

STATE OF ALABAMA)

JEFFERSON COUNTY) February 20, 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 Humphries

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Humphries seconded by Commissioner Carns that the Minutes of February 13, 2007, be approved. Voting "Aye" Humphries, Carns, Collins, Langford and Smoot.

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STAFF DEVELOPMENT

Multiple Staff Development

Cooper Green Mercy Hospital/2 Participants

Viki Harrison	Las Vegas, Nevada	\$2,444.30
Delores Curry	Nurse Management Update April 8-13, 2007	\$2,444.30

Cooper Green Mercy Hospital/2 Participants

Yolanda Smith	Birmingham, Alabama	\$260.00
Gussie Pittman	Progress in OB/GYN 2007 Conference February 15-16, 2007	\$260.00

Information Technology/3 Participants

Denise Corbin	Birmingham, Alabama	\$2,867.00
Lisa Meuse	Birmingham Large Users Group	\$2,867.00
Willie Wright	February 26 - March 2, 2007	\$2,867.00

Information Technology/13 Participants

Wayne Cree	Joe White	Birmingham, Alabama	\$1,950.00
John Halbert	Nick Wells	4 <sup>th</sup> Annual Alabama SAP Users Conference	
Jimmy Kennedy	Bill Sparacino	February 21-22, 2007	
Raju Patel	Margaret Howard		
John McClendon	Fredricka Snipes		
David Shockey	Loyd Gravitt		
Patsy Ferguson			

Information Technology/3 Participants

Rose Parrino	Birmingham, Alabama	\$1,099.00
Daniel Johnston	New Horizons Design Media & Graphics Classes	\$1,099.00
Kimberly Frith	March 13 - April 24, 2007	\$1,099.00

Land Development

12 Participants	Birmingham, Alabama	
9 Participants	Community Planning In Alabama	\$1,668.00
9 Participants	Basic Zoning & Subdivision Regulations	\$711.00
9 Participants	Comprehensive Planning	\$711.00
9 Participants	Legal Foundation for Planning & Zoning in Alabama	\$711.00
9 Participants	Powers, Duties & Responsibilities of Planning Commission & Boards of Adjustment	\$711.00
7 Participants	Meeting Management & Dispute Resolution	\$1,113.00
	February - April, 2007	

Land Development/2 Participants

Frank Humber	Philadelphia, Pennsylvania	\$2,017.91
Dana Hazen	American Planning Assn's 99 <sup>th</sup> Annual National Planning Conf. April 13-19, 2007	\$2,606.87

Revenue/6 Participants

Wesley Moore	Hoover, Alabama	\$225.00
Michael Humber	Certified Revenue Examiner Program	\$225.00
Darrick Williams	ALTIST Course IV	\$225.00
Charles Bell	April 11-13, 2007	\$225.00
Eddie Woodis		\$225.00
Demetrius Price		\$225.00

Roads & Transportation/2 Participants			
Linda Webster		Tuscaloosa, Alabama	\$258.79
James H. Miller		International Right of Way Assn., 2007 Conference March 1 -2, 2007	\$258.79
Sheriff's Department/2 Participants			
Sheneca Chappell		Weaver, Alabama	\$394.00
Raigan Romero		Advanced Law Enforcement Dispatch Training March 21 - 23, 2007	\$394.00
Tax Collector/2 Participants			
Teresa Brakefield		Florence, Alabama	\$230.00
Deborah Townsend		AAAO Mid-Winter Seminar February 27 - March 2, 2007	\$835.52
Youth Detention/2 Participants			
Katrina Andrews		Birmingham, Alabama	\$128.00
Louie Hurd		American Red Cross Instructor Training June 28 - 29, 2007	\$128.00
Individual Staff Development			
Karen Wadlington	Commission	Washington, D.C. NACo Legislative Conference March 3-7, 2007	\$1,643.67
Mark North	CGMH	Birmingham, Alabama Alabama Hospital Assn. Leadership Forum February 9 - 10, 2007	\$220.00
Deborah Andrews	CGMH	Destin, Florida Team Health Southeast 2007 Medical Director's Leadership Workshop March 15-18, 2007	\$228.42
Mark North	CGMH	2007 NAPH/PHC Chief Financial Officer Meeting March 11-13, 2007	\$800.66
Cynthia Cunningham	CGMH	Atlanta, Georgia Chronic Wound Care from A Clinical & Payment Perspective October 26, 2006 (Rental car only)	\$185.14
Ami Teague	CGMH	Boston, MA HIV Update Course May 30 - June 3, 2007	\$1,119.00
Srikanth Karra	CGMH	New Orleans, Louisiana HIMSS 07 Seminar February 25 - March 1, 2007	\$2,503.00
Dr. Larry Downs	CGMH	Gainsville, Georgia Geogia Podiatric Medical Ann. Physician's Program February 13-14, 2007	\$300.00
Linda Lomax	Environmental Svs	Birmingham, Alabama Microsoft Word 2003 Course March 6-19, 2007	\$375.00
Harold Dickinson	Family Court	Birmingham, Alabama Cognitive Behavior Therapy March 2, 2007	\$149.00
Erica Dozier	Family Court	Birmingham, Alabama Diversity Training March 5, 2007	\$10.00
Linda Buter Hannah	Human Resources	Birmingham, Alabama 2007 Alabama Nursing Law March 19, 2007	\$69.00
Rose Parrino	Information Tech	Palm Springs, California 2007 Environmental Systems Research Institute Developers Summit March 19-22, 2007	\$1,333.30
Wayne Cree	Information Tech	Richmond Virginia Microsoft US Public Sector CIO Summit February 27 - March 2, 2007	\$1,340.80

Harold Parsons		Atlanta, Georgia Securing Networks with PIX and ASA (SNPA0 V4.0) March 4-9, 2007	\$873.25
Kathy Burleson	Land Development	Birmingham, Alabama Athena CRXI Designer 1 & 2 April 9-12, 2007	\$800.00
Bruce Thompson	Revenue	Charlotte, North Carolina Sales, use, occupational tax audit on Belk, Inc. March 18-31, 2007	\$2,245.43
Valerie Hope Childers	OSCS	Montgomery, Alabama Alabama Gerontology Society March 28-30, 2007	\$537.25
Susan Brumbeloe	Sheriff's Dept.	Tuscaloosa, Alabama General Ledger Course April 4, 2007	\$125.00
Michael House	Sheriff's Dept.	Richmond, Virginia Domestic Related Homicide March 4-7, 2007	\$614.86
Katrina Andrews	Youth Detention	Birmingham, Alabama American Red Cross Instructor Training September 25, 2006	\$66.83

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

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

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

1. COOPER GREEN HOSPITAL (CENTRAL SUPPLY) FROM HILL ROM, PITTSBURGH, PA, TO ADD FUNDS TO EXISTING P.O. FOR OVERLAYS. REFERENCE TAG# 660408 REFERENCE BID# 332-04 \$6,500.00  
TOTAL
2. ROADS & TRANSPORTATION AND ENVIRONMENTAL SERVICES FROM W.H. THOMAS OIL CO. INC., CLANTON, AL, FOR CONTRACT RENEWAL FOR OILS & LUBRICANTS FROM 3/1/07 TO 3/01/08. REFERENCE TAG# 784779  
REFERENCE BID# 93-06 ANNUAL EXPENDITURE APPROXIMATELY \$200,000.00
3. YOUTH DETENTION CENTER FROM BUTCH WILSON SPORTING GOODS, BESSEMER, AL, FOR CONTRACT RENEWAL FOR "SWEATSHIRTS & PANTS" FOR THE PERIOD OF 2/ 14/07 TO 2/ 13/08. REFERENCE BID# 127-06  
\$5,139.58 TOTAL
4. ROADS & TRANSPORTATION FROM TEXPAR ENERGY LLC, BAINBRIDGE, GA, FOR CONTRACT FOR SALE OF USED OIL FROM 2/15/07 TO 2/15/08. REFERENCE BID# 94-07 TEXPAR WILL PAY JEFFERSON COUNTY \$0.55 CENTS PER GAL TO PICK UP WASTE OIL
5. FINANCE: ACCOUNTING DEPARTMENT FROM TECH DEPOT, TRUMBALL, CT, FOR HP LASERJET 4250TN PRINTER IT REVIEW 3365. REFERENCE TAG# 788761 REFERENCE BID# 222-06 4 @ \$1091.00 = \$4,364.00 TOTAL
6. BOARD OF EQUALIZATION FROM TECH DEPOT, TRUMBALL, CT, FOR HP LASERJET P3005DN PRINTER IT REVIEW 3415. REFERENCE TAG# 793858 \$5,775.00 TOTAL
7. PERSONNEL BOARD / ADMINISTRATION FROM LAWSON SOFTWARE INC., ST. PAUL, MN, FOR MAINTENANCE / SUPPORT FOR LAWSON SOFTWARE FOR THE PERIOD OF 12/1/06 11/30/07. REFERENCE TAG# 793758  
REFERENCE BID # 197-03 REFERENCE INVOICE# IM00042270 \$84,035.71 TOTAL
8. SAP IMPLEMENTATION PROJECT FROM ACSIS, INC., MARLON, NJ, FOR AUTOMATED IDENTIFICATION

- TECHNOLOGY. REFERENCE BID# 378-06 REFERENCE P.O. # PENDING \$268,051.50 TOTAL
9. COOPER GREEN HOSPITAL - DATA PROCESSING FROM NETWORKED INFORMATION SYSTEMS, WOBURN, MA, FOR MEDITECH MANAGED VPN SOLUTION. REFERENCE TAG# 795469 REFERENCE BID# 110-07 \$13,800.00 TOTAL
10. YOUTH DETENTION CENTER FROM MODUFORM, INC., FITCHBURG, MA, FOR INSTITUTIONAL FURNITURE ARMLESS CHAIRS, 13 CHAIRS. REFERENCE TAG# 769132 REFERENCE BID# 104-07 \$6,942.00 TOTAL
11. JEFFERSON COUNTY CORONER'S OFFICE FROM STRYKER MEDICAL, PORTAGE, MI, AND FOR HOSPITAL STRETCHERS. REFERENCE BID# 122-07 \$65,978.96 TOTAL
12. ROADS & TRANSPORTATION BESSEMER HWY. MAINTENANCE FROM JOE MONEY MACHINERY, BIRMINGHAM, AL, FOR ONE (1) ASPHALT PAVER. REFERENCE TAG# 777924 REFERENCE BID# 73-07 \$315,907.00TOTAL
13. SAP IMPLEMENTATION PROJECT FROM AFFILIATED COMPUTER SERVICES, INC., LEXINGTON, KY FOR FILENET CONNECTOR FOR SAP & SERVICES. REFERENCE BID# 113-07 REFERENCE P.O. # PENDING \$158,925.50TOTAL.

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

JEFFERSON COUNTY COMMISSION  
Finance Department  
Unusual Demands  
February 20, 2007

Vendor Number	Vendor	Description	Department	Amount
JOINT RESPONSIBILITY				
01	0010109	ALA ASSOC OF POLYGRAPH	SHERIFF: BHAM ENFORCEMENT	150.00
02	0010109	ALA ASSOC OF POLYGRAPH	SHERIFF: BESSEMER ENFORCEMENT	30.00
03	0010924	COBBS ALLEN & HALL	TAX COLLECTOR-BESSEMER	219.00
04	0011196	JEFFERSON CO TREASURER	COMMISSIONER, DISTRICT	20.00
05	0011196	JEFFERSON CO TREASURER	BD OF EQUALIZATION	13.37
06	0011862	INTERNATIONAL ASSOCIATION	SHERIFF: BHAM ENFORCEMENT	100.00
07	0015443	RICHARD REID	SHERIFF: BHAM ENFORCEMENT	112.18
08	0022461	THE BIRMINGHAM NEWS	TREASURER	70.40
ROADS & TRANSPORTATION				
09	0010530	THE BHAM NEWS	EMERGENCY MANAGEMENT	35.20
10	0011196	JEFFERSON CO TREASURER	R&T: HIGHWAY ENG & CONST	326.45
11	0011196	JEFFERSON CO TREASURER	LAND DEVELOPMENT	48.60
12	0011769	CITY OF HOMEWOOD	EMA GRANT PROGRAMS	3291.50
13	0033355	INTNL CODE COUNCIL	INSPECTION SERVICES	100.00
14	0035310	AHEM	EMERGENCY MANAGEMENT	50.00
15	0035310	AHEM	EMERGENCY MANAGEMENT	50.00
16	0035310	AHEM	EMERGENCY MANAGEMENT	50.00
17	0035310	AAEM	EMERGENCY MANAGEMENT	50.00
18	0035310	AHEM	EMERGENCY MANAGEMENT	50.00
19	0035310	AAEM	EMERGENCY MANAGEMENT	50.00
20	0035310	AHEM	EMERGENCY MANAGEMENT	50.00
21	0035310	AAEM	EMERGENCY MANAGEMENT	50.00
22	0035310	AAEM	EMERGENCY MANAGEMENT	50.00
23	0038312	SIDNEY FLANNIGAN	R&T: RIGHT OF WAY 250.00	
ENVIRONMENTAL SERVICES				
24	0011196	JEFFERSON CO TREASURER	ES: SANITATION ADMINISTRATION	1709.44
25	0011196	JEFFERSON CO TREASURER	ES: LEEDS WWTP	263.50
26	0022071	ALABAMA DEPARTMENT	ES: FIVE MILE CREEK	9565.00
27	0022071	ALABAMA DEPARTMENT	ES: TURKEY CREEK WWTP	9565.00
28	0026594	ASSOC OF BOARDS OF REGISTRARS	BD OF REGISTRARS	25.00
29	0038317	DARLETHA D EVANS	ENVIRONMENTAL SERVICES	500.00
HEALTH AND HUMAN SERVICES				
30	0011196	JEFFERSON CO TREASURER	JEFFERSON REHAB	526.74
31	0021126	JOANNE CONNER	CGH: ADMINISTRATION	98.00
32	0031882	GLEN A THOMPSON	CGH: ADMINISTRATION	197.40
33	0038313	SNHPA	CGH: ADMINISTRATION	5000.00
FINANCE AND GENERAL SERVICES				
34	0011196	JEFFERSON CO TREASURER	REVENUE	726.19
35	0011196	JEFFERSON CO TREASURER	FINANCE SEWER SERVICES	96.47
36	0011196	JEFFERSON CO TREASURER	GEN SVCS: ADMINISTRATION	111.23

37	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	GEN SVCS: PARKING DECK	179.01
38	0012822	EUGENE PITARD	MILEAGE REIMBURSEMENT	REVENUE	108.14
39	0014203	ALICE J MAHAFFEY	MILEAGE REIMBURSEMENT	REVENUE	366.12
40	0018398	MICHAEL HUMBER	MILEAGE REIMBURSEMENT	REVENUE	155.93
41	0020211	LISA MCGOUGH	MILEAGE REIMBURSEMENT	REVENUE	118.26
42	0035101	JOYCE HARRIS	MILEAGE REIMBURSEMENT	REVENUE	226.80

INFORMATION TECHNOLOGY

43	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	ENVIRONMENTAL PROTECTION	20.00
44	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	INFORMATION TECHNOLOGY	107.50
45	0034205	LISA MAYS	TUITION REIMBURSEMENT	INFORMATION TECHNOLOGY	240.00

PERSONNEL BOARD

46	0011196	JEFFERSON CO TREASURER	PETTY CASH TM	PER BD: ADMINISTRATION	482.92
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Motion was made by Commissioner Smoot seconded by Commissioner Carns that the Unusual Demands be approved. Voting "Aye" Smoot, Carns, Collins, Humphries and Langford.

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REQUEST FOR CERTIFICATION

Family Court - Juvenile Probation

Principal Probation Officer

Finance - Sewer Billing

Accounting Assistant I

Human Resources

Administrative Assistant II - 2 positions

Risk Management Coordinator

Senior Administrative Analyst

Principal Administrative Analyst - 3 positions

Personnel Tech

Board of Registrars

Administrative Assistant II - 3 positions

Roads & Transportation - Administration

Laborer II

Roads & Transportation - Right of Way

Land Acquisition Agent - 2 positions

Senior Land Acquisition Agent

Chief Land Acquisition Agent

Roads & Transportation - Highway Engineering

Engineering Aide - 2 positions

Senior Engineering Aide

Roads & Transportation - Highway Engineering & Construction

Chief of Party

Engineering Inspector - 3 positions

Roads & Transportation - Highway Engineering & Construction & Bridge Maint & Construction

Laborer III - 2 positions

Roads & Transportation - Hwy Maint - Bessemer

Truck Driver

Roads & Transportation - Bessemer Division

Skilled Laborer - 2 positions

Labor Supervisor

Roads & Transportation - Hwy. Maint - Bessemer

Equipment Service Worker

Laborer I - 4 positions

Laborer II - 20 positions

Laborer III -  
 Roads & Transportation - Hwy Maint - Ketona  
     Security Officer  
     Truck Driver - 3 positions  
     Laborer I - 2 positions  
     Laborer II - 12 positions  
     Laborer III - 2 positions  
 Roads & Transportation - Hwy Traffic Engineering  
     Administrative Assistant III - 2 positions  
     Traffic Sign Painter  
     Traffic Striping Machine Operator  
     Traffic Striping Machine Crewleader  
     Traffic Maintenance Worker - 6 positions  
 Cooper Green Mercy Hospital - Hospital Education  
     Administrative Assistant II  
 Cooper Green Mercy Hospital - Pharmacy  
     Pharmacy Manager  
 Cooper Green Mercy Hospital - Physical Therapy  
     Administrative Assistant I  
 Cooper Green Mercy Hospital - Ultrasound  
     Diagnostic Imaging Technologist  
 Cooper Green Mercy Hospital - Quality Management  
     Case Manager - RN  
 Cooper Green Mercy Hospital - Deep South Partnership  
     Health Service Project Administrator - 2 positions  
 Roads & Transportation - Hwy Maint - Ketona  
     Accounting Assistant II  
 General Services - Communications  
     Laborer III

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

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Communication was read from Budget & Management recommending the following:

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

1.     General Services     \$53,472.78  
 Shift funds and add a Deputy Director of General Services (Gr. 35). Annual cost \$102,737.33. No Additional Funds Required.
2.     General Services     \$59,405.06  
 Shift funds and add two Voting Machine Technician (Gr. 17) positions. Annual cost \$89,103.59. No Additional Funds Required.
3.     Human Resources     \$208,500  
 Shift funds from Capital Improvement Fund (21) - Miscellaneous Equipment to Human Resources Department (Fund 01) to cover cost to complete property appraisal and to pay expenses incurred due to the Consent Decree. No Additional Funds Required.
4.     Human Resources     \$0  
 Delete the following positions: Deputy Director Risk Management (Gr. 34), an Administrative Analyst (Gr. 21), an Administrative Assistant II (Gr. 13); and add the following positions: a Risk Manager (Gr. 25), three Principle Administrative Analyst (Gr. 28), a Senior Administrative Analyst (Gr. 24), and a Personnel Technician (Gr. 18). Annual

difference \$85,713. No Additional Funds Required.

5. Non-Departmental \$3,611,530

Rollover funds from FY06 to FY07 for flood buyouts. No Additional Funds Required.

6. General Services \$370,514.16

Rollover funds from FY06 to FY07 in water expenditure accounts. No Additional Funds Required.

7. Youth Detention Center \$49,000

Rollover funds from FY06 to FY07 to pay invoices for prior year contract with UAB - Department of Pediatrics. No Additional Funds Required.

8. General Services \$19,500

Shift funds and add purchasing memorandum to purchase an ice machine and three hot water heaters for Family Court. No Additional Funds Required.

9. General Services \$50,000

Shift funds to cover roof repair at the Center Point Multi Services Facility. No Additional Funds Required.

10. General Services \$60,000

Shift funds to cover the cost of refinishing the brass in the Birmingham Courthouse and Annex. No Additional Funds Required.

**B. FOR INFORMATION ONLY**

Sheriff's Department \$265,249.52

Increase revenue and expenditures to establish FY07 budget for the law enforcement agreement to provide services to the City of Graysville. No Additional Funds Required.

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

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Feb-20-2007-211

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Encompass Insurance in the amount of Nineteen Thousand Seven Hundred Sixty Three and 09/100 (\$19,763.09) is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Finance is hereby directed to issue a check made payable to Encompass Insurance in the amount of \$19,763.09 and forward it to the County Attorney for disbursement.

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

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Feb-20-2007-212

WHEREAS, The HOME Investment Partnerships Program (HOME Program) is authorized by the Congress of the United States of America under the HOME Investment Partnerships Act identified as Public Law 101-625, Title II and approved on November 28, 1990; and

WHEREAS, Jefferson County, Alabama is a Participating Jurisdiction in the HOME Program and the County Commission has authorized the creation of a Home Buyer Assistance Program; and

WHEREAS, the Jefferson County Commission has approved a Home Buyer Assistance Program to provide homeownership opportunities for qualified low and moderate income home buyers; and

WHEREAS, Myford and Pamela Little, were granted a Home Buyer Assistance Loan, for the purchase of a home located at 520 Midway Street, Midfield, Alabama; and

WHEREAS, a mortgage was executed on March 23 1995, Real Volume 1077, Page No. 681; and

WHEREAS, the owners have satisfied the terms of the mortgage; and

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that a Full Satisfaction of Recorded Lien be executed to release and satisfy said mortgage; and

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

FULL SATISFACTION OF RECORDED LIEN

Know All Men By These Presents, That, the undersigned Jefferson County, Alabama, Bettye Fine Collins, President, Jefferson County Commission, acknowledges full payment of the indebtedness secured by that certain Real Property mortgage executed by Myford and Pamela Little, which said mortgage was recorded in the office of the Judge of Probate Court of Jefferson County, Alabama, in Real Volume 1077, Page No. 681, and the undersigned does further hereby release and satisfy said mortgage.

In Witness Whereof, the undersigned, Jefferson County, Alabama, has Caused these presents to be executed this 20<sup>th</sup> day of February, 2007.

Jefferson County, Alabama

Bettye Fine Collins, President

Jefferson County Commission

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

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Feb-20-2007-213

WHEREAS, Jefferson County, Alabama (County) executed an agreement on February 7, 2006 and amended on June 13, 2006 with Greater Birmingham Habitat for Humanity for the development and implementation of a year-round volunteer based housing rehabilitation program; and

WHEREAS, the responsible implementation of this program necessitates adjustments to the existing agreement including the extension of the term of the existing agreement until 9/30/07;

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that Amendment #2 to the Agreement between Jefferson County and the Greater Birmingham Habitat for Humanity for the development and implementation of the Year-Round Volunteer Based Housing Rehabilitation Program is hereby approved and the Commission President is authorized to sign said Amendment.

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

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Feb-20-2007-214

WHEREAS, the Housing Authority of the Birmingham District (HABD) has initiated an approximately \$50,000,000 project to revitalize its distressed public housing development, Tuxedo Court, with new mixed-income housing ("the Project"); and

WHEREAS, HABD has obtained a \$20,000,000 HUD grant therefor and has requested \$8.3 million from the City of Birmingham and the Jefferson County Commission for certain infrastructure for the Project, including public streets, curbs, gutters, storm sewers, traffic signals, lighting, sidewalks and right-of-way improvements; and



WHEREAS, the City has committed to provide \$5.8 million and an additional \$500,000 with some in-kind landscaping services leaving a balance of \$2,000,000 requested of the County Commission; and

WHEREAS, § 241132, Code of Alabama (1975), authorizes cities and counties to provide such aid for the planning, undertaking, construction or operation by housing authorities of housing projects and § 111021 thru 8 and Act 69916, Acts of Alabama, authorize cities and counties to cooperate with each other on the basis of mutual advantage to provide services and facilities; and

WHEREAS, by resolution of October 3, 2006, the County Commission committed \$2,000,000 toward the new infrastructure for the Project and directed the development of an Interlocal Agreement with Birmingham for submission to the Commission.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following INTERLOCAL AGREEMENT concerning the HOPE VI Tuxedo Court Revitalization Project is hereby approved and the President is hereby authorized to execute the same on behalf of the County and the Finance Director is hereby directed to issue a check to the City of Birmingham, Alabama in the amount of \$2,000,000 with delivery to the President of the Commission in accordance with the Interlocal Agreement.

INTERLOCAL AGREEMENT  
CONCERNING  
THE HOPE VI TUXEDO COURT  
REVITALIZATION PROJECT

THIS INTERLOCAL AGREEMENT, made and entered into as of the      day of January, 2007, by and between JEFFERSON COUNTY, ALABAMA (hereinafter referred to as the "County"), and the CITY OF BIRMINGHAM, ALABAMA (hereinafter referred to as the "City")(collectively, the forgoing parties are sometimes referred to herein as "the Parties" or individually as a "Party").

RECITALS

WHEREAS, Act No. 1969-916, Acts of Alabama (the "Act") authorizes the County and municipalities and public corporations located therein to make the most efficient use of their respective powers by enabling such entities to cooperate with each other on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of the County and such municipalities;

WHEREAS, the Act authorizes the County and the City to enter into agreements for joint or cooperative action pursuant to the provisions of the Act;

WHEREAS, Section 24-1-132 of the Code Of Alabama (1975) provides that, for the purpose of aiding and cooperating in the planning, undertaking, construction or operation by housing authorities of housing projects located within the area in which it is authorized to act, any city, county, or municipal corporation, may, upon such terms, with or without consideration, as it may determine: cause parks, playgrounds, recreational, community, educational, water, sewer, drainage facilities or any other works which it is otherwise empowered to undertake to be furnished adjacent to or in connection with housing projects; furnish, dedicate, close, pave, install, grade, regrade, plan or replan streets, roads, roadways, alleys, sidewalks or other places which it is otherwise empowered to undertake; cause services to be furnished to the housing authority of the character which it is otherwise empowered to furnish; do any and all things necessary or convenient to aid and cooperate in its planning, undertaking, construction or operation of such housing projects; incur the entire expense of any public improvements made by it in exercising the powers granted thereunder; and enter into agreements, which may extend over any period, notwithstanding any provision or rule of law to the contrary, with a housing authority respecting action to be taken pursuant to any of the powers granted thereunder;

WHEREAS, pursuant to the Act, and as authorized by Section 24-1-132 of the Code Of Alabama (1975), the Parties desire to act cooperatively in connection with the development of the HOPE VI Tuxedo Court Revitalization Project, as described below;

WHEREAS, the Housing Authority of the Birmingham District (HABD) has been awarded approximately Twenty Million Dollars (\$20,000,000) in HOPE VI funds in connection with a \$54 million project to revitalize Tuxedo Court, a public housing community located in the Ensley area of Birmingham which has been found to contain severely distressed public housing;

WHEREAS, HABD and the residents of Tuxedo Court, in partnership with the City, have taken advantage of the HOPE VI process to develop a Tuxedo Court Revitalization Plan (the "Revitalization Plan") which proposes to leverage the locational assets of the site, adjacent historic structures, the financial opportunities of HOPE VI, and the human resources of the Tuxedo Court residents to create an exciting and livable neighborhood;

WHEREAS, HABD has proposed to act as developer for the creation of a master-planned, mixed-use, mixed-income, and mixed-finance community on the site of the current Tuxedo Court public housing development in Ensley, through a project which will involve clearing the site and developing a new, revitalized community (the "Tuxedo Court Revitalization Project") on the site that will contain approximately 306 residential units to be comprised of single family homes, duplexes, townhouses and garden apartments, and which will include the renovation of two community buildings, a daycare center and a community center, the construction of a new management-maintenance facility and a new linear park;

WHEREAS, the County and the City agree that extensive new infrastructure must be created to support the Tuxedo Court

Revitalization Project, to develop a neighborhood street pattern for the Tuxedo Court Revitalization Project and to strengthen linkages with the downtown Ensley area;

WHEREAS, the Parties have determined that the economic base of the City and the County, as well as the prosperity and welfare of the citizens of each, will be advanced if the land within the area encompassed by the Tuxedo Court Revitalization Project and area adjacent thereto is developed in an orderly manner so as to design and construct infrastructure improvements, including public streets, curbs, gutters, storm sewers, traffic signals, lighting, sidewalks, right-of-way improvements (including landscaping, furniture and public art displays) and sanitary sewer trunk line extensions (collectively, the "Infrastructure") at the appropriate locations and at reasonable cost;

WHEREAS, the City and the County have agreed to participate in the development of the Tuxedo Court Revitalization Project by providing partial funding for the Infrastructure as set forth in this Agreement;

WHEREAS, the City and the County find that the Infrastructure is a necessary component of the Tuxedo Court Revitalization Project and is in furtherance of the objectives of the Revitalization Plan; and

WHEREAS, the Parties have agreed that it is necessary, appropriate and in the public interest that the parties enter into this Agreement pursuant to authorization granted by the Act in order to provide for a cooperative framework for assistance to the Tuxedo Court Revitalization Project by facilitating and providing partial financial assistance for the development of the Infrastructure as described in this Agreement.

NOW THEREFORE, in consideration of these Recitals, the mutual agreements, benefits and responsibilities outlined herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **PURPOSE.** It is the purpose of this Agreement to enhance the ability of the Parties to improve the present health, safety, convenience and welfare of the citizens of the City and the County and to provide positives steps for the future development of the Tuxedo Court Revitalization Project.

2. **RESPONSIBILITIES OF THE COUNTY.** The County agrees to transfer to the City funds in the amount of Two Million Dollars (\$2,000,000) (the "Funds") no later than January 15, 2007. The Funds will be made available by the City to HABD exclusively for general infrastructure, other than sewer, in support of the Tuxedo Court Revitalization Project.

3. **RESPONSIBILITIES OF THE CITY.**

(a) The City agrees to deposit the Funds into an account for the Tuxedo Court Revitalization Project and to make the Funds available to HABD for use only for the purposes described in Paragraph 2 above and only in accordance with a separate contract to be entered into between the City and HABD concerning funding for the Tuxedo Court Revitalization Project.

(b) The City agrees to provide its own funding for the development of the Infrastructure for the Tuxedo Court Revitalization Project by allocating an initial amount of Five Million Eight Hundred Thousand and No/100 Dollars (\$5,800,000.00) (the "City's Initial Funds") therefor.

(c) In addition to the City's Initial Funds, it is the City's intent, subject to the required approvals and other conditions described below, to provide additional funding and inkind assistance in an amount not to exceed Five Hundred Two Thousand Two Hundred Ninetyseven and No/100 Dollars (\$502,297.00) as follows: the City will provide up to \$215,0000 worth of inkind landscaping services in a time, place and manner to be mutually agreed upon by the City and HABD and, subject to availability of funds and City Council approval, the City will allocate additional funding in an amount not to exceed Two Hundred Eightyseven Thousand Two Hundred Ninetyseven and No/100 Dollars (\$287,297.00) through an amendment to the City's 2007 fiscal year budget.

4. **DURATION OF AGREEMENT; TERMINATION.** This Agreement shall become effective immediately upon execution by the last of the Parties to sign, and shall be effective for three (3) years from that date. The Agreement shall terminate automatically on such date without the requirement of notice of such termination by either Party; provided, however, that the Parties may extend the term of this Agreement prior to such termination date by mutual agreement.

5. **DISPOSITION OF FUNDS UPON TERMINATION OF AGREEMENT.** Any of the Funds which have not been expended by the City upon the expiration of the term of this Agreement shall be repaid to the County without interest within thirty (30) days following such termination of the Agreement.

6. **ACCOUNTABILITY; REPORTING.** The City shall maintain, and shall require that HABD at all times maintain, appropriate project documents, including records to document all receipts and expenditures pursuant to this Agreement. Such documents and records shall be open to review by the County during normal business hours of the City and of HABD, respectively, upon reasonable advance notice from the County. The City will require HABD to provide periodic reports to the County concerning expenditures of the Funds.

7. **GENERAL TERMS.**

(a) The Parties agree that the County and the City are separate and distinct entities and neither of the Parties shall be considered to be the agent of the other, and shall not have any general authority to enter into any contract, assume or impose any obligation or make any warranties on behalf of the other.

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

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

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

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

(f) As required by the Act, upon the execution of this Agreement by all parties hereto, this Agreement (i) shall be recorded in the Office of the Probate Judge of Jefferson County, Alabama, and (ii) shall be filed with the Office of the Alabama Secretary of State.

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

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

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

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

To the City: Mayor of the City of Birmingham  
City Hall  
710 North 20<sup>th</sup> Street  
Birmingham, Alabama 35203

With a copy to:  
City Attorney  
City of Birmingham  
710 North 20<sup>th</sup> Street, Room 600  
Birmingham, Alabama 35203

To the County:  
Jefferson County Commission  
Attention: Commission President  
Jefferson County Courthouse  
716 North Richard Arrington Jr. Blvd.  
Birmingham, Alabama 35203

With a copy to:  
County Attorney  
7 16 North Richard Arrington Jr. Blvd.  
280 Jefferson County Courthouse  
Birmingham, Alabama 35203

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

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

ATTEST:

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins

Commission President

ATTEST:

CITY OF BIRMINGHAM, ALABAMA

Paula R. Smith, City Clerk

Bernard Kincaid, Mayor

Approved As To Form By Law Department:

Assistant City Attorney/Date

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

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Feb-20-2007-215

WHEREAS, studies to construct the I-459 Northern Beltline began in the late 1980's; and

WHEREAS, subject to availability of funding, dissolution of environmental/design concerns and right of way acquisition, construction of the first section of I-459 Northern Beltline could begin as early as 2008; and

WHEREAS, the completion of the entire Northern Beltline will be completed no earlier than 2025, and

WHEREAS, the Jefferson County Commission has been a strong supporter of the new Northern Beltline since its inception; and  
WHEREAS, the Northern Beltline is deemed an important new roadway to the improved quality of life for the citizens of Jefferson County; and

WHEREAS, the Northern Beltline will greatly improve transportation circulation throughout Jefferson County by providing alternate, intrastate and interstate, accesses to Alabama 259; U.S. 78/future I-22; Interstate 65; U.S. 31; Alabama Highway 79 and Alabama Highway 75; and

WHEREAS, the completion of the Northern Beltline, coupled with the completion of the new Interstate 22, will create a much improved transportation network for businesses that rely on highway access to maintain a competitive advantage; and

WHEREAS, a healthy and enhanced business environment creates a stronger economy for Jefferson County; and

WHEREAS, this project will bring about an economic "boom" for Jefferson County.

NOW, THEREFORE, BE IT RESOLVED, that in recognition of the immense importance of the I-459 Northern Beltline to the quality of life and economic well-being of the citizenry, the Jefferson County Commission encourages Governor Bob Riley and Alabama Department of Transportation Director, Joe McInnes to expedite this project as much as possible.

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

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Feb-20-2007-216

WHEREAS, Commissioner Bettye Fine Collins is a Government Representative on the Sub-Committee of Progress 280; and

WHEREAS, a County Representative needs to be appointed in her stead on this Committee.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Commissioner Bobby Humphryes be approved to serve on the Sub-Committee of Progress 280.

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

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Feb-20-2007-217

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is authorized to transfer \$242,377.84. From Capital Fund (21) to the General Fund (01) for General Services positions, equipment, roof repair and refinishing brass.

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

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Feb-20-2007-218

BE IT RESOLVED by the Jefferson County Commission, that the Finance Director is hereby authorized and directed to transfer \$208,500 from the Capital Fund (21) miscellaneous equipment account to the General Fund (01) to cover the additional cost of the property appraisal for Jefferson County and expenses incurred due to the consent decree.

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

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Communication was read from Roads & Transportation recommended the following:

1. BellSouth to install 90' of buried cable at Lot #36 Fletcher Road in
2. Bellsouth to install 1,396' of buried cable for Willow Glenn Subdivision on Fieldstone Circle in Chalkville.
3. Sumiton Gas to install 600' of 2" gas main at 8664 County Line Road in Dora.
4. Trussville Utilities to install 2,400' of 4" gas main at Dewey Heights Road and Laze Acres Trail.

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

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Feb-20-2007-219

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Shannon Oxmoor Road at the CSX Railroad crossing in order for CSX Railroad to construct a new parallel rail line. The road is scheduled to be closed Wednesday, February 21 through Thursday, February 22, 2007.. We will also establish and maintain a detour route in accordance with the Federal Manual on Uniform Traffic Control Devices.

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

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Feb-20-2007-220

A RESOLUTION AUTHORIZING THE BESSEMER TAX COLLECTOR USE OF A MOTOR POOL UNIT  
FOR THE PERIOD MARCH - SEPTEMBER 2007 DUE TO TEMPORARY FIELD WORK DEMANDS

WHEREAS, the Bessemer Tax Collector has a special need for a motor pool vehicle for a seven (7) month period, as a result of temporary field work demands.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Fleet Manager is hereby authorized to issue a motor pool unit to the Bessemer Tax Collector for the months of March through September 2007.

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

Feb-20-2007-221

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: February 13, 2007  
Purpose: Payment for acquired right-of-way:  
0.07 acres (more or less)  
0.03 acres (more or less) temporary construction easement  
Tract No. 6 - Heflin Avenue - Topics Phase VII Project No.: STPBH-9802(75)  
Agent: Jim Miller  
Price: \$4,000.00  
Pay to the order of: Sidney R. Roberts  
Mailing Address: 505 Heflin Avenue E.  
Birmingham, AL 35214  
Fund #22-0000-52503-0000-70047-000  
Check Delivery Code 5000

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

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Feb-20-2007-222

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-2006-066 A.J. Properties, LLC, owner; Kim F. Parker, agent. Change of zoning on Parcel ID# 10-34-3-0-6 in Section 34 Twp 15 Range 1 East from A-1 (Agriculture) to I-1 (Light Industrial) for a garden and landscaping materials business. (Site Only: 8292 & 8293 Micklewright Road, Trussville, AL 35173) (ARGO) (3.5 Acres M/L)

RESTRICTIVE COVENANTS: 1. the developer shall make additional improvements to Micklewright Road, as may be deemed necessary by Traffic Engineering, if and when any additional development is undertaken at this location and all improvements will be at the developer's expense; and, 2. the property shall be used exclusively for a retail garden and landscaping materials business only; 3. REVERSIONARY CLAUSE; 4. BEST MANAGEMENT PRACTICES regarding stormwater, drainage and erosion control.

Z-2006-089 Jeff King, owner. Change of zoning on Parcel ID# 31-35-3-0-5.001 and 31-35-2-0-part of 1.002 in Section 35 Twp 18

Range 5 West from A-1 (Agriculture) to I-3 (Industrial) for compliance for storage and parking of boats. (Site Only: 4931 15th Street Road, Hueytown, AL 35023) (HUEYTOWN) (2.2 Acres M/L)

RESTRICTIVE COVENANTS: 1. Property is to be used solely for access and the display of boats for sale only; 2. no more than eight (8) boats shall be located on the property at any time; and, 3. the property owner shall provide a commercial driveway to be constructed in accordance with the specifications of the Department of Roads & Transportation.

Motion was made by Commissioner Humphries seconded by Commissioner Carns that Z-06-066 and Z-06-089 be approved. Voting "Aye" Humphries, Carns, Collins, Langford and Smoot.

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Feb-20-2007-223

RESOLUTION AUTHORIZING THE COMMISSION PRESIDENT  
TO SIGN A CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT  
WITH STORM WATER MANAGEMENT AUTHORITY, INC.

WHEREAS, the Jefferson County Commission wishes to obtain information from Storm Water Management Authority, Inc; and  
WHEREAS, Storm Water Management Authority, Inc. requires execution of a Confidentiality and Non-Disclosure Agreement prior to the release of information.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign the Confidentiality and Non-Disclosure Agreement for the release of information with Storm Water Management Authority, Inc.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The undersigned party, JEFFERSON COUNTY COMMISSION (the "Requesting Party"), and STORM WATER MANAGEMENT AUTHORITY, INC., an Alabama public corporation (the "Authority"), have entered into this Agreement to be effective as of the date on which both parties have executed same.

RECITALS:

WHEREAS, the Authority is a public corporation organized pursuant to ALA. CODE § 11-89-1 et seq. (the "Act") to serve the purposes set forth in the Act and to assist the member governing bodies in carrying out implementation of storm water laws; and

WHEREAS, the Requesting Party has requested certain information and/or data from the Authority; and

WHEREAS, the parties hereto wish to memorialize the terms upon which the dissemination of information from the Authority to the Requesting Party shall be governed.

NOW, IN CONSIDERATION THEREFORE, the undersigned parties hereby agree as follows:

1. CONFIDENTIAL INFORMATION. The Requesting Party has requested certain governmental and/or proprietary information from the Authority for governmental purposes and the Requesting Party hereby acknowledges to the extent allowed by law that any and all information furnished to the Requesting Party shall be considered confidential information ("Confidential Information"). Confidential Information includes without limitation, all plans, specifications, water samples, contracts, statistics, correspondence, drawings, sketches, models, samples, patterns, reports, technical information or data, and further includes any data obtained, recorded or compiled by the Authority. The Requesting Party further recognizes that the Confidential Information may be in various forms including without limitation, written, oral or electronic information.

2. NON-DISCLOSURE. The Requesting Party agrees to the extent allowed by law to treat all Confidential Information as confidential and agrees not to disclose or show it to others, without the prior written consent of the Authority, except the Requesting Party's obligations shall not apply to information which:

(a) was in the Requesting Party's possession, under no obligation of secrecy, at the time of its disclosure to the Requesting Party by the Authority and which was not originally obtained directly or indirectly from the Authority;

(b) the Authority has already voluntarily, willingly and knowingly made available and accessible to the public; or

(c) is required to be disclosed by law, pursuant to a subpoena or order of a court, administrative agency or other authority with proper jurisdiction, provided that the Requesting Party shall give the Authority adequate and sufficient written notice of such subpoena or order directed to the Requesting Party (or others in concert with the Requesting Party) so that the Authority has the opportunity fully to object to such disclosure (including the filing of necessary written pleadings or objections, and exhaustion of remedies and appeals).

3. NON-USE. The Requesting Party also agrees to the extent allowed by law not to use nor permit the use of any the Confidential Information for any purpose other than the purpose set forth in the Requesting Party's application/request for such information. In the

event

that the Requesting Party desires to use certain Confidential Information for a purpose other than the basis upon which the Authority released such information, then the Requesting Party shall provide the Authority with a written request for such different use.

4. TITLE TO CONFIDENTIAL INFORMATION. The title to any of the Confidential Information which is provided to or acquired by the Requesting Party shall be vested in the Authority, and the Requesting Party agrees to return or deliver the Confidential Information (including all originals and copies, and including material, goods, documents, equipment or apparatus) to the Authority upon the Authority's request within thirty (30) days after such request.

5. PROTECTION OF THE CONFIDENTIAL INFORMATION. The Requesting Party agrees to the extent allowed by law to take appropriate measures to safeguard the confidentiality of all Confidential Information. It shall be the Requesting Party's responsibility to insure that its personnel abide by the terms of this Agreement, and the Requesting Party shall advise and inform its personnel of the obligations of the Requesting Party under this Agreement. The Requesting Party may disclose the Confidential Information received hereunder to its agents, consultants and contractors for the purposes of carrying out governmental purposes, provided that such agents, consultants and contractors to the extent allowed by law have entered into written agreements (in substantially the form attached hereto as Exhibit "A" on file in the Minute Clerk's office) pursuant to which they obligate themselves to refrain from unauthorized disclosure of the Confidential Information to the same extent and consistent with the same terms as the Requesting Party is bound hereunder. The Requesting Party agrees to the extent allowed by law it shall remain fully and independently liable for any unauthorized disclosure or unauthorized use of the Confidential Information by its agents, consultants and contractors of the Confidential Information such as disclosure in breach of this Agreement or any agreement signed by said consultant(s) or contractor(s), and further agrees that the execution of such agreements by its agents, consultants and contractors shall in no way relieve the Requesting Party from liability to the Authority hereunder with respect to disclosures by its agents, consultants and contractors.

6. NON-LIABILITY OF THE AUTHORITY. The Authority shall have no liability to the Requesting Party or its personnel, officers, or agents arising out of the Requesting Party's use of any of the Confidential Information, or the failure of any information, material, documents, or data furnished to the Requesting Party by the Authority or produced by the Authority for the Requesting Party. Any Confidential Information provided to the Requesting Party by the Authority shall be without any type of warranty whatsoever, including without limitation any type of warranty regarding accuracy, correctness and/or fitness for a particular purpose. The Authority hereby disclaims any and all liability and damage, whether direct, indirect or contingent or whether in tort, contract or otherwise, in connection with the Confidential Information or the Authority's performance of this Agreement. The Requesting Party's receipt of any Confidential Information is expressly conditioned upon the release of the Authority from all liability. Use of the Confidential Information by the Requesting Party or its agents, employees or officers shall be at the sole risk of the Requesting Party, or warranty from, the Authority.

7. MULTIPLE REQUESTS FOR INFORMATION. The Requesting Party may independently request additional information from the Authority at different times and dates and for different purposes. Both parties agree that this Agreement shall govern each and every request for information tendered by the Requesting Party to the Authority unless the parties hereto agree to be bound by further or additional terms (separate and independent from the terms and provisions of this Agreement) which such terms must be memorialized in writing and executed by the parties to be binding and effective.

8. REPRESENTATIONS AND WARRANTIES. The Requesting Party hereby represents and warrants unto the Authority that: (A) this Agreement has been duly approved by all necessary governmental procedures and officials; (B) it has the authority to enter into this Agreement which such occurrence shall not violate any applicable law or provision of its organizational documents; (C) the signatures of the respective officers) or official(s) of the Requesting Party shown on the counterpart signature page(s) constitute the valid execution by the authorized officers of its governing body; and (D) the purpose for which the Confidential Information has been requested is true and accurate and constitutes a specific governmental purpose.

9. INDEMNIFICATION. To the fullest extent permitted by law, the Requesting Party hereby agrees to hold harmless, indemnify and defend the Authority, its agents, employees, officers and officials, in connection with any type of damage, claim for loss, expense or other type of liability whatsoever (including attorney's fees) arising in connection with the Confidential Information, or the use thereof, asserted or incurred by any party. Under no circumstances shall the requesting party be liable for the negligent or intentional acts of the Authority.

10. CONTACT PERSON. The Requesting Party's contact person receiving the Confidential Information shall be Kevin Morse . The Authority's contact person to provide the Confidential Information shall be Garry Miller. Either party may change the name of its contact person by prior written notice to the other.

11. ASSIGNMENT. This Agreement may not be assigned by the Requesting Party without the prior written consent, in its sole discretion, of the Authority. This Agreement is assignable by the Authority to any other party without the consent of the Requesting Party.

12. BINDING ON SUCCESSORS. The obligations of the Requesting Party contained herein shall be binding upon any divisions, subsidiary, assignee, transferee, successor, or receiver of the Requesting Party.

13. SPECIFIC PERFORMANCE. The parties hereto agree that the Confidential Information is valuable, that failure of the



Requesting Party to perform to the extent allowed by law its obligations hereunder will result in irreparable injury and damage, and that specific performance of such obligations may be obtained by suit in equity.

14. AMENDMENT. This Agreement may only be amended by an instrument in writing executed by all of the parties hereto.

15. SECTION HEADINGS. Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement.

16. LAW OF AGREEMENT. This Agreement shall be interpreted and construed under and in accordance with the law of Alabama.

17. JURISDICTION/SERVICE OF PROCESS/ATTORNEY FEES. The parties hereby (a) agree that any suit, action or other legal proceeding arising out of this Agreement shall be brought in the courts of record of the State of Alabama or the courts of the United States located in the State of Alabama; (b) consent to the jurisdiction of each such court in any such suit, action or proceeding, and (c) waive any objection which they may have to the laying of venue of any such suit, action or proceeding in any of such courts.

18. UNENFORCEABILITY. In the event that any provision of this Agreement, or any portion thereof, is deemed to be unenforceable by a court of competent jurisdiction, then the remainder of such Agreement shall remain in full force and effect and only the unenforceable provisions(s), or portions thereof, shall be considered to be unenforceable.

19. COUNTERPARTS. This Agreement may be executed in more than one counterpart, each of which shall constitute an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their respective duly authorized officers, under seal, as of the date set forth above.

REQUESTING PARTY:

Jefferson County Commission

Bettye Fine Collins

Its: President

Attest:

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STORM WATER MANAGEMENT AUTHORITY, INC., an Alabama public corporation

By:

Its:

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

Humphryes, Carns, Collins, Langford and Smoot.

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Feb-20-2007-224

RESOLUTION AUTHORIZING THE PURCHASE OF  
OWNER-OCCUPIED RESIDENTIAL PROPERTIES  
LOCATED IN FLOOD HAZARD AREAS  
UNDER THE FLOOD MITIGATION PROGRAM

WHEREAS, the Jefferson County Commission has established a Flood Mitigation Program for the purpose of limiting damage from flooding events; and

WHEREAS, a part of that program is the purchase of owner-occupied single-family housing in the unincorporated county and in cities participating in the Jefferson County Flood Mitigation program that are located in flood hazard areas and that have experienced flood damage; and

WHEREAS, of those property owners who have applied for assistance under the buyout program 78 properties have been found to be eligible for the current phase of the program, which includes properties in the 100year Floodplain where the house has had flood damage to the living area and properties obstructing the Floodway.

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

1. The President of the Commission is authorized to execute all documents relative to the offer to purchase, the purchase, and the removal of the 78 houses in this phase of the Flood Mitigation Program;
2. Houses in the participating cities will only be acquired after the city fully qualifies for participation in the program;
3. The funds for the acquisition will come from the already established Flood Mitigation Program funds under 01-3101-57501;
4. The acquisition of all houses under the program is strictly voluntary;

