for submittal to ADEM and/or EPA; and (4) provide research and data analysis services as needed for five-year renewals of NPDES permits for each COUNTY WWTP.

This AGREEMENT includes providing expert training services for COUNTY wastewater treatment facility and collection system operators, and other COUNTY Environmental Services Department staff. The classes provided will assist COUNTY staff in obtaining the necessary training and continuing education hours (CEH's) as required by the Alabama Department of Environmental Engineering (ADEM) Code of Regulations, Division 10. Training classes will be administered primarily at the conference room located at the Shades Valley Complex, or at other COUNTY facilities as appropriate, and will include instructors and training material. The training classes will be consistent with those provided to the COUNTY previously, as well as new subject matter approved by the COUNTY.

Specifically excluded from the scope of work under this AGREEMENT is any actual construction, repair, renovation or maintenance of any component of the COUNTY's sewer system by the CONSULTANT.

SECTION 1 - OBLIGATION OF CONSULTANT TO COUNTY

Under this AGREEMENT, the CONSULTANT will provide the following engineering services:

- A. CONSULTANT will provide an expert-led Operator Training Program to assist COUNTY wastewater treatment operators in obtaining and recording continuing education hours necessary to obtain or maintain the appropriate certification levels.
 1. For the Operator Training Program, CONSULTANT will:
 - a. Develop a list of COUNTY approved training classes from available resources.
 - b. Develop and distribute a detailed schedule showing material to be covered in each training class.
 - c. Provide an expert instructor and all training material for each proposed continuing education course.
 - d. Coordinate with COUNTY staff to conduct each training class at an appropriate COUNTY facility.
 2. The Operator Training Program will consist of approximately twelve (12) to twenty-four (24) training classes of typically four (4) to eight (8) hours per class, provided at approximately one (1) to two (2) classes per month for a period of twelve (12) months.
- B. CONSULTANT will provide expert services necessary to research, compile, analyze data, prepare, and submit to EPA the MWPP reports required for each COUNTY wastewater treatment facility for calendar year 2006. Such reports will be due for submittal to ADEM in May 2007.
- C. CONSULTANT will provide expert services to research EPA requirements for additional COUNTY actions required for compliance with Risk Management Plans (RMPs), Vulnerability Assessments (VAs) and Tier II Reports, recommend courses of action for the COUNTY, and prepare reports as required for submittal to ADEM and/or EPA.
- D. CONSULTANT will provide expert assistance in research and data analysis as needed for five-year renewals of NPDES permits for COUNTY WWTPs.
- E. CONSULTANT will perform other related expert engineering services deemed necessary by the COUNTY.
- F. CONSULTANT will hold periodic meetings with COUNTY staff, as required.

SECTION 2 - OBLIGATION OF THE COUNTY TO THE CONSULTANT

It is understood that the COUNTY will:

- A. Assist the CONSULTANT by placing at their disposal all available information pertinent to the requirements described above.
- B. Designate a project manager to coordinate CONSULTANT's work and to assist as COUNTY's representative with respect to the work to be performed under this AGREEMENT.
- C. Provide access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform its work under this AGREEMENT.

D. Pay for appearances before courts or boards regarding litigation related to the AGREEMENT and/or preparatory work required in connection with such matters. Appearance before courts or boards regarding litigation related to errors or omissions of the CONSULTANT which result in legal proceeding against the COUNTY shall not be charged to the COUNTY and shall not be items eligible for payment by the COUNTY.

E. Examine studies, reports, sketches, opinions of probable cost of construction, proposals, and other documents presented by the CONSULTANT, and render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

F. Give prompt written notice to the CONSULTANT whenever the COUNTY observes, or otherwise become aware of, any defect in the performance of engineering services.

G. Assume all costs of public hearing, if required.

SECTION 3 - CONFERENCES AND VISITS TO SITE

A. Conferences will be held at the request of either the COUNTY or the CONSULTANT to discuss matters pertinent to any phase of the AGREEMENT.

B. Request for visits may be made by the COUNTY or by the CONSULTANT in conjunction with any other party or parties.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

A. The CONSULTANT agrees to start work on the engineering services outlined under Article I of this AGREEMENT within ten (10) days after receipt of written notice from the COUNTY to proceed. The COUNTY will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.

B. All items of work described in Article I, Section 1 of this AGREEMENT will be performed within twelve (12) months of the date of the Notice to Proceed.

C. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.

ARTICLE III - PAYMENT

SECTION 1

A. For services performed by the CONSULTANT under this AGREEMENT, and as full and complete compensation therefore, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise described herein, subject to and in conformity with all provisions of this AGREEMENT, the COUNTY will pay the CONSULTANT as follows: Engineering Services and reimbursable costs in an amount not to exceed \$89,870; Professional Fixed Fee at twelve percent (12%) of the total of Engineering Services and reimbursable costs, not to exceed \$10,630; for a total COST CEILING of One hundred thousand five hundred dollars (\$100,500).

B. The above represents the CONSULTANT'S best estimate of anticipated hours and costs to perform this contract within the Contract Time identified in Article II. Actual contract time will be determined at a later date, which could decrease the above contract amount.

C. The COST CEILING for this AGREEMENT shall not be exceeded except by a formal amendment to this AGREEMENT. Payment shall be made not more often than once monthly, in such amounts as evidenced by the submittal of vouchers and invoices by the CONSULTANT to the Environmental Services Department of the COUNTY, and other evidence of performance as the COUNTY may deem necessary. The COUNTY shall make payment to the CONSULTANT within ten (10) days of receipt of the payment request by the Finance Department.

SECTION 2

The acceptance by the CONSULTANT of final payment shall constitute and operate as a release to the COUNTY for all claims and liability to the CONSULTANT, his representative and assigns for all things done, furnished or relating to the engineering service rendered by the CONSULTANT under or in connection with this AGREEMENT or any part thereof, provided that no unpaid invoice exists because of extra work required at the request of the COUNTY.

ARTICLE IV - MISCELLANEOUS PROVISIONS

SECTION 1 - CHANGES OF WORK

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

Likewise, during the term of this AGREEMENT, any service specified may be deleted and/or reduced at the discretion of the

COUNTY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fees or cost ceiling will be made on a proportionate basis.

SECTION 2 - OWNERSHIP OF ENGINEERING DOCUMENTS

Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the COUNTY all documents and data pertaining to the work or to the AGREEMENT, which material shall become the property of the COUNTY. All original tracings or maps and other engineering data furnished to the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. All data collected and prepared or generated under this agreement between the CONSULTANT and the COUNTY shall be the property of the COUNTY and shall not be released to any other party without the consent of the Director.

SECTION 3 - CONSULTANT'S ENDORSEMENT

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

SECTION 4 - DELAYS AND EXTENSIONS

A. In the event that unavoidable delays prevent completion of the engineering services to be performed under this AGREEMENT in the time specified in Article II - Time of Beginning and Completion, the COUNTY may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within ten (10) days after the alleged delay has occurred.

B. In the event that delays are deemed avoidable by the COUNTY and time extensions are not granted, the CONSULTANT may be subjected to a liquidated damages charge of \$100.00 per day for each calendar day exceeding the time specified in Article II.

SECTION 5 - TERMINATION OR ABANDONMENT

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

B. The COUNTY has the right to terminate this AGREEMENT at its sole discretion upon ten (10) days written notice to the CONSULTANT and make settlement with the CONSULTANT upon an equitable basis in accordance with the following. In determining the final compensation to the CONSULTANT, the COUNTY shall apply the following:

1. No consideration will be given to the profit which the CONSULTANT might have made on the uncompleted portion of the work.

2. If the AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payment previously made.

3. If the AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY confirming all reimbursable costs incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

SECTION 6 - CONTROVERSY

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

SECTION 7 - RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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

General Liability and Property Damage	\$300,000
---------------------------------------	-----------

Automobile and Truck Bodily Injury Liability \$300,000
Workers Compensation Statutory
Professional Liability Insurance (each claim)\$1,000,000

A 30 day notification is required from the insurer to the COUNTY for any current or potential claim against the CONSULTANT that could affect the limits of their policy. Also the CONSULTANT shall notify the COUNTY within 30 days about any present or future claims that could affect their policy limits. The foregoing Indemnity Agreement shall not be limited by reason of any insurance coverage provided.

SECTION 8 - GENERAL COMPLIANCE WITH LAWS

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

SECTION 9 - SUBLETTING, ASSIGNMENT OF TRANSFER

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

SECTION 10 - EMPLOYMENT OF COUNTY WORKERS

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

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

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

SECTION 11 - CONTROL

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

SECTION 12 - CONDITIONS AFFECTING WORK

A. The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope and type of work hereunder and the general and local conditions which can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution of this AGREEMENT, unless such understandings or representation by the COUNTY are expressly stated herein. The CONSULTANT and subcontractors shall maintain all books, documents, papers, accounting records and other evidences pertaining to costs incurred for this project, and make such material available at their respective offices at all times during the contract period and for three (3) years from the date of final payment of COUNTY funds under the terms of the contract, for inspection by the COUNTY, or any authorized representative of the COUNTY government, and copies thereof shall be furnished if requested.

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

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

2. Solicitations of Subcontractor, Including Procurement or Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color or national origin.

3. Sanctions of Noncompliance: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the COUNTY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

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

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

- A. The CONSULTANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of monies available and no liability shall be incurred by the COUNTY beyond the monies available for that purpose.
- B. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of the COUNTY by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the COUNTY, including, but not limited to, Workmen's Compensation coverage or retirement membership or credit.

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Civil Systems, Inc. on the _____ day of _____, 2006, and the COUNTY on the _____ day of _____, 2006.

CIVIL SYSTEMS, INC.

Guy L. Locker, P.E.
President

RECOMMENDED:

Robert C. Henderson
Director of Environmental Services

ATTEST:

Minute Clerk

JEFFERSON COUNTY COMMISSION:

Bettye Fine Collins, President

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

Jan-2-2007-6

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 8-inch gravity and force main sewers in Interstate Highway 459 in the City of Hoover.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement between Jefferson County, Alabama and Charles Givianpour - President, Lake Cyrus Development for the construction of a sanitary sewer in the right-of-way of Interstate Highway 459 in the City of Hoover, 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 8 to 9

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 Commission, Environmental Services Department 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: Installation of approximately 480 linear feet of 8 inch diameter, Class 52 ductile iron sanitary sewer pipe in Interstate Highway 459 ROW in the City of Hoover; 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 Nonpoint 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 \$10,000 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 alleged or proven negligent acts or omissions of the APPLICANT, anyone directly or indirectly employed by the APPLICANT or anyone for whose acts APPLICANT may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or alleged but not legally established to have been caused in whole by a party indemnified hereunder.

The term hold harmless includes the obligation of the APPLICANT to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees

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 caused to the facilities regardless of the cause.

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 SEWER. 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 Services Department

WITNESS:

Betty Fine Collins, President

RECOMMENDED FOR APPROVAL:

District Engineer & 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 Lake Cyrus Development (hereinafter referred to as Owner).

WITNESSETH

WHEREAS, Owner proposes to install certain sanitary sewer facilities crossing perpendicular to Interstate Highway 459 near the intersection with Lake Cyrus Club Drive; and

WHEREAS, the State 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 the State 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. Jefferson County shall enter into an Agreement with the State (ALDOT Agreement) providing for installation of a 8 inch gravity and force main sewers connecting to an existing Jefferson County sanitary sewer crossing perpendicular to Interstate Highway 459 near the intersection with Lake Cyrus Club Drive, which drains to the Valley Creek sewer system, copy of the ALDOT Agreement is attached hereto as Exhibit A to this Agreement.

2. Owner hereby acknowledges the satisfactory performance by Jefferson County of Paragraph 1 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.

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

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

5. Owner agrees that sewer service lines (4 inch or 6 inch diameter) installed in ALDOT Right Of Way will be maintained by the owner or its successor in title.

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

Lake Cyrus Development
Charles Givianpour - President
Jefferson County Commission

Bettye Fine Collins, President

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

Jan-2-2007-7

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 emergency repair and construction of a 4-inch gravity main sewer in U.S. Highway 31 in the City of Fultondale.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement between Jefferson County, Alabama and John E. Bentley - Senior Vice President, Capital South for the construction of a sanitary sewer in the right-of-way of U.S. Highway 31 in the City of Fultondale, 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 281 to 282

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 Commission, Environmental Services Department 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: Installation of approximately 110 linear feet of 4 inch diameter, Class 52 ductile iron sanitary sewer pipe in U.S. Highway 31 ROW in the City of Fultondale; 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 Nonpoint 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 \$10,000 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 alleged or proven negligent acts or omissions of the APPLICANT, anyone directly or indirectly employed by the APPLICANT or anyone for whose acts APPLICANT may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or alleged but not legally established to have been caused in whole by a party indemnified hereunder.

The term hold harmless includes the obligation of the APPLICANT to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees

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 caused to the facilities regardless of the cause.

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 SEWER.

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 Services Department

WITNESS:

Bettye Fine Collins, President

RECOMMENDED FOR APPROVAL:

District Engineer & 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 Capital South (hereinafter referred to as Owner).

WITNESSETH

WHEREAS, Owner proposes to install certain sanitary sewer facilities crossing perpendicular to U.S. Highway 31 near the intersection with Walker Chapel Road; and

WHEREAS, the State 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 the State 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. Jefferson County shall enter into an Agreement with the State (ALDOT Agreement) providing for installation of a 4 inch gravity and force main sewers connecting to an existing Jefferson County sanitary sewer crossing perpendicular to U.S. Highway 31 near the intersection with Walker Chapel Road, which drains to the Five Mile Creek sewer system, copy of the ALDOT Agreement is attached hereto as Exhibit A to this Agreement.

2. Owner hereby acknowledges the satisfactory performance by Jefferson County of Paragraph 1 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.

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

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

5. In the event that the State of Alabama through the State DOT requires the County to maintain, repair or otherwise service any 4 or 6 inch service line installed within State road right of way, the owner agrees to reimburse the County for the cost of any such work performed for the benefit of said owner.

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

Capital South

John E. Bentley - Senior Vice President

Jefferson County Commission

Betty Fine Collins, President

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

Jan-2-2007-8

BE IT RESOLVED by the Jefferson County Commission that the President, Bettye Fine Collins, be and he hereby is authorized, empowered and directed to execute Change Order Number Four (4) to the Construction Agreement for the Brighton Community Center Project (CD01-03E-W01M2-BRI), dated October 21, 2005, between Jefferson County, Alabama and Sunbelt Builders, Inc.

The purpose of Change Order Number Four (4) is to extend the construction time by an additional forty-five (45) calendar days. The new completion date will be December 17, 2006. There is no cost associated with this change order. This project is from the Program Year 2001.

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

Jan-2-2007-9

NOW BE IT THEREFORE RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign a Commitment Letter to Mariwood Village, LP. This letter conditionally awards an amount not to exceed \$667,500.00 in HOME Program funds to Mariwood Village, LP for the development of fifty (50) units of Special Needs Rental Housing (100% Elderly) provided the conditions outlined in the letter are met. Only Federal funds are involved.

January 2, 2007

Mariwood Village, LP
c/o Ms. Judith Van Dyke
730 North Dean Road
Suite 200
Auburn, Alabama 36830

RE: Proposed Special Needs Elderly Development
Leeds, Alabama
Mariwood Village, LP

Dear Ms. Van Dyke:

Jefferson County is pleased to inform you that the above referenced development has been awarded HOME funds to be utilized as permanent financing for the development of fifty (50) units affordable elderly housing (100% elderly) in the City of Leeds as described in your Proposal dated January 10, 2006. This award is contingent upon the project's receiving Low Income Housing Tax Credits and additional HOME funds from the Alabama Housing Finance Authority, and is further subject to the following terms and conditions:

Amount: \$667,500.00 (not to exceed)

Mariwood Village, LP is required to apply for other sources of financing, including Low-income Housing Tax Credits and HOME Program funds from the Alabama Housing Finance Authority, as well as private lender funds as outlined in your Proposal and reflected below.

Repayment: Permanent Third Mortgage: \$667,500.00 amortized at 0.5% interest for 30 years. Interest shall accrue but payments are deferred for 20 years. Principal and interest payments are due in years 21-30. Jefferson County agrees to subordinate to a first mortgage loan from Troy Bank & Trust in an amount up to \$296,260.00 and a second mortgage to the Alabama Housing Finance Authority in an amount not to exceed \$1,335,000.00.

Security: The loan must be secured by a third permanent mortgage on the land and the existing or proposed improvements, equipment, furniture and fixtures and an executed assignment of rents and leases. Property Insurance and a Title Policy are required.

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.

Conditions: 1. Mariwood Village, LP is required to apply for Low-Income Housing Tax Credits (LIHTC) and HOME Program funds from the Alabama Housing Finance Authority (AHFA). All sources of project financing are subject to review and approval by Jefferson County.

2. This commitment is further contingent upon Jefferson County's receipt of its 2007 HOME Program allocation from the U.S. Department of Housing & Urban Development (HUD), completion of an Environmental Review and receipt of a release of funds from HUD under 24 CFR Part 58.

3. Submission to Jefferson County of a copy of the LIHTC Application made to AHFA.

4. Jefferson County will assist Mariwood Village 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. Mariwood Village is expected to demonstrate diligence to achieve participation and utilization of MBE/WBE/DBE firms.

5. Approval of complete plans and specifications by AHFA and Jefferson County. All change orders will be submitted to both Jefferson County and AHFA for review and approval.

6. All units must be either handicapped adaptable or fully handicapped accessible.

7. Should other sources of financing become available, Mariwood Village agrees to consider an increase in the total number of units by a corresponding amount, and/or a change in the bedroom mix, subject to compliance with AHFA requirements. All units must be one or two bedroom units.

8. No units may have more than 2 bedrooms or permit a room, such as a den, to be converted into a 3rd bedroom.

9. Mariwood Village shall provide a transportation and social services plan acceptable to 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. Mariwood Village 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 55 years of age and older. The development shall be designated as Senior Housing.

12. Rents are to be the lower of the applicable Fair Market Rent or the current HOME rents (set at 50% of median income by family size).

13. Mariwood Village must comply with all applicable HOME Program rules and regulations, and meet the more restrictive of these rules as administered by Jefferson County or AHFA.

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

cc: Ms. Angela Cole, Executive Director
Leeds Public Housing Authority

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

Jan-2-2007-10

RESOLUTION
AMENDING COMMUNITY DEVELOPMENT BLOCK GRANT
STATEMENT AND CONSOLIDATED ACTION PLAN

WHEREAS, the Housing and Community Development Act of 1974, as amended, provides that an Urban County may make application to the U.S. Department of Housing and Urban Development for Community Development Block Grants; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has accepted Jefferson County thirty one municipalities located therein, as a fully qualified Urban County for Community Development Block Grants, Emergency Shelter Grants, and the HOME Program; and

WHEREAS, Jefferson County desires to amend its Community Development Block Grant Statement of Objectives and Projected Use of Funds for the Program Years 1999 through 2006, the HOME Statement of Objectives and Projected Use of Funds for Program Years 1999 through 2006 and the Emergency Shelter Grant Statement of Objectives and Projected Use of Funds for Program Year 2006 in its Consolidated Action Plans to allow for those changes described in the attached pages, those pages being a part of this resolution; and

WHEREAS, Jefferson County has held a public hearing in accordance with HUD regulations and its Citizen Participation Plan and has actively solicited the participation of municipal authorities and citizens throughout the County, and that said amendment has been prepared in a manner that meets or exceeds all known federal, state, and local requirements and regulations;

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama, that:

1. The Jefferson County Community Development Block Grant Program for the Consolidated Action Plan for the years 1999 through 2006, is hereby amended as said above; and
2. The Jefferson County HOME Program for the Consolidated Action Plan for the years 1999 through 2006, is hereby amended as said above; and
3. The Jefferson County ESG Program for the Consolidated Action Plan for the year 2006, is hereby amended as said above; and
4. The President of the County Commission is authorized and hereby directed to execute, sign all applications and forms and submit to the U.S. Department of Housing and Urban Development (HUD) the attached Amended Statements of Community Development Objectives and Projected Use of Funds and the Amended Consolidated Action Plan for the Community Development Block Grant, Emergency Shelter Grant and HOME Program.

Executive Summary

Jefferson County, Alabama

Office of Community Development

Amended Final Statement of Community Development Objectives and Projected Use of Funds

Program Years 1999 through 2006

Jefferson County, Alabama, and a consortium of municipalities located within the County (excluding Birmingham, Bessemer, Hoover, County Line and West Jefferson), received from the U.S. Department of Housing and Urban Development annual grants for the 1999 through 2006 Program Years from the Community Development Block Grant Program and the HOME Program. These are the 25th through the 32nd years of the Community Development Block Grant (CDBG) Program.

Pursuant to the requirements of the Housing and Community Development Act of 1974, as amended, Jefferson County, Alabama is hereby publishing the Final Amended Statement of Objectives and Projected Use of Funds for these years of the Program (October 1, 1999 to September 30, 2007). This Final Amended Statement was developed after receiving citizen comments and views at a public hearing held on Monday, November 27, 2006 at 6:30 p.m. in the Jefferson County Courthouse Commission Chambers 716 Richard Arrington Jr. Blvd. North, Room 270 in the City of Birmingham. Comments were received until 4:00p.m., Friday, December 8, 2006.

The Final Amended Use of Funds stated herein has been developed so as to give maximum feasible priority to activities which will principally benefit low and moderate income persons and families. In addition, the projected use of funds is consistent with Jefferson County's goal of:

- a) Stabilizing low and moderate income neighborhoods located in consortium cities and unincorporated Jefferson County;
- b) Providing safe and affordable housing;
- c) Providing jobs for low and moderate income persons and families; and
- d) Improving the economic life in Jefferson County by encouraging business development.

The purpose of this Amendment is to delete several activities and to reprogram unexpended funds to other activities in these program years. The following are the activities to be changed:

COMMUNITY DEVELOPMENT BLOCK GRANT

1999 Program Year

Reduce Funding in the Following Activities:

Center Point Drainage, \$2,488.00; Unobligated funds reprogrammed to PY 2001.

Increase Funding in the Following Activities:

ED Business Loans, 61,942.18; Previous Years RLF income programmed for ED Loan.

Delete the following activities:

Kimberly Sidewalk, \$27,108.04; Project cancelled

Cane Creek Sewer, \$11,904.77; project cancelled

2000 Program Year

Reduce Funding in the Following Activities:

Warrior Fire Station, \$6,261.03; Unobligated funds reprogrammed to PY 2001.

Contingency, \$1,985.75; Unobligated funds reprogrammed to PY 2001.

Change the Following Activity:

Edgewater Fire Station, \$244,920.15 to Edgewater Neighborhood Facility.

Delete the following activity:

Leeds Sewer, \$40,000.00; Project cancelled

2001 Program Year

Reduce Funding in the Following Activities:

Martintown Senior Pavilion, \$7,248.69; Unobligated funds reprogrammed to other projects in PY 2001.

Tarrant Public Library, \$413.50; Unobligated funds reprogrammed to other projects in PY 2001.

Leeds Park, \$1,430.40; Unobligated funds reprogrammed to other projects in PY 2001.

Graysville Sidewalk, \$191.75; Unobligated funds reprogrammed to other projects in PY 2001.

Volunteer Based Housing, \$4,084.23; Unobligated funds reprogrammed to other projects in PY 2005.

Lead Hazard Reduction, \$4,700.00; Unobligated funds reprogrammed to other projects in PY 2001.

Emergency Housing Grant, \$7,948.55; Unobligated funds reprogrammed to other projects in PY 2005.

Economic Development Business Loan-RLF, \$290,944.10; Remaining RLF income will be reprogrammed.

Economic Development Technical Assistance, \$9,055.90; Remaining RLF income will be reprogrammed.

Increase Funding in the Following Activities:

Brighton Community Center, \$24,719.12; Additional funds reprogrammed from other projects in PY 1999, PY 2000 & PY 2001.

2002 Program Year

Reduce Funding in the Following Activities:

Tarrant Park, \$102.72; Unobligated funds reprogrammed to PY 2005.

Volunteer Based Housing, \$22,360.36; Unobligated funds reprogrammed to PY 2005.

Lead Hazard Reduction, \$730.73; Unobligated funds reprogrammed to PY 2005.

Economic Development Technical Assistance-RLF, \$4,526.30; Remaining RLF income will be reprogrammed.

2003 Program Year

Reduce Funding in the Following Activities:

Economic Development Business Loan-RLF, \$319,166.46; Remaining RLF income will be reprogrammed.

Economic Development Technical Assistance-RLF, \$10,299.68; Remaining RLF income will be reprogrammed.

2004 Program Year

Reduce Funding in the Following Activities:

Housing Program Delivery, \$34,896.03; Unobligated funds reprogrammed to other projects in PY 2005.

Economic Development Technical Assistance-RLF, \$8,920.64; Remaining RLF income will be reprogrammed.

Economic Development Technical Assistance, \$19,342.88; Unobligated funds reprogrammed to other projects in PY 2004.

Increase Funding in the Following Activities:

Lipscomb Fire Station, \$19,342.88; Additional funds reprogrammed from other projects in PY 2004.

Economic Development Business Loan RLF, \$30,773.27; Additional funds from RLF.

Delete the following Activities:

Lowetown Senior Citizens Center-RLF, \$129,035.86; RLF only

Kimberly Senior Citizens Center-RLF, \$65,496.78; RLF only

Brighton Sr. Center Fire Alarm & Intercom System, \$20,000.00; project cancelled

2005 Program Year

Reduce Funding in the Following Activities:

Brookside Fire Station, \$50,000.00; Project design cancelled

Economic Development Business Loan, \$264,889.52; Reduced Business Loan Program.

Housing Accessibility-RLF, \$72,696.88; Remaining RLF reprogrammed as PI.

Increase Funding in the Following Activities:

Fairfield Senior Citizens Center, \$50,000.00; Additional funds from another project in PY 2005.

Brighton Senior Walking Track, \$160,000.00; Additional funds from another project in PY 2005.

Emergency Housing Grant, \$70,019.90; Additional funds reprogrammed from other projects in PY 2001, PY 2002 & PY 2004.

Contingency, \$102.72; Additional funds reprogrammed from other projects in PY 2002.

Housing Accessibility, \$26,740.77; Additional funds transferred from Program Income.

Midfield Sidewalk, \$26,757.73; Additional funds from PI not previously budgeted.

Graysville Sr. Center, \$380,763.81; Additional funds from other projects from PY 1999, 2000, 2004, & 2005.

Delete the Following Activities:

Patton Water Project, \$160,000.00; Project cancelled.

Center Point Senior Center, \$300,000.00; RLF only

Clay Senior Center, \$300,000.00; RLF only

ED Technical Assistance RLF, \$25,000.00; RLF only

Project Uplift, \$11,751.00; Program cancelled

2006 Program Year

Add the Following Activities:

Lowetown Senior Center, \$130,000.00; additional funds from program income

Kimberly Senior Center, \$70,000.00; additional funds from program income

Center Point Senior Center, \$300,000.00; additional funds from program income

Clay Senior Center, \$300,000.00; additional funds from program income

MBSH HMIS, \$5,000.00

Reduce Funding in the Following Activities:

Economic Development Business Loan, \$75,000.00; Reduced Business Loan Program.

Homeless to Housing, \$15,000.00; Funds reprogrammed to another program in PY 2006

Delete the Following Activities:

CCCCCCCCCC Housing Accessibility, \$75,000.00; RLF only

CCCCCCCCCC ED Technical Assistance, \$25,000.00; RLF only

Increase Funding in the Following Activity:

CCCCCCCCCC Housing Accessibility, \$75,000.00; Funds transferred from RLF

HOME PROGRAM

1999 Program Year

Reduce Funding in the Following Activities:

Homebuyer Assistance-HOME, \$67,546.46; Project funding reduced to reduction in program income.
CHDO Activity-Match, \$11,825.00; Unobligated funds reprogrammed to another project in PY 1999.

Increase Funding in the Following Activities:

CHDO Activity-HOME, \$2,700.00; Unobligated funds reprogrammed to another project in PY 1999.
Special Needs Housing-Match, \$11,825.00; Additional funds reprogrammed from another project in PY 1999.

2000 Program Year

Reduce Funding in the Following Activities:

CHDO Activity-HOME, \$570,228.00; Unobligated funds reprogrammed to another project in PY 2000.
CHDO Activity-Match, \$90,000.00; Unobligated funds reprogrammed to another project in PY 2000.

Increase Funding in the Following Activities:

Special Needs Housing-HOME, \$187,120.83; Unobligated funds reprogrammed to another project in PY 2000.
Homebuyer Assistance-HOME, \$348,257.17; Additional funds reprogrammed from another project in PY 2000.
Homebuyer Assistance-Match, \$90,000.00; Additional funds reprogrammed from another project in PY 2000.

2001 Program Year

Reduce Funding in the Following Activities:

CHDO Activity-HOME, \$536,637.00; Unobligated funds reprogrammed to other projects in PY 2001.
CHDO Activity-Match, \$61,485.00; Unobligated funds reprogrammed to other projects in PY 2001.

Increase Funding in the Following Activities:

Homebuyer Assistance-HOME, \$54,444.86; Additional funds reprogrammed from another project in PY 2001.
Special Needs Housing-HOME, \$482,192.14; Additional funds reprogrammed from another project in PY 2001.
Homebuyer Assistance-Match, \$61,485.00; Additional funds reprogrammed from another project in 2001.

2002 Program Year

Reduce Funding in the Following Activities:

Special Needs Housing-Match, \$10,035.00; Unobligated funds reprogrammed to other projects in PY 2002.

Increase Funding in the Following Activities:

Special Needs Housing-HOME, \$44,284.56; Additional funds reprogrammed from another project in PY 2002.
Homebuyer Assistance-HOME, \$87,765.44; Additional funds reprogrammed from another project in PY 2002.
Owner Rehab-HOME, \$25,000.00; Additional funds reprogrammed from another project in PY 2002.
Homebuyer Assistance-Match, \$141,790.00; Additional funds reprogrammed from another project in PY 2002.
Owner Rehab-Match, \$6,250.00; Additional funds reprogrammed from another project in PY 2002.

Delete the Following Activities:

CCCCCCCCCC CHDO Activity-HOME, \$157,050.00; CHDO Activity Cancelled.

CCCCCCCCCC CHDO Activity-Match, \$49,298.00; CHDO Activity Cancelled.

2003 Program Year

Increase Funding in the Following Activities:

Special Needs Housing-HOME, \$14,121.58; Additional funds reprogrammed from another project in PY 2003.
Homebuyer Assistance-HOME, \$128,719.00; Additional funds reprogrammed from another project in PY 2003.
Homebuyer Assistance-Match, \$176,994.00; Additional funds reprogrammed from another project in PY 2002.

Delete the Following Activities:

CCCCCCCCCC CHDO Activity-HOME, \$128,719.00; CHDO Activity Cancelled.

CCCCCCCCCC CHDO Activity-Match, \$32,180.00; CHDO Activity Cancelled.

CCCCCCCCCC Special Needs Housing-Match, \$144,814.00; Special Needs Housing Cancelled.

2004 Program Year

Increase Funding in the Following Activities:

CCCCCCCCCC Administration, \$10,000.00; Additional funds from additional program income.

CCCCCCCCCC Special Needs Housing-HOME, \$148,037.67; Additional funds from additional program income.

Special Needs Housing-Match, \$24,540.71; Additional funds reprogrammed from another project in PY 2004.

Reduce Funding in the Following Activity:

Homebuyer Assistance-HOME, \$43,346.31; Unobligated funds reprogrammed to other projects in PY 2004.

Homebuyer Assistance-Match, \$24,540.71; Unobligated funds reprogrammed to other projects in PY 2004.

2005 Program Year

Reduce Funding in the Following Activities:

Homebuyer Assistance-HOME, \$584,483.34; Unobligated funds reprogrammed to other projects in PY 2005.

Administration, \$2,650.00; Adjusted within administrative CAP.

Increase Funding in the Following Activities:

Special Needs Housing-HOME, \$456,984.62; Additional funds reprogrammed from another project in PY 2005.

CHDO Activity-HOME, \$116,143.45; Additional funds reprogrammed from another project in PY 2005.

Special Needs Housing-Match, \$84,040.00; Additional funds reprogrammed from another project in PY 2005.

CHDO Activity-Match, \$48,460.00; Additional funds reprogrammed from another project in PY 2005.

Delete the Following Activities:

CCCCCCCCCC Homebuyer Assistance-Match, \$132,500.00; Homebuyer Assistance Cancelled.

ESG PROGRAM

2006 Program Year

Add the following Activity:

Bridge Ministries, \$5,000.00; Funds transferred from PY 2006 MBSH ESG

Delete the following Activity:

MBSH, \$5,000.00; Project funded from PY 2006 CDBG

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

Jan-2-2007-11

BE IT RESOLVED by the Jefferson County Commission that Amendment No. 1 to the Agreement between the Jefferson County Housing Authority and the Jefferson County Commission for Fair Housing Counseling Services originally executed on January 11, 2005 is hereby approved and that the President is authorized, directed and empowered to execute the said at Amendment No.1. The purpose of Amendment #1 is to extend the term of the current agreement and to modify the existing budget. No additional funds are required.

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

Jan-2-2007-12

WHEREAS, Affirmatively Furthering Fair Housing, including home-ownership counseling, is a goal established by the Jefferson County Commission in its Consolidated Plan, Emergency Shelter Grant (ESG), HOME Program and Community Development block Grant (CDBG) Program; and

WHEREAS, Affirmatively Furthering Fair Housing will benefit all qualified households, without regard to race, color, age, religion, national origin or disability, by increasing housing opportunities; and

WHEREAS, Affirmatively Furthering Fair Housing in an eligible activity under the Community Development Block Grant Program; and

WHEREAS, the Jefferson County Commission desires to contract with a HUD certified housing counseling agency to provide Fair Housing Counseling Services; and

WHEREAS, the Jefferson County Housing Authority is qualified to perform said services.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President be and is hereby authorized, empowered, and directed to execute the Agreement between Jefferson County, Alabama and the Jefferson County Housing Authority in the amount of \$50,000.00 for the provision of Fair Housing Counseling Services pursuant to 24CFR570 of the CDBG regulations.

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

Resolution to approve the appointments to serve on the Regional Planning Commission of Greater Birmingham was carried over.

Jan-2-2007-13

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the four day, 10 hour, workweek resolution dated September 6, 2005, at Minute Book 149, pages 157-158, be, and the same hereby is REPEALED effective with the pay period beginning January 6, 2007.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that, effective with the pay period beginning January 6, 2007, the County Courthouse, its satellites, and other public offices shall be open to the public from 8:00 AM till 5:00 PM, Monday through Friday, and County employees shall return to a regular, eight hour, five day work week.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the foregoing shall not interfere with any right or power of any County official or department head to require any employee under his supervision or jurisdiction to be on duty at said time where such County official or department head determines that the presence of the employee is necessary in the public interest.

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

Jan-2-2007-14

BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION authorizes the President to execute an amendment with the Master Power Agreement with Alabama Power Company for the Jefferson County Courthouse in Birmingham. This amendment will change the existing rate rider for this facility from ML to RN rate rider.

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

Jan-2-2007-15

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Jefferson County Commission approves the extension to (10) years the warranty with Duncan & Thompson Construction Services, L.L.C. for the repair/or replacement of the decorative brick veneer wall constructed in the Life Safety/Infrastructure Improvements to Cooper Green Hospital, Project #50204 Phase I: Exterior Facade and Site Work.

BE IT FURTHER RESOLVED THAT THE JEFFERSON COUNTY COMMISSION authorizes the President to execute the amendment with Duncan & Thompson Construction Services, L.L.C. for the repair/or replacement of the decorative brick veneer wall constructed in the Life Safety/Infrastructure Improvements to Cooper Green Hospital, Project #50204Phase I: Exterior Facade and Site Work.

BE IT FURTHER RESOLVED THAT THE JEFFERSON COUNTY COMMISSION accepts a bond good for a (4) year period for the date of August 18, 2006 for repairs to or replacement of adjacent veneer and landscaping constructed in the Life

Safety/Infrastructure Improvements to Cooper Green Hospital, Project # 50204 Phase I : Exterior Facade and Site Work.

BE IT FURTHER RESOLVED THAT THE JEFFERSON COUNTY COMMISSION accepts and authorizes the renewal of this bond with the same terms and conditions for (2) additional consecutive (3) year terms at the expiration of the original bond.

Betty Fine Collins, President

Jefferson County Commission

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

Jan-2-2007-16

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

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

Jan-2-2007-17

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Hill Administrative Services to provide administration of the worker's compensation program beginning December 1, 2006 and ending November 30, 2007 in the amount of \$50,400.

CLAIM SERVICE AGREEMENT

THIS AGREEMENT, made as of the day of December, 2006, between HILL ADMINISTRATIVE SERVICES, INC., an Alabama corporation ("Service Company") and the Jefferson County Commission. (Exhibits on file in the Minute Clerk's office)

WITNESSETH:

WHEREAS, Service Company is engaged in the business of providing certain services with respect to the investigation and payment of workers' compensation claims; and

WHEREAS, Client desires to retain Service Company for the provision of its services for Client's claims for its self-insured exposures as set forth on Exhibit A, attached hereto and made a part hereof ("Exposures") and Service Company is willing to provide such services, on the terms and conditions set forth below;

NOW THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to Service Company for services rendered to Client hereunder, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I TERM

Service Company agrees to provide all services set forth herein to Client in connection with its self-insured claims exposures occurring during the period commencing December 1, 2006 and ending November 30, 2007, with two options of renewal as stated in Exhibit "B".

ARTICLE II PRICE

See Exhibit B, attached hereto and made a part hereof.

ARTICLE III RELATIONSHIP OF PARTIES

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, joint venture, partnership or fiduciary relationship between the parties, and neither party shall have the right or authority to act for or on behalf of the other party.

ARTICLE IV DUTIES OF SERVICE COMPANY (S)

1. The Service Company shall provide Client with those services as set forth in Paragraph 2 below (the "Basic Services") with

respect to any claim referred by Client to Service Company that is made under any Exposures which involves an actual or alleged loss occurring during the term of this Agreement ("Claims").

2. The Basic Services to be rendered with respect to any Claims shall be the following:

A. To establish a file with respect to each Claim.

B. To investigate all Claims and to recommend the amount of loss reserve to be established with respect to each such Claim.

C. To provide each Claim file with a written chronology of all actions taken with respect to the underlying Claim.

D. To furnish all claim forms necessary for proper claims administration.

E. To adjust, settle or resist all Claims within the discretionary settlement authority limit of Service Company as agreed upon by Service Company and Client, in writing, from time to time (the "Authority Limit"). At the signing of this agreement, the Service Company Authority Limit is N/A

F. To adjust, settle or resist all Claims in excess of the Authority Limit with the express prior approval of the Client.

G. To supervise all litigation or other proceedings involving any Claim and, where permitted, to attend any judicial or administrative hearing involving any Claim.

H. To monitor all treatment programs recommended to a Claimant by any care provider.

I. To furnish to Client and its designees on a monthly basis, a "Loss Run" and a "Loss Fund Activity Report."

J. To provide to the client a quarterly narrative status report on all claims reserved in excess of \$50,000 and above.

Notwithstanding the foregoing, the Service Company shall have no obligation to perform any Basic Service unless and until it has received all information and documentation requested by Service Company which are necessary to enable it to perform such Basic Services. In performing the Basic Services, Service Company shall be entitled to rely on any such information provided to it by the Client and the Service Company shall have no duty to question or verify any of such information.

3. The Client has the right to assume the control and handling of any Claim at any time, and Service Company agrees to deliver promptly any Claim file to Client which it may request, but without any offset or deduction from any of the fees or charges paid or payable by Client to Service Company under Article VI below. The parties agree that all times prior to and after the cancellation of this Agreement, all Claim files are owned by and are the property of Client. Claim files are subject to review by Client and its employees and authorized agents during Service Company's regular business hours, with reasonable prior notice.

All claim files, documents and data of every kind prepared in whole or in part by the Service Company together with all knowledge otherwise acquired by the Service Company relating to the Client's business shall be deemed confidential information. The Service Company shall not disclose or use, directly or indirectly, at any time during or subsequent to the term of this Agreement, any confidential information, knowledge or data of the Client other than (a) as is necessary for its performance hereunder, or (b) as is required by law unless it first secures the written consent of the Client.

4. The Service Company shall exercise reasonable efforts to manage the services provided hereunder in such a way and in such manner as to ensure that every adjustor, claims investigator, appraiser and/or employee used by Service Company or subcontracted by Service Company will adjust and/or investigate every alleged Claim or matter covered by this Agreement in accordance with this agreement.

5. The Service Company shall provide to Client, upon written request, Certificates of Insurance evidencing adequate Errors and Omissions Insurance (Professional Liability Coverage).

6. The Service Company shall indemnify, defend and hold Client and Client's directors, officers, attorneys, employees, agents and other representatives (collectively the "Client Parties") wholly harmless from and against any and all damage, loss, costs and expenses whatsoever (including, without limitation, attorneys' fees and litigation expenses) incurred by any Client Party by reason of any negligent, grossly negligent or willful act or omission of Service Company or of Service Company's directors, officers, attorneys, employees, agents or other representatives (collectively the "Service Company Parties") taken or omitted to be taken pursuant to this Agreement (collectively, the "Demands"); provided, however, that Service Company shall have no obligation to indemnify any Client Party pursuant hereto with respect to (i) any act or omission of a Service Company Party taken or omitted to be taken at the direction of, or in reliance upon information provided by, a Client Party, (ii) the Service Company being named in litigation as the insurer of record, (iii) the Service Company's failure to settle a Claim that could have been settled within Service Company's Authority Limit (so long as such failure to settle does not result from a negligent, grossly negligent or willful act, error or omission by the Service Company, or (iv) the Service Company's failure to pay any Claim or Allocated Loss Adjustment Expense on a timely basis due to a Client Party's failure to comply with Article VI, Paragraph 4.

In the event a Client Party is named as a defendant in any legal action or proceeding in which a Demand indemnified hereunder is asserted, Service Company will assume, at Service Company's expense, the defense of such action on behalf of such Client Party. Service Company has sole discretion to select the attorneys who will defend any such action, provided, however, the Service Company shall exercise such discretion reasonably. The Client Party shall give the Service Company written notice of any Demand within ten (10) days after the Client Party's first knowledge thereof but the Client Party's failure to notify the Service Company in such manner or during such

time period shall not relieve the Service Company from any liability which it may have hereunder to the extent that the Service Company is not materially prejudiced as a result of such failure. The Service Company may direct the defense of its interests and shall (as part of its obligation to defend Demands) reimburse the Client Parties for the reasonable fees and disbursements of separate counsel employed by the Client Parties in defending such Demands if and to the extent that the Service Company has failed to assume the defense of any such Demands and employ counsel or the named parties to any such action (including any impleaded parties) include both parties, and the Client Parties shall have been advised that there may be one or more legal defenses available to them that are different from or additional to those available to the Service Company. This indemnity shall survive termination of this Agreement.

7. The Service Company shall exercise reasonable care in the selection of any Adjusting Company, Adjuster, Claims Investigator or Appraiser to which it subcontracts any of its responsibilities hereunder, to ascertain that such subcontractors hold proper licenses for the work to be performed, and to warrant that it and its Adjusters, Claims Investigators and Appraisers hold proper licenses for the work to be performed and are resident in those states requiring residency, and in which it renders services hereunder.

8. The Service Company shall issue checks from the bank account established for the payment of the Client's claims (the "Loss Fund Account") to be funded by Client as set forth in Exhibit C, attached hereto and made a part hereof, for the payment by Service Company of Claims and Allocated Loss Adjustment Expense associated with Claims for which Service Company is providing Claims Adjusting Services hereunder, and for deposit of recovery amounts, including, without limitation, subrogation, salvage and adjustment reimbursements from Claim and/or Allocated Loss Adjustment Expense amounts previously paid from such Loss Fund Account ("Recoveries").

9. The Service Company shall report directly to Client and shall have the responsibility for reporting to specific excess insurers or annual aggregate excess insurers on notice of any Claim that is or may be required to be reported or notice given to such excess insurers under the terms and conditions of any such excess insurance policies available to the Client. Service Company will continue to handle Claims once Client's selfinsurance retention, either specific or annual aggregate, has been exceeded if mutually agreed to by Client and excess insurers under the terms and conditions of any such excess insurance policies available to the Client. Service Company will continue to handle Claims once Client's selfinsurance retention, either specific or annual aggregate, has been exceeded if mutually agreed to by Client and excess insurers, if there is no controversy as to coverage, liability, and damages between Client and its excess insurers.

ARTICLE V ALLOCATED LOSS ADJUSTMENT EXPENSE

1. The term "Allocated Loss Adjustment Expense" shall mean such of the following items of expense incurred or authorized by Service Company as may be reasonable and necessary in connection with its provision of the Basic Services:

- A. Medical examination of claimants, including the reasonable and necessary transportation expenses of claimants.
- B. Reports from attending or examining physicians.
- C. Attorneys' fees and disbursements.
- D. Court reporter services and transcripts.
- E. Stenographic services and transcripts.
- F. Witness attendance fees.
- G. Court costs.
- H. Appeal bonds.
- I. Printing costs related to trials and appeals.
- J. Testimony, opinions, appraisals, reports, surveys and analyses of professionals and experts.
- K. Trial and hearing attendance fees.
- L. Reports from government agencies or branches.
- M. Credit bureau reports.
- N. Private investigators.
- O. Photographs.
- P. Medical or vocational rehabilitation.
- Q. Medical costs containment services, i.e., utilization review, preadmission authorization, hospital bill audit, provider bill audit and medical case management incurred at the request of Client.
- R. Extraordinary Claim investigation and/or travel expense incurred at the request of Client.
- S. Any similar service related to the investigation and defense of a particular Claim, or the protection of and collection of the subrogation rights of Client, for which Client shall have given prior approval.
- T. Indemnity payments made on behalf of Client.

ARTICLE VI DUTIES OF CLIENT

1. The Client shall pay to Service Company the fees described in Article II. If Client fails to pay Service Company any of the fees prescribed in Article II in accordance with the time frames set forth therein, Service Company will notify Client and if Client does not cure such failure within ten (10) days of such notice, Service Company may terminate this Agreement immediately, notwithstanding the provisions of Article VIII. In the event any of said fees are not paid within thirty (30) days after the Client's receipt of a bill for said fees,

the Client shall be liable to the Service Company for a surcharge of 1% per month for each month fees are outstanding.

2. The Client shall pay all Allocated Loss Adjustment Expenses, as defined in Article V, in the manner described in Exhibit C attached hereto.

3. The Client shall indemnify, defend and hold the Service Company Parties wholly harmless from and against any and all damage, loss, costs and expenses whatsoever (including, without limitation, attorneys fees and litigation expenses) incurred by any of them by reason of any negligent, grossly negligent or willful act or omission of a Client Party, including, without limitation, any such damage, loss, cost or expense incurred by reason of (i) any act or omission of a Service Company Party taken or omitted to be taken at the direction of, or in reliance upon information provided by, a Client Party, (ii) a Service Company Party being named in litigation as the insurer of records, (iii) the Service Company's failure to settle a claim that could have been settled within Service Company's Authority Limit (so long as such failure to settle does not result from a negligent, grossly negligent, or willful act, error or omission by the Service Company's failure to pay any Claim or Allocated Loss Adjustment Expense on a timely basis due to a Client Party's failure to comply with Article VI, Paragraph 4 (the "Demands")).

In the event a Service Company Party is named as a defendant in, or is otherwise obligated to defend, any action asserting any Demand indemnified hereunder, Client will assume, at Client's expense, the defense of such actions on behalf of such Service Company. Client has sole discretion to select the attorneys who will defend any such action, provided, however, that Client shall exercise such discretion reasonably. The Service Company Party shall give the Client written notice of any Demand within ten (10) days after the Service Company Party's first knowledge thereof but the Service Company Party's failure to notify the Client in such manner or during such time period shall not relieve the Client from any liability which it may have to the Service Company Party hereunder to the extent that the Client is not materially prejudiced as a result of such failure. The Client may direct the defense of its interests and shall (as part of its obligation to defend Demands) reimburse the Service Company Party for the reasonable fees and disbursements of separate counsel employed by the Service Company Party in defending such Demands if and to the extent that the Client has failed to assume the defense of any such claim and employ counsel or the named parties to any such action (including any impleaded parties) include both parties, and the Service Company Party shall have been advised that there may be one or more legal defenses available to it that are different from or additional to those available to the Client. Without the Service Company Party's prior written consent, the Client shall not settle, compromise or consent to the entry of any judgment in or otherwise seek to terminate any Demand in respect of which indemnification could be sought hereunder (whether or not Service Company Party is an actual or potential party to such Demand), unless such settlement, compromise, consent or termination includes an unconditional release of the Service Company Party from any liabilities arising out of such claim and the parties agree that the terms of such settlement shall remain confidential. This indemnity shall survive termination of this Agreement.

4. The Client shall pay all benefits provided to a claimant under the Alabama Workers Compensation Statute, which have been identified as due and payable by the Service Company with the appropriate amount of said payment to be made by the Service Company within the applicable time frame as set out by the Workers Compensation Statute, the Alabama Department of Industrial Relations Administrative Rulings and Guidelines and as set out by the Judicial Rulings of the Alabama Court of Civil Appeals and the Alabama Supreme Court. The Client shall pay all such benefits in the manner described in Exhibit C attached hereto.

ARTICLE VII LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY AND SERVICE COMPANY SHALL NOT BE LIABLE TO THE CLIENT WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (1) ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (2) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES; PROVIDED, HOWEVER, THAT THIS PARAGRAPH SHALL NOT LIMIT EITHER PARTY'S LIABILITY FOR DIRECT DAMAGES ARISING FROM THE WILLFUL MISCONDUCT OF SUCH PARTY, A BREACH OF SUCH PARTY'S CONFIDENTIALITY OBLIGATIONS OR INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

ARTICLE VIII TERMINATION

1. This Agreement covers the period as stated in Article I and Exhibit "B". If this Agreement is terminated, Client shall exercise one of the following options.

A. Client may require Service Company to conclude the handling of all open and closed Claims occurring during the term of this Agreement, up until the effective date of termination whether reported before or after the term of this Agreement subject, however, to the terms, conditions and limitations of this Agreement.

B. Client may require Service Company to return all open and closed Claim files. The return of claims files that have been processed under the annual flat rate fee will result in a prorated annual fee and a return of the unearned portion of the annual fee to the client will be in order. Such refund will be paid by Service Company to Client within thirty (30) days after the date of termination.

The costs and expenses incurred by Service Company in returning such files will be billed, with documentation showing such

costs, to Client by Service Company. Such billing will be paid by Client to Service Company within thirty (30) days of billing.

2. This Agreement may be terminated by either Client or Service Company with or without cause and for any reason whatsoever upon sixty (60) days prior written notice.

3. Notwithstanding the provisions of Paragraphs 1 and 2 of this Article VIII, this Agreement may be terminated immediately by Service Company or Client if the other party (i) is rendered or becomes insolvent, (ii) is unable to pay debts as they come due, (iii) is adjudicated a bankrupt, or files, or becomes subject to a petition of any insolvency, creditors or bankruptcy law, or (iv) has a receiver, liquidator or trustee of substantially all its assets appointed by a court of competent jurisdiction. In the event of such immediate Agreement termination by Service Company, the termination option as set forth in Paragraph 1(B) of this Article VIII shall apply. In the event of immediate Agreement termination by Client, Client shall have the right to exercise its options upon termination as set forth in Paragraph 1 of this Article VIII.

ARTICLE IX GOVERNING LAW

This Agreement shall be governed by, and its provisions construed in accordance with, the laws of the State of Alabama.

ARTICLE X INVALID PROVISIONS

In the event any provision of this Agreement shall be held to be invalid, unenforceable or in conflict with applicable law, then the validity of the other provisions of this Agreement shall not be deemed to be adversely affected but shall remain in full force and effect.

ARTICLE XI EXCLUSIVITY

This is an exclusive Agreement between the Service Company and the Client to the extent that the Service Company shall be assigned all claims and losses as defined pursuant to Exhibit A and the Service Company shall provide services under this Agreement, except as may be otherwise provided herein.

ARTICLE XII AMENDMENT AND WAIVER

No amendment or waiver of any provision of this Agreement, and no consent to any departure herefrom, shall be effective or binding unless and until set forth in a writing signed by each party, and then any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given. No notice or any other communication given by one party hereto to the other party shall be construed to constitute approval or ratification by the other party of any matter contained or referred to in such notice, unless the same is consented to by the other party in writing.

ARTICLE XIII ENTIRE AGREEMENT

This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the parties relating to the subject matter hereof, and there exist no other written or oral understandings, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person or business entity that is not a party hereto.

ARTICLE XIV NOTICES

All notices, requests and other communications from either party to the other shall be in writing and delivered either personally or by certified mail, return receipt requested. Any such notice, request or other communication shall be deemed to have been given on the date of personal delivery or, if mailed, on the date of mailing. All communications shall be addressed as follows:

If to Service Company(s):

HILL ADMINISTRATIVE SERVICES, INC.

Post Office Box 36067

Birmingham, Alabama 35236

1-800-247-5207 Attn: President

If to Client:

Jefferson County Commission

Room 610A*

716 Richard Arrington Jr. Blvd. North

Birmingham, AL 35203

Attn: Demetruis J. Taylor

ARTICLE XV ASSIGNMENT

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

ARTICLE XVI BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of each party hereto and their respective permitted successors and permitted assigns.

ARTICLE XVII DISPUTE RESOLUTIONS

Any disputes under this Agreement shall be finally determined by a single arbitrator in arbitration proceedings, which may be brought by either party, in Birmingham, Alabama, in accordance with the rules of the American Arbitration Association. In the event of any arbitration in any way arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the other

party the prevailing party's costs and expenses.

ARTICLE XVIII COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties by their authorized agents have caused this Agreement to be executed as of the date first written above.

HILL ADMINISTRATIVE SERVICES, INC.

Tracy H. Carter, President

JEFFERSON COUNTY COMMISSION

Bettye Fine Collins, President

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

Jan-2-2006-18

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Tanya Shelton, Cooper Green Hospital, for reimbursement of three courses under the Tuition Reimbursement Program in lieu of the terms of the Program which allows for reimbursement of two courses per academic term, be and hereby is approved.

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

Jan-2-2007-19

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham for the Adolescent Substance Abuse Program in the amount of \$288,441.37.

AGREEMENT

This Agreement entered into this 23rd day of August, 2006, by and between Jefferson County, Alabama through the Family Court of Jefferson County (hereinafter referred to as "the Jefferson County Commission") and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham (hereinafter referred to as UAB). (Attachments and/or exhibits on file in the Minute Clerk's office)

WITNESSETH:

WHEREAS, the Jefferson County Commission desires UAB to provide certain services; and

WHEREAS, UAB wishes to provide said services;

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

1. UAB shall provide the following services to the Jefferson County Commission on an as need basis:
 - Case management and assessment services to be staffed by one program coordinator and 4FTE program specialists.
 - Urinalysis
 - Subsidized outpatient treatment at UAB Drug Free (projected number of clients in FY 2005-2006 is 660).
 - Weekly Prevention Classes.
 - Weekly staffing with case management and therapeutic staff.
 - Maintenance of databases for reporting and research purposes.
 - Case management for urinalysis and for Drug Court.
 - Referral to residential treatment when appropriate.
 - Collection of client fees as ordered (client fees collected in connection with the programs supported by this contract shall be accounted for, carried forward and used only for these programs).
2. UAB shall provide such services at the campus of the Family Court and shall keep office hours equal to eight hours per day, Monday through Friday, in space provided by the Jefferson County Commission.

3. The County agrees to provide office space at Family Court, operational equipment, supplies, and furniture.
4. It is expressly understood that UAB shall provide all clerical support for the services at no cost to the Jefferson County Commission.
5. The Jefferson County Commission shall compensate UAB for services rendered under the terms and conditions of this contract as specified in Attachment A which is made a part of this agreement by reference. (Attachments on file in the Minute Clerk's office)
6. The term of this contract shall be from October 1, 2006 through September 30, 2007 or until \$ 288,441.37 is billed and paid, whichever comes first. It is also understood that the Court shall provide no additional amount for fringe benefits (vacation/sick leave, health insurance, etc.).
7. It is understood that each party shall evaluate whether it wishes to continue to contract for these services after the period of this agreement and a separate written agreement must be executed between the parties to continue the contractual relationship.
8. Funds for the above services will be paid from the Family Court of Jefferson County operating budget for fiscal year 200607. UAB agrees to submit a monthly itemized invoice to the Jefferson County Commission adjusted for services not actually provided. The Jefferson County Commission agrees to pay UAB monthly after due submission of the monthly billing.
9. UAB will submit a quarterly report containing program data to be specified by the Court.
10. All services rendered by UAB under his contract shall be rendered in accordance with the Court's standard procedures for providing of said services.
11. It is hereby agreed that either party may terminate this contract with a thirty (30) day written notice, served on the other party, by the party wishing to terminate.
12. UAB is obligated for workmen's compensation or equivalent, FICA taxes, all applicable federal state and local taxes, etc., and the Jefferson County Commission will not be obligated for same under this contract.

13. For purposes of this contract, UAB, its employees, officers, agents or representatives shall not be considered as agents, officers or representatives of the County. UAB acknowledges and understands that the performance of this contract is as an independent contractor. As such, neither UAB nor any of its employees has appeal rights before the personnel Board of Jefferson County, Alabama.

14. It is expressly understood, and all parties agree, that nepotism does not exist between the parties and that there exists no conflict of interest or relationship between the parties, nor are the parties receiving pecuniary benefits other than those identified in the contract.

15. UAB, a division of the Board of Trustees of The University of Alabama, a state agency, cannot waive immunity conferred by Ala. Const, Article 1 & 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains selfinsurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to thirdparty acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury.

16. The County and UAB recognize that, in order for professional liability coverage to be provided for activities pursuant to this Agreement, it is necessary for each to have access to normal investigation information for specific incidents which may give rise to a claim being filed against either party. Therefore, each party shall notify the other of such events and each party agrees to cooperate with the other in investigation and/or processing of such incidents and/or claims.

17. UAB agrees that it will be responsible for the provision of the services provided for under this contract and shall assure that the provision of said services are conducted in a competent, professional manner.

18. Contractor and the Contractor representative signed below, certify to the best of their knowledge and belief 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.

Jefferson County Commission

Bettye Fine Collins, President

BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA FOR THE UNIVERSITY OF ALABAMA AT BIRMINGHAM

Jane Fant, Asst. VP, Sponsored Research Adm.

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

Jan-2-2007-20

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 Jefferson County Council on Aging - Senior Worker's Program to remove Attachment II (Program Component) and replace it with a new version and to decrease budget due by \$13,904.

AMENDMENT TO CONTRACT

CONTRACT #239-04

AMENDMENT#1

This Amendment to Contract entered into this 4th day of December, 2006, by and between Jefferson County, Alabama through the Office of Senior Citizens Services (hereinafter referred to as "The Jefferson County Commission") and Jefferson County Council on Aging, (hereinafter referred to as the "Contractor").

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties entered into on the 1st day of July, 2004, which was approved by the Jefferson Count Commission on 062904 at Minute Book 145, Page(s)138-139, and made part of this amendment by reference, is hereby amended as follows:

Item 1. Amend ATTACHMENT II PROGRAM COMPONENT TITLE V by removing the original version and inserting the copy attached (on file at OCS) to this amendment.

Item 6. Amend Exhibit 1 "Budget" by changing the total amount from \$171,609.00 to \$157,705.00 (Copy Attached - on file in the Office of Senior Citizen Services)

All other terms and conditions remain as previously written.

Jefferson County Commission

Bettye Fine Collins, President

CONTRACTOR:

George Graham, Executive Director

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

Jan-2-2007-21

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 Jefferson County Council on Aging - Senior AIDS Program to remove Attachment II (Program Component) and replace it with a new version and to decrease budget due to money being allocated in FY06 budget for three months.

AMENDMENT TO CONTRACT

CONTRACT #240-04

AMENDMENT#4

This Amendment to Contract entered into this 4th day of December, 2006, by and between Jefferson County, Alabama through the Office of Senior Citizens Services (hereinafter referred to as "The Jefferson County Commission") and Jefferson County Council on Aging, (hereinafter referred to as the "Contractor").

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties entered into on the 1st day of July, 2004, which was approved by the Jefferson County Commission on 062904 at Minute Book 145, Page(s)139-140, and made part of this amendment by reference, is hereby amended as follows:

Item 1. Amend ATTACHMENT II PROGRAM COMPONENT TITLE V by removing the original version and inserting the copy attached (on file at OCS) to this amendment.

Item 6. Amend Exhibit 1 "Budget" by changing the total amount from \$352,688.00 to \$264,513.00 (Copy Attached - on file in the Office of Senior Citizen Services)

All other terms and conditions remain as previously written.

Jefferson County Commission

Betty Fine Collins, President

CONTRACTOR:

George Graham, Executive Director

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

Jan-2-2007-22

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 Jefferson County Council on Aging to add an additional vehicle to deliver meals to homebound, frail older adults in Jefferson County.

AMENDMENT TO CONTRACT CONTRACT #395-05

AMENDMENT#1

This Amendment to Contract entered into this 4th day of September, 2006, by and between Jefferson County, Alabama through the Office of Senior Citizens Services (hereinafter referred to as "The Jefferson County Commission") and the Jefferson County Council on Aging (hereinafter referred to as the "Contractor").

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties entered into on the 8th day of February, 2005, which was approved by the Commission on 32205 and recorded in Minute Book 147 at Page(s) 519-521 and made part of this amendment is hereby amended as follows:

On Attachment 1 of Agreement add the following vehicle for delivering meals to homebound frail older adults in Jefferson County:

1999 GMC Savanna

ID #1GKFG15M9X1132772

All other terms and conditions remain as previously written.

Jefferson County Commission

Betty Fine Collins, Commissioner

CONTRACTOR:

George Graham, Executive Director

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

Jan-2-2007-23

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 Collat Jewish Family Services to change the definition of "Caregiver" to Care Recipient/Client and to add \$2,850 to budget for FY07.

AMENDMENT TO CONTRACT

CONTRACT #374-05

AMENDMENT#3

This Amendment to Contract entered into this 4th day of December, 2006, by and between Jefferson County, Alabama through the Office of Senior Citizens Services (hereinafter referred to as "The Jefferson County Commission") and Collat Jewish Family Services (hereinafter referred to as the "Contractor").

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties entered into on the 27th day of September, 2004, which was approved by the Commission at Minute Book 146, Page 337, dated 11-09-04, is hereby amended as follows:

- Add to the budget, \$2,850.00 to cover additional cost for Full Time Case Manager (\$2000.00) and Mileage (\$850.00) and change total amount from \$151,762.00 to \$154,612.00 (Budget Page Attached - on file in OSCS)
- Under the heading "Program Component" remove the definition for Caregiver and replace with the Definition of Care Recipient/Client: "A person (the caregiver) who is providing care to a Jefferson County resident sixty (60) years of age or older. There is no specific age requirement for the caregiver.

Jefferson County Commission

Betty Fine Collins, President

CONTRACTOR:

Esther Schuster, Executive Director

Collat Jewish Family Services

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

Jan-2-2007-24

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 Alzheimer's of Central Alabama to change the definition of "Caregiver" and to add \$1,435 to the budget of this agreement.

AMENDMENT TO CONTRACT

CONTRACT 373-05

AMENDMENT NO. 2

This Amendment to Contract entered into this 4th day of December, 2006, by and between Jefferson County, Alabama through the Office of Senior Citizens Services (hereinafter referred to as "The Jefferson County Commission") and Alzheimer's of Central Alabama, (hereinafter referred to as the "Contractor").

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties entered into on the 27th day of September, 2004, which is attached and made part of this amendment by reference, is hereby amended as follows:

Change the Program Component by removing the definition for Caregiver and replacing it with the following: Definition of Care Recipient/Client: A person (the caregiver) who is providing care to a Jefferson County resident sixty (60) years of age or older. There is

no specific age requirement for the caregiver.

Add at the end of the paragraph entitled "Case Management" on page 2 of the Program Component the following: "Case Management services shall be provided to caregivers only receiving supplemental supplies as needed".

Under the heading "Funding Mechanisms" on Page 6, amend the Payment of Funds paragraph by changing the total amount of the Contract from \$128,681.00 to \$130,116.00.00 (Copy Attached - on file at OSCS).

All other terms and conditions remain as previously written.

Jefferson County Commission

Betty Fine Collins, President

CONTRACTOR:

Miller Piggott, Executive Director

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

Jan-2-2007-25

BE IT RESOLVED by the Jefferson County Commission that the Commission shall accept grant funds from the Robert Wood Johnson Foundation in the amount of \$248,920 for the period of 12/01/06 thru 11/30/07 (Year 1 of 2). The grant is titled "Finding Answers: Disparities Research for Change". The Project Director is Dr. Sandral Hullett, CEO Cooper Green Hospital. These funds will be received and deposited into the Cooper Green Hospital Foundation, Applicant Institution.

BE IT RESOLVED the Finance Director of the Jefferson County Commission is here by authorized and directed to transfer funds form the Cooper Green Hospital Foundation (Fund 12) to Cooper Green Hospital (Fund 31), upon requests to reimburse Cooper Green Hospital for expenses incurred during the execution of said grant.

BE IT RESOLVED that the Director of Budget Management is hereby authorized and directed to process an approved budget amendment for the increased revenue and expenses of the Cooper Green Foundation (Fund 12) and the Cooper Green Hospital (Fund 31).

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

Jan-2-2007-26

BE IT RESOLVED by The Jefferson County Commission that Cooper Green Hospital (CGH) will provide Inmate Services to the Jefferson County Jail and that the Jefferson County Jail has an annual budget of \$4,000,000 to pay for Inmate Services for Fiscal Year 2007.

BE IT RESOLVED that the Director of Budget Management of Jefferson County is here by authorized and directed to move Budget Funds from the Jefferson County (Fund 1) for the Jefferson County Jail inmate services to Cooper Green Hospital (Fund 31) equal to 1/4 of said budget totaling \$1,000,000 for the second quarter of operations of FY 2007.

BE IT RESOLVED that the Finance Director of Jefferson County is here by authorized and directed to transfer funds by a journal entry equal to 1/4 of said budget (\$1,000,000) from Jefferson County (Fund 1) to Cooper Green Hospital (Fund 31) for the second quarter of FY 2007.

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

Communication was read from Roads & Transportation recommended the following;

1. Birmingham Water Works to install 2,850' of 8", 170' of 6", and 170' of 4" water main in Cosby Tract Subdivision off of Dewey Heights Road.
2. Bright House Network to install 1,240' of buried cable in Woodhaven Trace off of Woodhaven Road.
3. Bright House Network to install 871' of buried cable on Pocahontas Road to entrance of Rosser Farms Subdivision.
4. Alabama Gas Corporation to install 12,114' of 4" gas main in Cosby Subdivision off of Dewey Heights Road.
5. Trussville Utilities Board to install 2,450' of 4" and 600' of 2" gas main in Cosby Subdivision, Phase I (Deerfoot Point) off of Dewey Heights Road.
6. BellSouth to install 200' of buried cable at 5881 Miles Spring Road off of Hwy 75 in Palmerdale.
7. BellSouth to install 1,593' of buried cable at the intersection of Morton Road and Rising Fawn Circle in Corner.
8. Trussville Utilities Board to install 60' of 4" gas main on Barclay Terrace off of Mary Munger Road.
9. Birmingham Water Works to install 110" of 12" water main along Heritage Hills Lane off of Sicard Hollow Road.
10. Cullman/Jefferson Gas to install 2,000' of 2" gas main on Dogwood Trail from 992 to 824.

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

Jan-2-2007-27

A RESOLUTION AUTHORIZING AN INCREASE IN THE SHERIFF'S FLEET, FROM 465 UNITS TO 474 UNITS,
BY PROVIDING AN ADDITIONAL 9 UNITS FOR USE BY THE JEFFERSON COUNTY SHERIFF'S OFFICE
DUE TO THE INCREASE OF PERSONNEL.

WHEREAS, the Jefferson County Sheriffs Department has requested and the Commission has approved the hiring of additional personnel, and

WHEREAS, the Jefferson County Commission supports the need to expand the fleet to accommodate the additional personnel for the Jefferson County Sheriff's Office, and

WHEREAS, these personnel need vehicles to perform their duties.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION,
that the fleet of the Sheriff's Department be increased by the requested nine units to 474 units and the Fleet Manager be and hereby is authorized to include them as part of the Sheriff's County fleet.

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

Jan-2-2007-28

A RESOLUTION DECLARING 2 UNDERCOVER SHERIFF'S OFFICE VEHICLES SURPLUS AND
AUTHORIZING THE SHERIFF TO TRADE THESE VEHICLES FOR 2 NEW REPLACEMENTS
NO COUNTY FUNDS ARE REQUIRED

WHEREAS, the Jefferson County Commission has established a fund, known as the Confiscated Funds Fund, which receives its revenue from money awarded by the Court to Jefferson County to conduct drug/undercover abatement programs through the Jefferson

County Sheriff's Office, and

WHEREAS, the Jefferson County Sheriff's Office has previously purchased from these confiscated funds specialized vehicles for use in undercover related work, and

WHEREAS of these vehicles have exceeded their operability as undercover vehicles.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the following vehicles be declared surplus and that the Jefferson County Sheriff be and hereby is authorized to trade said vehicles on the purchase, from confiscated funds, of 2 replacement vehicles for undercover enforcement. Vehicles to be traded: A026035 & A056003

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

Jan-2-2007-29

WHEREAS, Chapel Ridge of Gardendale Limited Partnership recorded a deed from itself to Jefferson County for a permanent slope easement for public purposes dated June 8, 2005, with said easement described thereon; and

WHEREAS, Jefferson County never accepted the purported conveyance and has no intention of accepting it and wishes to disclaim any interest therein.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Jefferson County has never accepted and has no intention of accepting and hereby disclaims any interest whatsoever in the property described in the deed from Chapel Ridge of Gardendale Limited Partnership to Jefferson County and its successors and assigns dated June 8, 2005, and recorded at Instrument No. 200509/2064, Probate Records of Jefferson County, said deed purporting to convey a permanent slope easement for public purposes and described as follows:

DESCRIPTION: A permanent slope easement being more particularly described as follows:

Commence at the Southeast Corner of the Northwest ¼ of the Southeast ¼ of Section 15, Township 16 South, Range 3 West; thence in a Northerly direction along the East line of said quarter-quarter section a distance of 1037.86 feet to a point at the intersection of said quarter-quarter line and the center line of Fieldstown Road, said point lying on a 06°21'58" curve to the right having a central angle of 24°06'47.57" and a radius of 900.00 feet; and thence turn left an angle of 102°02'44.8" (angle measured to tangent) and run Westerly along the arc of said curve and along said centerline a distance of 142.81 feet to the point of beginning of a permanent slope easement of variable widths being bounded on the northerly side by the currently existing right-of-way of Fieldstown Road and bounded on the southerly side by a line beginning at a point 104.7 feet southerly of and perpendicular to at this point and ending at a point 104.4 feet southerly of and perpendicular to a point 134.7 feet ahead along the following described line; thence continue westerly along the arc of said curve a distance of 134.7 feet to the end of this permanent slope easement.

All of said permanent slope easement lies in the NW ¼ of the SE ¼ of Section 15, Township 16 South, Range 3 West, Jefferson County, Alabama, and contains 0.062 Acres, more or less.

BE IT FURTHER RESOLVED that the President is hereby authorized to execute a disclaimer document incorporating the foregoing disclaimer action of the Jefferson County Commission.

DISCLAIMER

WHEREAS, Chapel Ridge of Gardendale Limited Partnership recorded a deed from themselves to Jefferson County for a permanent slope easement for public purposes dated June 8, 2005, with said easement described thereon; and

WHEREAS, Jefferson County never accepted the purported conveyance and has no intention of accepting it and wishes to disclaim any interest therein.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES JEFFERSON COUNTY has never accepted and has no intention of accepting and hereby disclaims any interest whatsoever in the property described in the deed from Chapel Ridge of Gardendale Limited Partnership to Jefferson County and its successors and assigns dated June 8, 2005, and recorded at Instrument No. 200509/2064, Probate Records of Jefferson County, said deed purporting to convey a permanent slope easement for public purposes and described as follows:

DESCRIPTION - A permanent slope easement being more particularly described as follows:

Commence at the Southeast Corner of the Northwest ¼ of the Southeast ¼ of Section 15, Township 16 South, Range 3 West; thence in a Northerly direction along the East line of said quarter-quarter section a distance of 1037.86 feet to a point at the intersection of said quarter-quarter line and the center line of Fieldstown Road, said point lying on a 06°21'58" curve to the right having a central angle

of 24°06'47.57" and a radius of 900.00 feet; and thence turn left an angle of 102°02'44.8" (angle measured to tangent) and run Westerly along the arc of said curve and along said centerline a distance of 142.81 feet to the point of beginning of a permanent slope easement of variable widths being bounded on the northerly side by the currently existing right-of-way of Fieldstown Road and bounded on the southerly side by a line beginning at a point 104.7 feet southerly of and perpendicular to at this point and ending at a point 104.4 feet southerly of and perpendicular to a point 134.7 feet ahead along the following described line; thence continue westerly along the arc of said curve a distance of 134.7 feet to the end of this permanent slope easement.

All of said permanent slope easement lies in the NW ¼ of the SE ¼ of Section 15, Township 16 South, Range 3 West, Jefferson County, Alabama, and contains 0.062 Acres, more or less.

IN WITNESS WHEREOF the undersigned has hereby set his hand and seal this 2nd Day of January 2007

JEFFERSON COUNTY, ALABAMA

By:

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, Carns, Collins and Langford.

Jan-2-2007-30

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer

Department: Roads & Transportation

Date: December 14, 2006

Purpose: Payment for acquired right-of-way, 0.078 acres (more or less)

Tract #4 of Sweeney Hollow Road #346

STPBH-9802(904) (Sweeney Hollow Road @ Baggett Drive, Tyler Loop Road and North Brewster Road

Jim Henderson - Agent

Price: \$15,460.00

Pay to the order of: Larry Baggett

Mailing Address: 7819 Rolling Hills Drive

Jacksonville, FL 32221-6149

Fund #22

Organization/Division #5300

Object #52503

Check Delivery Code 5000

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

Jan-2-2007-31

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-2006-033 Charles Givianpour, owner. Change of zoning on Parcel ID#s 39-17-3-0-1.001, 39-17-4-0-1.002, 39-18-4-0-1, 39-18-4-0-1.001, 39-19-1-0-part of 1, 39-20-1-0-1, 39-20-1-0-1.002, 39-20-1-0-1.003, 39-20-2-0-1.001, 39-20-2-0-1.002, 39-20-3-0-1.011, 39-20-4-0-1.001, 39-29-1-0-1.001, and 39-29-2-0-part of 1 Sections 17, 18, 19, 20, and 29, Twp 19 Range 3 West from I-3 (Industrial) and R-2 (Single Family) to R-7 (Planned Unit Development) for a mixed use development. (Site only: 2125 Highway 150, Birmingham, AL 35244) (PARKWOOD) (827 Acres M/L)

RESTRICTIVE COVENANTS: 1. the Department of Roads and Transportation will prepare a Major Road Plan for this area prior to approval of the PUD plan and said PUD plan shall conform to the requirements of the Major Road Plan; 2. the approval of this R-7 zoning change does not create a binding contract between Jefferson County and the developer nor does it create a contractual agreement contrary to its own regulations, ordinances, laws and policies. Approval of the PUD plan will be in accordance with the provisions of the R-7 section of the Zoning Ordinance and all improvements will be in accord with Jefferson County regulations, ordinances, laws, and policies; 3. a traffic study will be submitted along with an overall plan of sufficient detail to determine the extent of the development, the potential traffic generated by this development, and the required traffic plan to handle the anticipated traffic; 4. all floodplain areas shall be included in common open space; 5. post-construction runoff should be equal to or below pre-construction runoff and infiltration and filtration of runoff should be utilized to the extent practicable to protect the water quality of Shades Creek; 6. a Preliminary Utility Plan shall be prepared in coordination with the PUD development adjacent to the northwest property line, and shall be submitted to and approved by the Department of Environmental Services. Commercial and residential sewer easements must extend to the upper limits of the drainage basin of the property; 7. the Planning and Zoning Commission shall approve each phase of the development; 8. the plan shall identify and set aside areas to accommodate public services (fire protection, police, schools, etc.); 9. the development of this property will observe best management practices regarding stormwater, drainage, and erosion control; and, 10. the prescribed two-year reversion period set forth in Section 615.08 of the Zoning Regulations (R-7 Planned Unit Development District) shall commence upon approval of the PUD Plan as called for herein.

Motion was made by Commissioner Smoot seconded by Commissioner Humphryes that the Z-06-033 be approved. Voting "Aye" Smoot, Humphryes, Carns, Collins and Langford.

COOPER GREEN MERCY HOSPITAL GOVERNING BODY

Budget Amendments

1. Jefferson Health Systems \$248,920
Shift funds from Indigent Care Fund (Fund 12) to CGH (Fund 31) to increase revenues and expenditures to record a grant from the Robert Wood Johnson Foundation. No Additional Funds Required.
2. Jefferson Health Systems \$1,000,000
Shift funds from Jefferson County Jail (Fund 01) to Jefferson Health Systems (Fund 31) to pay for 2nd quarter FY2007 inmate services.

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

Jan-2-2007-32

BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized to execute Optimal Geomatics, Inc. Task Order 005 to amend Purchase Order 248073 for additional services to allow Optimal to collect color orthophotography for Jefferson County not included in the Phase 4 project plan (\$375,205).

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

Jan-2-2007-33

BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized to execute Optimal Geomatics, Inc. Task Order 006 to amend Purchase Order 248073 for additional services to collect both mapping and orthophotography for the western portions of Jefferson County (\$184,645).

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

Jan-2-2007-34

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Non-Disclosure and Data License Agreement between Jefferson County and _____ authorizing the use of Geographical Information Systems digital products and services in accordance with the approved County GIS fee schedule.

JASON GREEN NATIVE COMMUNITIES DEVELOPMENT CORP. ANDREW PATTERSON
JEFFERSON COUNTY GEOGRAPHIC INFORMATION SYSTEMS
NON-DISCLOSURE AND DATA LICENSE AGREEMENT

IN CONSIDERATION of the payment by LICENSEE of the applicable fees in accordance with the Jefferson County Geographic Information Systems fee schedule, Jefferson County hereby licenses and lets unto the following LICENSEE the use, for its own purposes and no other, of selected digital data elements as described below.

This LICENSE is subject to the following conditions and provisions:

A) The LICENSE hereby granted is for the use of the LICENSEE for its internal purposes only and may not be assigned, granted, sold, transferred, or in any other way made available to any other individual, firm, company, corporation or government or governmental agency without the specific written consent of Jefferson County.

B) The digital data elements licensed hereby are without any warranty whatsoever, express or implied, or for any particular purpose whatsoever and are accepted by LICENSEE "as is."

C) The term of this LICENSE shall be indefinite. Provided however, LICENSOR may terminate this LICENSE for breach of any of its conditions or provisions by delivery to LICENSEE of a written notice of termination. Upon such termination LICENSEE shall immediately return to LICENSOR all elements and items licensed hereby and all copies thereof. LICENSEE shall not be entitled to any refund of fees. LICENSEE shall be liable to LICENSOR for all damages resulting to or incurred by LICENSOR from the breach hereof.

GIS DIGITAL PRODUCTS AND SERVICES LICENSED HEREBY:

GIS Data and Services

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

JEFFERSON COUNTY, ALABAMA

CONTRACTEE

Larry P. Langford, President

Jefferson County Commission

Shelia Smoot, Commissioner

Technology and Land Development

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

Jan-2-2007-35

BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized to execute an agreement with Sun Microsystems Inc. to allow the Department of Information Technology to acquire a loaner server from Sun Microsystems for testing purposes.

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

Jan-2-2007-36

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Agreement and Amendment to Agreement between Jefferson County, Alabama, the District Attorney - Birmingham and Ashley Mims, Deputy District Attorney to forward her County compensation/benefits to the Office of Prosecution Services (OPS).

AGREEMENT

RECITAL:

Alabama law requires Jefferson County to pay specified annual compensation to the Birmingham and Bessemer District Attorneys and their Deputies. The law also requires the State to pay a portion of the compensation for the District Attorneys and for some of the Deputy District Attorneys. Where the compensation responsibility is divided between the County and the State, the Attorneys' pension membership is also divided between the County pension and the State pension. Through this Agreement, the parties establish an option for the District Attorneys and the Deputy District Attorneys to elect to have the County provide compensation, pension contribution and health insurance amounts for single or family coverage paid directly to the Office of Prosecution Services (OPS) and merged with the State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

WITNESSETH:

IN CONSIDERATION OF THE PREMISES, Jefferson County (the County), the District Attorney and the Deputy District Attorney agree as set out below:

Definition: as used herein the term "County provided compensation/benefits" shall mean:

- a) The respective salary amounts for DDA's established by legislative act (and as amended) applicable to the Birmingham and Bessemer District Attorneys offices and directed to be payable by Jefferson County as salary compensation;
- b) An amount equal to 3% of the salary compensation representing an employer pension match;
- c) An amount equal to 86% of the amount paid by the State toward the cost of State health insurance for either single or family coverage elected by the DDA.

*In accordance with past practice, the County shall include an amount for FICA upon the condition that the County will be reimbursed by the State.

1. By execution below, the Deputy District Attorney hereby elects to have his County-provided compensation paid directly to the Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.

2. By execution below, the District Attorney hereby endorses and approves the above election of the Deputy District Attorney.
3. The County hereby agrees to make monthly payments of the County-provided compensation/benefits directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the Deputy District Attorney on the OPS payroll.
4. The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically amended to reflect changes in the compensation to be paid by the County; i.e., the annual step raises and promotions for Deputy District Attorneys and changes in insurance coverage and the amount paid by the State.
5. This Agreement may be terminated by any party upon two months prior written notice to the other parties.
6. The effective date of this Agreement shall be July 1, 1999, or upon the effective date of the undersigned DDA's election, if later.

IN WITNESS WHEREOF, the parties have executed this Agreement as reflected below.

Date: 11-29-06

JEFFERSON COUNTY, ALABAMA

By: Bettye Fine Collins, President
 Jefferson County Commission
 David Barber, District Attorney
 Ashley S. Mims, Deputy District Attorney

AMENDMENT AGREEMENT

WITNESSETH

IN CONSIDERATION OF THE PREMISES, the agreement between Jefferson County (the County), the District Attorney, and the Deputy District Attorneys of October, 1999, approved by County Commission Resolution No. Sept 2999 No. 1274, Minute Book 125, page 531, is hereby amended as follows:

Paragraph (3), page 2, is amended to read:

(3) The County hereby agrees to make the quarterly payments in advance, no later than the 10th day of the months January, April, July and October of each year, of the County-provided compensation/benefits, directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the deputy district attorney on the OPS payroll.

N WITNESS WHEREOF, the parties have executed this Amendment Agreement as reflected below.

Date: 11-29-06

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President
 Jefferson County Commission

JEFFERSON COUNTY, ALABAMA

By: Bettye Fine Collins, President
 Jefferson County Commission
 David Barber, District Attorney
 Ashley S. Mims, Deputy District Attorney

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

Jan-2-2007-37

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the official bond(s) of the following in the sum of \$2,000 each and that RLI Insurance Company, be and the same hereby is properly approved and that the President of this Commission be, and hereby is authorized, directed and empowered to note the approval of the County Commission of Jefferson County, Alabama upon said bonds.

Calvin J. Avery Daisy J. Bryant Calvin T. Hopkins Dana R. Merchant

There are four bonds for Deputy Sheriff (for Commission approval only)

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

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Main Street Birmingham, Inc. (hereinafter called the "Contractee").

WITNESSETH:

WHEREAS, the County desires to increase and improve the economy of Jefferson County through the revitalization of vacant buildings in the commercial district of Birmingham; and

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

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$20,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Purchase, renovate and re-tenant a historic building located at 1 55th Place South which is in the Woodlawn business district. The building will be the main office for the BEACON Business Resource Center where business or development prospects from all target districts may come to receive advice on market conditions; a location from which to market development incentives and sources of financing for business development projects; and space for small start-up or non-profit businesses to incubate.

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

David Fleming, Executive Director

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

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Boy Scouts of America - Greater Alabama Council (hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes that scouting builds character and encourages values in our children through its various programs, thereby enhancing the value of our citizens to themselves and to the community; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$15,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide funds for the inner city at-risk youth from Hoover, Homewood, Avondale and Southside communities to participate in scouting program activities.

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

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

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Boy Scouts of America - Greater Alabama Council

Marlon King, Director - Vulcan District Executive

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

Jan-2-2007-40

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Regional Planning Commission of Greater Birmingham (hereinafter called the "Contractee").

W I T N E S S E T H:

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

WHEREAS, the County recognizes the transportation systems within the County as public services resources of the County; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$14,360 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Conduct a public survey regarding transit.

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

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

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Regional Planning Commission of Greater Birmingham

_____, Executive Director

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

Jan-2-2007-41

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

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Jefferson County AIDS in Minorities, Inc. (hereinafter called the "Contractee").

WITNESSETH:

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

WHEREAS, the County recognizes that organizations promoting healthful lifestyles and activities for its citizens as resources of the County; and

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$10,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide an Outreach Specialist who will assist with HIV/Aids education, HIV antibody testing and syphilis counseling, testing and referral services to citizens of Jefferson County who require these services.

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Jefferson County AIDS in Minorities, Inc.

Anthony Morris Executive Director

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

Jan-2-2007-42

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

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

WITNESSETH:

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

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

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$5,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide funds for the preservation of the Jonathan Bass House located on 119/411 Scenic Byway. This house dates back to pre-civil war years and is a candidate for the National Historic Register.

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Leeds Historical Society

Contractee

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

Jan-2-2007-43

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

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

W I T N E S S E T H:

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

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

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

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

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2007.
2. The County shall pay to the Contractee a lump sum payment of \$5,000 upon execution of this contract.
3. The Contractee shall provide the following services:
 - a. Provide funds to cover the expenses of the V Vestavia Hills High School cheerleading squad who participated in the Universal Cheerleaders Association national competition in Orlando, Florida in Spring, 2006. This event was televised on ESPN2.

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

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

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Vestavia Hills Board of Education.

Dr. Jamie Blair, Superintendent

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

Jan-2-2007-44

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Amendment to Agreement between Jefferson County, Alabama and Alabama Institute for Deaf & Blind 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 Alabama Institute for Deaf & Blind approved by the Jefferson County Commission on March 14, 2006 (Minute Book: 150; Page: 454) is hereby amended as follows:

Amend Paragraph 1 as follows:

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

Amend Paragraph 4 to add the following:

"The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds

