

STATE OF ALABAMA)

JEFFERSON COUNTY) February 28, 2012

The Commission convened in regular session at the Birmingham Courthouse at 9:04 a.m., David Carrington, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of February 14, 2012, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

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The Commission met in Work Session on February 22, 2012, and approved the following items to be placed on the February 28, 2012, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 3.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 11.
- Commissioner Carrington, Administrative Services Committee - Item 1 and 2.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 7.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 18.

Dr. Frederick Hamilton, Director of Community & Economic Development updated the Commissioner regarding disaster recovery action plan which would be coming before the Commission for approval at a later date.

Commissioner Knight asked the Commission to consider a policy decision regarding installation of emergency sirens since the Roads & Transportation Department no longer provided this service due to budget restraints. Alan Kniphfer, Director of the County EMA stated, along with the Wayne Sullivan, Director of Roads & Transportation, that they were developing a contract between the two for this service.

Commissioner Knight also asked that efforts be made to reopen the Center Point Satellite Courthouse to alleviate the long lines for tag renewals at the Birmingham and Bessemer Courthouses.

Commissioner Carrington called for an apology from Jim Williams, Jr., Executive Director of Public Affairs Research Council of Alabama (PARCA) regarding his statement in a Birmingham News article about Jefferson County not having detailed information about the Fiscal 2012 budget that was adopted.

Tony Petelos, County Manager announced that David Hooks has been hired as the Director of Capital Structure & Investments.

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Feb-28-2012-131

WHEREAS, one of the two stand-by power generators failed during a scheduled power outage at the Al Seier pump station; and

WHEREAS, one generator will not supply sufficient power to operate the minimum number of pumps needed convey sewage flows received at the station; and

WHEREAS, the Cahaba River Wastewater Treatment Plant staff along with the electrical and maintenance staff were able to diagnose the problem to the generator and are unable to complete the repairs; and

WHEREAS, if not repaired immediately, this lack of available stand-by power poses a threat to the health, safety, convenience and welfare of the community and may cause potential water quality violations.

NOW THEREFORE BE IT BY THE JEFFERSON COUNTY COMMISSION that pursuant to the Alabama competitive bid law statute § 41-16-53 an emergency exists therefore suspending the usual and customary requirements of said bid law. In light of said emergency, the contract signed by the Commission President in the amount of \$68,543 with Thompson Power Systems, 2500 Pinson Valley Parkway Birmingham, AL 35217 is hereby ratified.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

2/28/2012

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PLUMBERS AND GAS FITTERS RENEWAL LICENSE	GEN SVCS: ADMINISTRATION	60.00	1900055449
DISTRICT 1	1000193	JEFFERSON CO TREASURER	UNIFORMS FOR DEPUTY CORONER	CORONER/MEDICAL EXAMINER	139.90	1900056062
DISTRICT 1	1000193	JEFFERSON CO TREASURER	OFFICE SUPPLIES FOR GENERAL SERVICES	GEN SVCS: ADMINISTRATION	79.97	1900055828
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR SEWER BILLING MAIL OUT.	GEN SVCS: ADMINISTRATION	56.64	1900055802
*DISTRICT 1					336.51	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH COM DEV: DEED RECORDING - EDGEWATER PRO	COMMUNITY DEVELOPMENT	46.00	1900055897
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CALCULATORS, PVC PIPE, PLUMBING SUPPLIES	R&T: HIGHWAY MAINT-BESSEMER	56.74	1900056030
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REPLACE TITLE 96 MOBILE HOME MORGAN RD. WHAL12282	R&T: ADMINISTRATION	15.00	1900055908
DISTRICT 2	1000193	JEFFERSON CO TREASURER	KEYS FOR CAMP KETONA	R&T: HIGHWAY MAINT-KETONA	10.68	1900056060
DISTRICT 2	1003628	GOVDEALS INC	PMT OF ONLINE AUCTION FEES INV# 311-012012	FLEET MGMT AUCT EQUIP ACQUI	891.40	1900055920
*DISTRICT 2					1,019.82	
DISTRICT 3	1000032	ALABAMA MESSENGER	AL MESSENGER 2012 SUB RENEWAL JEFF CTY TREASURER	TREASURER	15.00	1900055771
DISTRICT 3	1000032	ALABAMA MESSENGER	AL MESSENGER 2012 SUB RENEWAL BESSEMER TREASURER	TREASURER	15.00	1900055773
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. POSTAGE-BIRMINGHAM(TITLE APP) 71.20	REVENUE	71.20	1900055651
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PRINTER&CARTRIDGE	SHERIFF ENFORCE-BIRMINGHAM	53.98	1900055697
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. TRAVEL AUDIT-C. BELL 12/4-9 NC & GA	REVENUE	0.02	1900055649
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB POSTAGE-BESSEMER 1/3/2012	REVENUE	5.59	1900055650
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. MILEAGE- ENF.EXAMINERS - DEC 2011	REVENUE	358.83	1900055652
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ROGER: LASER PRINTER LABELS	INFO TECH: TECHNICAL SERVICES	11.99	1900056035
DISTRICT 3	1029114	THE APPRAISAL FOUNDATION	USPAP BOOK AND PDF VERSION	BD OF EQUAL - BHAM STATE	150.00	1900056037
*DISTRICT 3					681.61	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FEMA DR-1971 DONATIONS WAREHOUSE SERVICES & FUEL	EMA - DISASTER RECOVERY	960.34	1900055765
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - JAN.TORNADO EMA DONATED GOODS WHSE & FUEL	EMA - DISASTER RECOVERY	594.00	1900056036
DISTRICT 4	1000193	JEFFERSON CO TREASURER	TORNADO WATCH 1222012 - FOOD FOR EOC & PROPANE	EMA - DISASTER RECOVERY	78.89	1900055916
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FEMA DR-1971 DONATIONS WAREHOUSE SERVICES & FUEL	EMA - DISASTER RECOVERY	677.81	1900055904
DISTRICT 4	1000193	JEFFERSON CO TREASURER	TORNADO WATCH 1222012 ACTIVATION - REPAIR PARTS	EMA	7.99	1900055906
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EOC TORNADO ACTIVATION 1/23/12 FOOD & SUPPLIES	EMA - DISASTER RECOVERY	172.75	1900056082
DISTRICT 4	1022519	RILEY & JACKSON PC	LEGAL FEES FOR 911 BOARD	GEN SVCS: COMM E911	1,437.50	1900055972
*DISTRICT 4					3,929.28	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	URNAL PARTS, HAND SANITIZER, OIL, COUPLINGS, NIPPL	ES: SHADES LINE MAINTENANCE	541.21	1900054909
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ADAPTER FOR DRILL AT AL SEIER PUMP STATION	ES: CAHABA RIVER WWTP	146.77	1900055306
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CSCREIMBURSEMENT_HEZEKIAH JACKSON	PER BD: ADMINISTRATION	30.00	1900055191
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PURCHASED WATER PIPE INSTALLATION	ES: LEEDS WWTP	11.64	1900055743
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ROD,FITTINGS,BELTS,	ES: VILLAGE MAINTENANCE SHOP	536.79	1900055763
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ROD, WELDING WIRE	ES: VILLAGE MAINTENANCE SHOP	101.18	1900055764
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COUPLINGS;PLIERS;POSTAGE;MEDICAL SUPPLIES;	ES: FIVE MILE CREEK WWTP	246.51	1900055642
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DIGITAL CAMERA;SOLENOID VALVE;	ES: VILLAGE ELECTRICAL SHOP	325.50	1900055662
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HOSES;ADAPTERS;	ES: FIVE MILE CREEK WWTP	357.69	1900055643
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HOSES;	ES: FIVE MILE CREEK WWTP	341.43	1900055644
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TRVL CHARGER;THERMOMETER;RELAY-120V;	ES: VILLAGE ELECTRICAL SHOP	277.87	1900055913
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERY	ES: CONSTRUCT SEWER LINE	50.00	1900056032
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RANGE BOWLS, CDL,SHARPENER,KEYS, BULBS,BRILLO PADS	ES: ADMIN LINE MAINTENANCE	193.69	1900055829
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CAMPA CHEM,DISH DET,WIRE CONNECTORS,WASHERS,LAMP	ES: TV INSPECTION & GROUTING	80.97	1900055830
DISTRICT 5	1000193	JEFFERSON CO TREASURER	1/2 GALLON JUGS FOR LAB SAMPLES	ES: CAHABA RIVER WWTP	129.60	1900056045
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOUGHT BOLTS FOR INFLUENT PUMP.	ES: CAHABA RIVER WWTP	44.46	1900055767
DISTRICT 5	1000193	JEFFERSON CO TREASURER	UPS POSTAGE TO SEND PULSAR METER BACK	ES: TURKEY CREEK WWTP	10.87	1900056042
DISTRICT 5	1000193	JEFFERSON CO TREASURER	VALVE FOR PLANT WATER HOSE	ES: CAHABA RIVER WWTP	31.32	1900056044
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PINS FOR CHECK VALVE AT AL SEIER	ES: CAHABA RIVER WWTP	1.22	1900056046
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PIPE;CLAMPS;COUPLINGS;CHARGER;JUMP STARTER;	ES: FIVE MILE MAINT SHOP	162.71	1900055909
DISTRICT 5	1000193	JEFFERSON CO TREASURER	KEYS;ANCHOR;LEVEL;CABLE TIES;	ES: VILLAGE ELECTRICAL SHOP	47.25	1900055933
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOLTS FOR CHECK VALVE AT AL SEIER	ES: CAHABA RIVER WWTP	41.31	1900056047
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOUGHT FUSES NEEDED AT PLANT.	ES: CAHABA RIVER WWTP	7.02	1900055766
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BINDERS, DIVIDERS, PENS	ES: TURKEY CREEK WWTP	44.65	1900055903
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INK CARTRIDGES;POSTAGE;CELL PHONES & ACCESSORIES;	ES: FIVE MILE CREEK WWTP	363.79	1900055905
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GAS FILTER, RELAY	ES: TRUSSVILLE WWTP	45.92	1900056029
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RATCHET STRAP,SCREWDRIVER SET,STARTING FLUID,SAW B	ES: PACKAGE WWTP & PUMP STA	281.59	1900055902
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ROOF CEMENT, EPOXY,SCREWS,MASONRY BIT,TAPCON SCR	ES: PACKAGE WWTP & PUMP STA	346.24	1900056050
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TANK SPRAYER, AND RAIN GAUGE	ES: TURKEY CREEK WWTP	29.95	1900056031
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PURCHASED NEW PRINTER FOR SUPERVISOR OFFICE	ES: LEEDS WWTP	149.84	1900056043
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PVC;PLUG;METAL;CABLE;	ES: FIVE MILE CREEK WWTP	406.44	1900055998
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BELTS HOSE CARTRIDGE SWITCH TUBE STICK CONNECTORS	ES: VALLEY CREEK WWTP	892.51	1900055910
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOUGHT CAR CHARGER FOR GARY'S NEW PHONE	ES: CAHABA RIVER WWTP	14.96	1900056069
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE TO SUBMIT REPORTS TO EPA REGION 4	ES: SANITATION ADMIN	15.80	1900056073
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EMPLOYEE'S REIMBURSEMENTS	PER BD: TESTING	201.79	1900056075
DISTRICT 5	1026607	JEFF COUNTY BOARD OF ED	REFUND OF FEES REMITTED-GREASE CONTROL PRG	ES: BARTON LAB	200.00	1900055919
DISTRICT 5	1027521	DONIELLE GUSTAFSON	ASSESSOR_GUSTAFSONDONIELLE_0112SERGEANTROLEPLAY	PER BD: TESTING	79.16	1900056039
DISTRICT 5	1028027	TAQUERIA SU PRIMO LLC	REFUND OF FEES REMITTED-GREASE CONTROL PRG	ES: BARTON LAB	200.00	1900055917
DISTRICT 5	1028656	ANTHONY SCHULTZ	ASSESSOR_SCHULTZANTHONY_0112LTROLEPLAY	PER BD: TESTING	50.00	1900056038
DISTRICT 5	1028737	ARCVISION INC	REFUND OF FEES REMITTED-GREASE CONTROL PRG	ES: BARTON LAB	200.00	1900055915
DISTRICT 5	1029051	CAREY L DUNLAP	REFUND JANUARY RETIREE HEALTH PREMIUM	HUMAN RESOURCES ADMIN	342.26	1900055932
DISTRICT 5	1029083	LAWRENCE R. HICKS	REFUND JANUARY HEALTH/DENTAL/VISION	HUMAN RESOURCES ADMIN	391.57	1900055928
DISTRICT 5	1029088	EVA E. NDUKWE	FLEXIBLE SPENDING REIMBURSEMENT RETIREE	HUMAN RESOURCES ADMIN	27.00	1900056033
DISTRICT 5	1029137	SOURCE MEDIA INC	REQUIRED BANKRUPTCY ADVERTISING	COUNTY ATTORNEY	21,441.80	1900056068
*DISTRICT 5					9,442.28	
**					35,409.50	

Motion was made by Commissioner Knight seconded by Commissioner Brown that the Unusual Demands be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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.

For Week of 02/02/2012 - 02/08/2012

RECOMMENDED FOR:

- COOPER GREEN MERCY HOSPITAL FROM ALABAMA HOSPITAL ASSOCIATION. MONTGOMERY, AL, FOR AMERICAN HOSPITAL 2012 ANNUAL MEMBERSHIP DUES. SAP PURCHASE ORDER # 2000062382  
\$26,813.00 TOTAL INVOICE # AHA-2011-024

2. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM ESTES EQUIPMENT COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FUELING SITE MAINTENANCE ON AS NEEDED BASIS FOR THE PERIOD OF 10/11 -9/30/12.SAP PURCHASE ORDER # 2000058931 \$7,000.00 TOTAL REFERENCE BID #208-10
3. SHERIFF'S DEPARTMENT - BIRMINGHAM FROM LOCATE PLUS, BEVERLY, MA, TO PROVIDE INVESTIGATIVE DATABASE SOFTWARE SERVICES. SAP PURCHASE ORDER # 20000622292 \$8,814.96 TOTAL
4. EMERGENCY MANAGEMENT AGENCY (EMA) FRO NOLAND COMPANY, BIRMINGHAM, AL, FOR ELECTRICAL SUPPLIES FOR FEMA. SAP PURCHASE ORDER # 2000062330 \$9,335.00 TOTAL
5. EMERGENCY MANAGEMENT AGENCY (EMA) FROM BUFFALO ELECTRIC COMPANY, BIRMINGHAM, AL, FOR ELECTRICAL SUPPLIES FOR FEMA. SAP PURCHASE ORDER # 2000062406 \$6,052.71 TOTAL
6. COOPER GREEN MERCY HOSPITAL (CENTRAL SUPPLY) FROM UNIVERSAL HOSPITAL SUPPLIES, MINNEAPOLIS, MN, CHANGE ORDER TO ADD FUNDS TO EXISTING CON-TRACT FOR HOSPITAL EQUIPMENT RENTAL AND SERVICE. SAP PURCHASE ORDER # 2000060882 \$55,000.00 TOTAL HOSPITAL GENERATED CONTRACT

REPORTED FOR:

1. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SYNTHES, WEST CHESTER, PA. TO PAY FOR ORTHO IMPLANTS ORDERED BY KIM CROSBY ON BEHALF OF DR. JAMES FLOYD AND DR. WEAVER FOR IMPLANTING IN PATIENT S PEOPLES AND PINSON. SAP PURCHASE ORDER # 2000062427 \$10,354.00 TOTAL
2. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SYNTHES, WEST CHESTER, PA. TO PAY FOR ORTHO IMPLANTS ORDERED BY KIM CROSBY ON BEHALF OF DR. JAMES FLOYD FOR IMPLANTING IN PATIENTS DAVIS, PECK AND GOODEN. SAP PURCHASE ORDER # 2000062431 \$5,200.00 TOTAL

For Week of 02/09/2012 - 02/15/2012

RECOMMENDED FOR:

1. ENVIRONMENTAL SERVICES ADMINISTRATION FROM ADVERTISER COMPANY D/B/A THE MONTGOMERY ADVERTISER, MONTGOMERY, AL, OPEN PURCHASE ORDER FOR ADVERTISING SERVICES FOR 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000062555 \$6,500.00 TOTAL
2. ALL JEFFERSON COUNTY USER DEPARTMENTS FROM OFFICE DEPOT, BIRMINGHAM, AL, TO AWARD BID FOR GENERAL OFFICE SUPPLIES FOR THE PERIOD OF 3/1/12 - 2/28/13. REFERENCE BID # 49-12 \$0.00 TOTAL
3. SHERIFF'S DEPARTMENT - BIRMINGHAM FROM LOCATE PLUS, BEVERLY, MA, TO PROVIDE INVESTIGATIVE DATABASE SOFTWARE SERVICES. SAP PURCHASE ORDER # 20000622292 \$8,814.96 TOTAL
4. COOPER GREEN MERCY HOSPITAL FROM AAA ENVIRONMENTAL SERVICES, BIRMINGHAM, AL, TO AWARD CONTRACT FOR JANITORIAL EQUIPMENT REPAIR AS NEEDED FOR THE PERIOD OF 2/28/12 - 9/30/12. REFERENCE BID # 72-12 \$0.00 TOTAL
5. SHERIFF'S DEPARTMENT FROM ROBINSON TEXTILE, GARDENA, CA, FOR THE PURCHASE OF INMATE CLOTHING. SAP PURCHASE ORDER # 2000062664 \$8,444.00 TOTAL REFERENCE BID # 144-11

REPORTED FOR:

1. EMERGENCY MANAGEMENT AGENCY (EMA) FROM MOTOROLA INCORPORATED, ATLANTA, GA. SAP PURCHASE ORDER # 2000062695 \$30,000.00 TOTAL STATE OF ALABAMA CONTRACT # T-300
2. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, PALATINE, IL, TO PAY INVOICE # 5255795 FOR SUPPLIES, DATED 1/1/12. SAP PURCHASE ORDER # 2000062657 \$17,667.85 TOTAL REFERENCE BID # 203-10R
3. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, PALATINE, IL, TO PAY INVOICE # 102608340, DATED 12/12/11 AND INVOICE # 102625075, DATED 12/20/ 11. SAP PURCHASE ORDER # 2000062525 \$12,400.48 TOTAL REFERENCE BID # 204-10

Motion was made by Commissioner Knight seconded by Commissioner Brown that the Purchasing Minutes be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization - 18 participants  
Registration Only

(state funds) \$1,325.00

Jana Mc Pherson	Tyrone Long
David Ogden	Lynn Burgett
Dwayne Coste	Richard Quiones
Cleon Rogers	Gene Toxey
Aaron Self	Elizabeth Vines
John Michael Colburn	David Hinkle
Roy Stodghill	Bob Rogers
Don McAllister	Robin Henderson
Mike Callanhan	Jane Mardis

AAAO AL IIB – Appraisal Manual Commercial  
Birmingham, AL - March 7-9, 2012

Sheriff's Office - 10 participants

James Burns	\$1,143.41
Aarion Powell	\$1,143.41
Byron Jackson	\$1,143.41
Gregory Reeves	\$1,143.41
Calvin Avery	\$1,143.41
Ralph L. Bryant, Jr.	\$1,143.41
Jacob Freeman	\$1,143.41
Douglas D. Corder	\$1,143.41
Derrick King	\$1,143.41
George R. McCreless, Jr.	\$1,143.41

TAASRO Safe Schools Training Conference  
Gulf Shores, AL - June 3-8, 2012

Probate Court

Cynthia Vines Butler	\$712.00
Sarah Jacquelyn Rhodes	\$913.66

Probate Court Winter Conference  
Montgomery, AL - March 25-28, 2012

Tax Assessor - 4 participants

Richard Green	\$50.00
Jim Weldon	\$50.00
Cindy Jinks	\$50.00
Cheryl Hoskins	\$50.00

AAAO Mid-Winter Conference Workshop  
Madison, AL - March 8, 2012 (state funds)

Tax Assessor - 3 participants

Teresa Defnall	\$907.20
Daniel McAlpine	\$907.20
Quin Hameen	\$907.20

AL I: Property Tax Administration & Laws  
Madison, AL - June 3-8, 2012 (state funds)

Individual Staff Development

Commission

W. David Carrington	\$380.88
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Mandated County Commissioner Course - Roads & Bridges  
Prattville, AL - March 30-31, 2012

Community Development

Cheryl S. Collier	\$786.02
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HUD Training: HD420 Rental Housing Dev. Finance Course  
Atlanta, GA - March 12-15, 2012 (federal funds)

Pamela Mapp	\$1,936.72
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2012 National Assn. of Job Training Assistance Conference  
New Orleans, LA - March 19-23, 2012 (federal funds)

Revenue

Charles Bell	\$3,027.03
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Tax Audit  
Harrisburg & Hummelstown, PA – Richmond, VA  
March 10-24, 2012

Edgar Woodis	\$1,233.93
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Tax Audit  
Charlotte, NC - May 13-18, 2012

Roads & Transportation

Gregory Mike Key	\$1,001.40
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IRWA 2012 53<sup>rd</sup> Annual Right of Way Conf. & Course 209  
Tuscaloosa, AL - March 6-9, 2012

Tax Assessor		
James Weldon		\$225.00
AL IX: Personnel Property Appraisal Manual		
Tuscaloosa, AL - April 30 - May 4, 2012	(state funds)	
Betty Jane Alfano		\$125.00
AAAO: Dealing with Difficult People		
Birmingham, AL - March 5-6, 2012	(state funds)	
Betty Jane Alfano		\$125.00
AAAO Pre-District: Introduction to Collections		
Pelham, AL - April 9-10, 2012	(state funds)	

Motion was made by Commissioner Knight seconded by Commissioner Brown that Staff Development be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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BUDGET TRANSACTIONS

(1) Emergency Management Agency \$5,155

Increase revenue and expenditures to record an insurance payment for a vehicle damaged during the tornado on January 23, 2012.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the Budget Transactions. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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REQUEST FOR CERTIFICATIONS

Coroner/Medical Examiner

Deputy Coroner

(Person hired is to be notified that due to General Fund restraints, this position is subject to being cut.)

Environmental Services - Survey Engineering/Construction

Chief of Party

Environmental Services - E&C-Construct Sewer Line

Sewer Const./Maint Supervisor - provisional & regular

Skilled Laborer

Environmental Services - Turkey Creek WWTP

WWTP Operator II - 2 positions

Environmental Services - Valley Creek WWTP

WWTP Operator II - 2 positions

Environmental Services - Package Plants & Pump Stations

WWTP Operator

Electrician

Environmental Services - Barton Labs

Sewer Service Inspector

Motion was made by Commissioner Carrington seconded by Commissioner Brown that the Request for Certifications be approved. Voting "Aye" Carrington, Brown, Bowman, Knight and Stephens.

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Feb-28-2012-132

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Health Trust, LLC to provide appraisal services of the Jefferson Rehabilitation & Health Center in the amount of \$4,500.00 (\$3,000 for services - \$1,500 for outstanding invoice from June, 2011).

CONTRACT NO. 3522

PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 31<sup>st</sup> day of January 2012, by and between Jefferson County, Alabama, hereinafter called "the County", and Health Trust, LLC, hereinafter called "the Contractor". The effective date of this agreement shall be February 14, 2012.

WHEREAS, the County desires to contract for Appraisal Services far the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said Appraisal Services to the County.

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.

2. SCOPE OF SERVICES The Contractor shall perform all necessary appraisal services provided under this Contract as required by the Commission. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the appraisal of the Jefferson Rehabilitation and Health Center, a 238-bed skilled nursing facility located at 200 North Pine Hill Road, Birmingham, Alabama 35217. The scope of services will include:

- Property Inspection
- Macroeconomic (research)
- Competitive Market Research
- Site and Improvement Analysis and Research

And sufficient analysis and research to prepare the following:

- Sales Comparison Approach (if applicable)
- Cost Approach
- Any other applicable methods

Other deliverable will include a summary appraisal report. The report will conform to FIRREA standards and USPAP.

Contractor's appraisals are performed and written reports are prepared in accordance with the Uniform Standards- of Professional Appraisal Practice of the Appraisal Foundation and with the Appraisal Institute's Standards of Professional Practice and Code of Professional Ethics.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional appraisal for referenced scope of services to the at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2012.

4. COMPENSATION: Contractor's professional fees are based on the estimate of the engagements complexity and the staff time required. Contractor's cost and fee are dependent upon the cooperation and assistance of the County in obtaining the information required to complete this engagement. Contractor's professional fee is \$3,000.00 for the written appraisals. A 100°/a retainer fee is required prior to beginning work.

Directly related job expenses including travel, long-distance telephone calls, and other out of pocket expenses are included in the fee total. The base fee includes typical liaison with the County.

Three (3) copies (two hard and one soft) of Contractor's report will be furnished within the fee structure. Additional copies will be provided at \$250.00 per copy.

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

6. NON-DISCRIMINATION POLICY: The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages offerors and proposers to share this commitment. Each offeror submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability.

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

8. TERMINATION OF CONTRACT: This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

9. NOTICES: Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly even if delivered personally in hand or sent via certified mail, return receipt requested, postage repaid, and addressed to the appropriate party at the following addresses or to any other person at any other address as

may be designated in writing by the parties:

Client: Jefferson County Commission  
Tony Petelos  
Suite 210  
716 Richard Arrington Jr. Blvd North  
Birmingham, AL 35203

Copy to: Jefferson County Commission Finance Department  
716 N Richard Arrington Jr. Blvd  
Suite 820  
Birmingham, AL 35203

Copy to: Jefferson County Commission Purchasing Department  
716 N Richard Arrington Jr. Blvd  
Suite 830  
Birmingham, AL 35203

10. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama, without giving effect to the conflict of laws rules thereof. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
11. COMPLIANCE WITH LAWS: Contractor agrees to comply with all applicable federal, state and local laws and regulations.
12. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law. Furthermore, Contractor must understand and adhere to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 and sign a Business Associate Agreement with the Hospital.
13. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
14. AMENDMENT OF AGREEMENT: 'this Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by Witten instrument which has been executed or approved by the County. Any such amendments shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
15. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract, Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date
16. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
17. HOLD HARMLESS AND INDEMNIFICATION: Contractor agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the Contractor included in this agreement, negligent acts, errors or omissions, including engineering and/or professional

error, fault, mistake or negligence of Contractor, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company. and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, Contractor shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance, the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

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

CONTRACTOR	JEFFERSON COUNTY, ALABAMA
Anthony W. Carter	David Carrington, President
Health Trust LLC	Jefferson County Commission

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Feb-28-2012-133

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Strategic Allied Technologies, Inc. to provide services for migration from existing storage area network to new network fiber switch environment and to provide hardware maintenance support for the period March 1, 2012 - February 28, 2013 in the amount of \$29,422.80.

CONTRACT NO: 3538

MAINTENANCE/SUPPORT SERVICES CONTRACT

THIS AGREEMENT entered into this 2<sup>nd</sup> February 2012, by and between Jefferson County Alabama, hereinafter called "the County", and STRATEGIC ALLIED TECHNOLOGIES, INC. called "the Contractor". The effective date of this agreement shall be March 1, 2012.

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

WHEREAS, the Contractor desires to furnish said Maintenance/support services to the Information Technology Department.

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.

2. SCOPE OF SERVICES: This contract results from State of Alabama Bid #T-600. The contract describes the scope of maintenance and support called for and the response contains the statements and representations of the Contractor, thereto. This contract documents constitute the line items in state bid T-600 referenced agreement between the parties. The Scope of Maintenance/Support Services are as follows:

DESCRIPTION	QTY	EACH PRICE	EXTENDED PRICE
Maintenance/Support for Brocade 5320 I YR ESSEN 4HR Onsite Support			
Part No. 500-SVS-40S-1	2 ea	\$ 4,086.40	\$ 8,172.80
One-Time Professional Services: Director, Switch, Router Implementation Service, Part No. IMPL-DIRECTOR-2			\$ 8,250.00
One-Time Professional Services: FOS Upgrade Service and SAN Migration Service, Part No. IMPL-SAN-SVC-OUST			\$ 13,000.00
		GRAND TOTAL	\$ 29,422.80

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render services to Jefferson County Commission after the effective date of this Contract. The Contract term expires on February 28, 2013, with the option



to renew for a period of up to two (2) additional one (1) year terms.

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

5. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

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

7. **COMPENSATION:** The Contractor shall be compensated for Services rendered at a cost shown on Item 2: Scope of Services. Payment terms are Net 30 days after receipt of invoice.

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

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

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

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

12. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.

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

14. **HOLD HARMLESS AND INDEMNIFICATION:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

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

16. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate Commercial General liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance showing the

amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Commercial General Liability; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

18. LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR:

Robin Schlosser, Account Manager

Strategic Allied Technologies, Inc., Representative

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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Feb-28-2012-134

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 4 to the Frequency Reconfiguration Agreement between Jefferson County, Alabama, the City of Birmingham, Southern Communications Services, Inc., d/b/a SouthernLINC Wireless and Nextel South Corp. to amend the fee schedule resulting in an increase of \$125,215 that Nextel pays to Motorola to modify 547 templates. This is a no cost agreement to the County.

AMENDMENT NO. 4 TO FREQUENCY RECONFIGURATION AGREEMENT

THIS AMENDMENT NO. 4 shall amend and revise that certain Frequency Reconfiguration Agreement (the "Agreement") executed on November 21, 2008, as amended, by and among the City of Birmingham, a municipal corporation authorized by the State of Alabama, and the County of Jefferson, a political subdivision of the State of Alabama, (collectively referred to as "Incumbent"), Southern Communications Services, Inc. d/b/a SouthernLINC Wireless, a Delaware corporation ("Southern") and Nextel South Corp., a wholly owned indirect subsidiary of Sprint Nextel Corporation, a Kansas corporation ("Nextel") having an address of 2001 Edmund Halley Drive, Reston, VA 20191. Each is referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties, in accordance with the provisions of Section 26 of the Agreement, hereby agree to amend and revise the Agreement as follows:

1. That Schedule C-3 is hereby deleted and is replaced with Schedule C-4, which is attached hereto (on file in the Minute Clerks office) and incorporated by reference herein.
2. Except as set forth above, there are no other revisions or amendments to the Agreement or to the obligations of the Incumbent, Southern, or Nextel.
3. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions

contained herein, the terms and conditions contained herein shall control.

In WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have duly executed this Amendment as of this day of 2012.

INCUMBENT:	NEXTEL:	SOUTHERN:	COUNTY OF JEFFERSON
City of Birmingham, AL	Nextel South Corp.	Southern Communications	W. D. Carrington, President
William Bell, Mayor	_____	Services, Inc. d/b/a	Jefferson County Commission
		SouthernLINC Wireless	

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Feb-28-2012-135

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the agreement between Jefferson County, Alabama and LaSalle Systems Leasing, Inc. to provide maintenance of Cisco network equipment for the period February 5, 2012 - February 4, 2013 in the amount of \$95,236.

CONTRACT NO: 3540

Contract Amendment No. 2

This Amendment to Contract entered into the 23<sup>rd</sup> of January, 2012, between Jefferson County, Alabama, hereinafter referred to as "the County", and LaSalle Systems Leasing, Inc., hereinafter referred to as the "Contractor" to provide SmartNet Maintenance and Support Services for Cisco Equipment.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract results from Jefferson County's Request for Bid No. 62-10. The original Contract between the parties referenced above, which was approved by the Commission on May 18, 2010 and recorded in Minute Book 159, Page 594-597; and Amendment I approved on March 8, 2011; MB 161; Page(s) 339-340 is hereby amended as follows:

- Item 1. Term of Contract: February 5, 2012 to February 4, 2013
- Item 2. Scope of Service: Smartnet Maintenance and support for the following Cisco equipment are as follows:

Product Number	Serial Number	Service Level	Each Price
ASA5510-AIP10-K9	JMX1003KOC5	IPS Svc, AR NBD (SU1)	\$1,115.20
ASA5510-AIP10-K9	JMX1003KOC7	IPS Svc, AR NBD (SU1)	\$1,115.20
ASA5510-AIP10-K9	JMX1003KOC8	IPS Svc, AR NBD (SU1)	\$1,115.20
ASA5510-AIP10-K9	JMX1003KOC9	IPS Svc, AR NBD (SU1)	\$1,115.20
ASA5510-AIP10-K9	JMX1003KOCC	IPS Svc, AR NBD (SU1)	\$1,115.20
ASA5510-AIP10-K9	JMX1003KOCD	IPS Svc, AR NBD (SU1)	\$1,115.20
ASA5510-AIP10-K9	JMX1003KOCE	IPS Svc, AR NBD (SU1)	\$1,115.20
WS-SVC-IDS2BUNK9=	SAD100406WP	IPS Svc, AR NBD (SU1)	\$6,239.20
WS-SVC-IDS2BUNK9=	SAD101601PY	IPS Svc, AR NBD (SU1)	\$6,239.20
AIR-WLC4402-25-K9	FOC1113FOON	SNT 8x5xNBD	\$921.60
AIR-WLC4402-25-K9	FOC1119F02T	SNT 8x5xNBD	\$921.60
WS-C3750G-24PS-S	FOC1122Z98K	SNT 8x5xNBD	\$436.00
WS-C3750G-24PS-S	FOC1122Z9BE	SNT 8x5xNBD	\$436.00
AIR-WLC4402-25-K9	FOC1127F03G	SNT 8x5xNBD	\$921.60
AIR-WLC4404-100-K9	FOC1127FONK	SNT 8x5xNBD	\$2,240.00
AIR-WLC4404-100-K9	FOC1127FOPW	SNT 8x5xNBD	\$2,240.00
WS-C4507R	FOX06370ZC1	SNT 8x5xNBD	\$2,216.00
WS-C4948-E	FOX1221GFSU	SNT 8x5xNBD	\$974.40
WS-C4948-E	FOX1221GGCS	SNT 8x5xNBD	\$974.40
ASR1002	FOX1234G5JP	SNT 8x5xNBD	\$921.60
ASR1002	FOX1234G5UZ	SNT 8x5xNBD	\$921.60
AIR-BR1310G-A-K9	FTX0951UOEO	SNT 8x5xNBD	\$83.20
AIR-BR1310G-A-K9	FTX1007UO44	SNT 8x5xNBD	\$ 83.20
ASA551 0-K8	JMX1018K05T	SNT 8x5xNBD	\$ 335.20
ASA551 0-BUN-K9	JMX1123L17U	SNT 8x5xNBD	\$ 335.2,0
ASA5520-BUN-K9	JMX1127L1JK	SNT 8x5xNBD	\$ 767.20
ASA5520-BUN-K9	JMX1127L1JL	SNT 8x5xNBD	\$ 767.20
ASA551 0-BUN-K9	JMX1128LOE4	SNT 8x5xNBD	\$ 335.20
ASA5510-BUN-K9	JMX1128LOE5	SNT 8x5xNBD	\$ 335.20
ASA5505-SEC-BUN-K9	JMX1135Z02W	SNT 8x5xNBD	\$ 162.40
ASA5505-SEC-BUN-K9	JMX1135Z02X	SNT 8x5xNBD	\$ 162.40

ASA5505-SEC-BUN-K9	JMX1135Z02Y	SNT 8x5xNBD	\$ 162.40
CSACSE-1113-UP-K9	QCN2127004V	SNT 8x5xNBD	\$ 294.40
CSACSE-1113-UP-K9	QCN21270059	SNT 8x5xNBD	\$ 294.40
WS-C6509-E	SMC1015003L	SNT 8x5xNBD	\$5,460.00
WS-C6509-E	SMC1015003N	SNT 8x5xNBD	\$5,460.00
WS-C6509-E	SMG1015NFHA	SNT 8x5xNBD	\$5,460.00
WS-C6509-E	SMG1015NFHB	SNT 8x5xNBD	\$5,460.00
AIR-BR1310G-A-K9-R	FTX1124UOPV	SNT 8x5xNBD	\$ 83.20
AIR-BR1310G-A-K9-R	FTX1124UOPS	SNT 8x5xNBD	\$ 83.20
WS-C6506-E	SAL1424KCKX	SNT 8x5xNBD	\$4,410.40
CISCO2811	FTX1142A48Y	SNT 8x5xNBD	\$ 336.00
SPA-2X1GE-V2	JAE1235SZW3	SNT 8x5xNBD	\$ 320.00
ASR1000-ESP5	JAE1234SMGF	SNT 8x5xNBD	\$ 614.40
SPA-2X1GE-V2	JAE1235SZZ9	SNT 8x5xNBD	\$ 320.00
ASR1000-ESP5=	JAE131575P7	SNT 8x5xNBD	\$ 614.40
WS-SVC-FWM-1-K9	SAD072102MC	SNT 8x5xNBD	\$3,079.20
WS-C6506-E	SAL12437GOC	SNT 8x5xNBD	\$4,410.40
ASA551 0-BUN-K9	JMX1251 L2QC	SNT 8x5xNBD	\$ 335.20
CISCO2821 -V/K9	FTX1038A4WH	SNT 8x5xNBD	\$ 420.00
CISCO2821-V/K9	FTX1038A535	SNT 8x5xNBD	\$ 420.00
N5K-C501 0P-B-S	SS114230DZW	SNT 8x5xNBD	\$1,924.00
WS-C6506-E	SAL1424KCCLO	SNT 8x5xNBD	\$4,410.40
CISCO281 1-AC-IP	FTX1302A4B3	SNT 8x5xNBD	\$ 336.00
FLASR1-10SRED-RTU		SNT 8x5xNBD	\$ 256.00
SASR1 R1-AESK9-21 SR		SNT 8x5xNBD	\$ 588.80
FLASR1-10SRED-RTU		SNT 8x5xNBD	\$ 256.00
SASR1 R1- QESK9-21 SR		SNT 8x5xNBD	\$ 588.00
ASA5550-BUN-K9	JMX1434LOVO	SNT 8x5xNBD	\$1,919.20
ASA5550-BUN-K9	JMX1434LOUZ	SNT 8x5xNBD	\$1,919.20
N5K-M1060-LAB	JAF14433DKLD	SNT 8x5xNBD	\$ 143.20
N5010-22K9-LAB		SNT 8x5xNBD	\$1,008.00
WS-C6506-E	SAL12437GOX	SNT 8x5xNBD	\$4,410.40
CISCO291 1-SEC/K9	FTX1509AOMB	SNT 8x5xNBD	\$ 352.00
CISCO291 1-SEC/K9	FTX1511AM40	SNT 8x5xNBD	\$ 352.00
AIR-WCS-LL-1.0-K9	AIR-WCS-LL-1.0-K9SW Application		
	Support w/upgrade		\$ 959.20
	(SAU)		

Item 4. Compensation: The Contractor shall be compensated for the annual maintenance a sum of \$ 95,236.00; payment terms are Net 30.

All terms and conditions of the original contract remain the same.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Jann Drake, Manager

LaSalle Systems Leasing, Inc., Representative

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Feb-28-2012-136

A RESOLUTION DECLARING ONE UNDERCOVER SHERIFF'S OFFICE VEHICLE SURPLUS AND  
AUTHORIZING THE SHERIFF TO REPLACE THIS VEHICLE AT A LATER DATE  
NO COUNTY FUNDS ARE REQUIRED

WHEREAS, the Jefferson County Commission has established a fund, known as the Confiscated Funds, which receives its revenue from money awarded by the Court of 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, one of these vehicles has exceeded its operability as an undercover vehicle.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following vehicle be declared surplus and that the Jefferson County Sheriff be and hereby is authorized to dispose of said vehicle which will be replaced at a later date for

undercover enforcement.

8056024-2005 Chevrolet Silverado pick-up

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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Feb-28-2012-137

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Hospital (CGMH) and Virginia College for CGMH to provide clinical education for Registered Nurse students. This is a no cost agreement

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Feb-28-2012-138

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the fee structure for public parking in the main Courthouse parking deck is changed effective April 2, 2012 to \$1.00 per hour or partial hour, based on hourly calculations, with a maximum of \$10.00 per day.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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Feb-28-2012-139

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-2011-025 Brentwood Properties, Inc., owners; Randy Brooks, agent, requests a change of zoning on Parcel ID4s 38-28-2-1-24, 25, 26, 27, 28, 29, 30, 36, 37, 38, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 39, 40, 41, 42, (Lots 6-12, and 83-85 in Meadow Lake Phase I; Lots 86-95 and 149-158 in Meadow Lake Phase II; and Lots 159-162 in Meadow Lake Phase I); Parcels 38-28-2-1-1 & 18.1, and 38-21-3-27-1-4.0, in Sections 28 and 21, Twp 19 Range 4 West from R-2 to R-G for a re-platting of an existing subdivision, and an addition to said subdivision. (Site Addresses: 5221, 5225, 5229, 5232, 5228, 5224, and 5220 Meadow Lake Circle; 5194, 5190, 5186, 5178, 5172, 5168, 5164, 5160, 5156, 5152, 5148, 5144, 5138, 5135, 5139, 5143, 5149. 5155, 5163, 5167, 5171, 5175, 5179, 5183, 5187, 5191, and 5195 Meadow Lake Trail. Bessemer, AL 35020; and Site Only Address: 1301 Delta Street, Bessemer, AL 35020)(EASTERN VALLEY)(60 Acres M/L)

RESTRICTIVE COVENANTS: 1.the development shall be limited to no more than 90 lots; 2. a 15-foot planted buffer shall be installed and maintained along the western boundary; and, 3. one level residences shall be 1,400 square feet of heated and cooled space, and two level homes shall be a minimum of 1,600 square feet of heated and cooled space.

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2011-025 be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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Feb-28-2012-140

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Jai Maa Shaki, LLC, applicant; Suryabahn Patel & Gitaben Patel, members and Krishnakant Patel, member/store manager; d/b/a Carls C. Store located at 9317 Highway 79, Pinson, AL 35126, for a 050 Retail Beer (off-premise only) and 070 Retail Wine (off-premise only) license, be and hereby is approved.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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Feb-28-2012-141

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and International Computer Works to provide mapping software maintenance for the period February 25, 2012 - February 25, 2013 in the amount of \$8,216.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 25<sup>th</sup> day February, by and between Jefferson County Alabama, hereinafter called "the County", and INTERNATIONAL COMPUTER WORKS called "the Contractor". The effective date of this agreement shall be February 25, 2012.

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

WHEREAS, the Contractor desires to furnish said professional services to the Jefferson County, Alabama, Board of Registrars.

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from the need for the Jefferson County Board of Registrars' software maintenance for the GeoElection and Map Info software suite provided as a sole source provider by INTERNATIONAL COMPUTER WORKS. This CONTRACT describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The entire response from INTERNATIONAL COMPUTER WORKS is adopted herein by reference. Those two components and this CONTRACT document constitute the entire agreement between the parties. The Scope of services are as follows, but not limited to:

DESCRIPTION OF CAPACITY LICENSES	QTY	ANNUAL PRICE
1. ANNUAL MAINTENANCE & TECH SUPPORT FOR GEOELECTION SUITE PRODUCT #CMSGEL 1400 OF SOFTWARE INCLUDES: MAPINFO PROFESSIONAL MIUWEU1100089060 GEOAUTHOR: 222GAR112450076 GEOELCTIONS: 711GEL111360076	1	\$ 6,500.00
2. ANNUAL MAINTENANCE AND SUPPORT OF MAPINFO LICENSES PRODUCT # 6MIUPUSWNMATSM OF SOFTWARE: MAPINFO PROFESSIONAL SERIAL NUMBER AS FOLLOWS: MIUWEU1100089061, 1100089062, MIUWEU1100089063 AND MIUWEU1100089064	4	\$ 1,716.00
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional services to Jefferson County Commission after the effective date of this Contract. The Contract term expires on February 25, 2013 with the option to renew for a period of up to two (2) additional one (1) year terms. Pricing is only valid for the length of time as noted on the quote.
4. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party

without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

6. COMPENSATION: The Contractor shall be compensated for services rendered in the amount of \$8,216.00 Payment terms are Net 30 days after receipt of invoice.

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

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

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

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

11. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.

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

13. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate Commercial General liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Commercial General Liability; 2) Worker's Compensation and Employer's Liability.

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

15. VIOLATION: Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination.

16. HOLD HARMLESS AND INDEMNIFICATION: Contracting patty agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and

all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

17. LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM.

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

WITNESSES

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

WITNESSES

INTERNATIONAL COMPUTER WORKS

Ken Tozier

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Feb-28-2012-142

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of JOE KNIGHT as its representative on the Jefferson County Emergency Management Agency ("EMA") Council.

Lease Agreement between J.B. Mazer, LLC and Jefferson County EMA for lease of space located at 3816 1<sup>st</sup> Avenue South, Birmingham, AL 35222, described as the Cabinet Warehouse (35,757 sq. ft.), Carpet Warehouse (19,065 sq. ft.), Paint Warehouse (9,150 sq. ft.) and Plywood Warehouse (18,019 sq. ft.) for the month of February, 2012 only in the amount of \$24,267.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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Feb-28-2012-143

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is authorized to prepare poll worker, canvassing board and poll site rental checks for the March 13, 2012, Statewide Primary Election and, if necessary, the subsequent run-off election scheduled for April 24, 2012, and the Statewide General Election scheduled for November 6, 2012.

The Jefferson County Probate Judge will authorize in writing the rates of pay for each regular worker as well as the canvassing workers; the Chairman of the Board of Registrars will authorize in writing the rented polling sites to be paid; and the Chief Inspector of each polling location will certify to each worker's attendance at the polling location.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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Feb-28-2012-144

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of Mike Hale, in his official capacity as Sheriff of Jefferson County, Alabama and the Jefferson County 911 Emergency Communications District.



Memorandum of Understanding between Jefferson County 911 Emergency Communications District and Mike Hale, in his official capacity as Sheriff of Jefferson County for payment of salaries/benefits of twenty-one (21) Call Taker positions in an amount not to exceed \$1,320,000.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into by Mike Hale, in his official capacity as Sheriff of Jefferson County, Alabama, ("Sheriff Hale"), and the Jefferson County 911 Emergency Communications District ("Jefferson County 911"), wherein the parties hereto agrees as follows:

WHEREAS, Sheriff Hale receives the funding for the Jefferson County Sheriffs Office (the "JCSO") from the Jefferson County Commission; and

WHEREAS, unprecedented financial circumstances have resulted in the Jefferson County Commission being forced to make substantial reductions to the JCSO's funding for the fiscal year that will expire on September 30, 2012 (the "Fiscal Year"); and

WHEREAS, Sheriff Hale and Jefferson County 911 want to take reasonable steps to insure that the aforementioned funding cuts to the JCSO do not impede the JCSO's ability to answer 911 emergency calls.

NOW THEREFORE, for the mutual consideration set forth herein, the amount and sufficiency of which is acknowledged by the parties to this MOU, Sheriff Hale and Jefferson County 911 have entered into this MOU, whereby it is agreed that:

1. Jefferson County 911 shall pay the JCSO an amount equal to the actual cost, including salary and benefits, of twenty-one (21) call-taker positions (individually, the "Call Taker"; collectively the "Call Takers"). Each Call Taker will work 40 hours per work week (the "Shift") and each Call Taker's sole priority shall be to answer 911 emergency calls during the Shift. The amount paid by Jefferson County 911 for the Call Takers (the "Call Taker Funds") shall not exceed \$1,320,000.00.
2. Jefferson County 911 agrees to pay the JCSO the Call Taker Funds in quarterly installments on or before the last day of the month of each quarter beginning December 2011. ("Payment Date").
3. In exchange for Jefferson County 911's agreement to pay the Call Taker Funds, the JCSO agrees that the Call Takers will abide by call-taker standard-operating procedures and guidelines approved by the Board of Jefferson County 911. At all times material hereto, the Call-Takers will be employees of the JCSO, be under the control of the JCSO, and abide by the JCSO's policies and procedures.
4. This agreement may be terminated by either party with thirty days written notice.
5. The parties agree that the signatories to this MOU are duly authorized to enter into this MOU and that Jefferson County 911's governing body has agreed to the terms and conditions set forth in the MOU.

AGREED AND ACCEPTED:

Sheriff Mike Hale

AGREED AND ACCEPTED:

Howard T. Summerford

Jefferson County 911 Emergency Communications District

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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Feb-28-2012-145

WHEREAS, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed pursuant to making application to the U.S. Department of Housing and Urban Development for Community Development Block Grant funds; and

WHEREAS, the Jefferson County Office of Community & Economic Development will complete the federally mandated Environmental Review for each project as required by applicable laws and regulations; and

WHEREAS, only when the required and appropriate environmental review techniques processes have been completed will the Office of Community & Economic Development submit a Request for Release of Funds to the President of the Jefferson County Commission for execution; and

WHEREAS, Chief Executive Officer of the jurisdiction submitting application for said funding is authorized to assume the status of a responsible federal official insofar as provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by the applicant.

NOW THEREFOR BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President David Carrington is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby

authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the West Highland Water Lines Project (CBDG10-03J-U02-WHL) from the Community Development Block Grant Program.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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Feb-28-2012-146

WHEREAS, Jefferson County, through its Office of Community & Economic Development, will undertake various projects as part of its ongoing Community Development Block Grant programs; and

WHEREAS, the Jefferson County Office of Community & Economic Development will complete the Federally mandated Environmental Review for each project as required applicable laws and regulations; and

WHEREAS, only when no significant environmental impact, other than beneficial, is determined or anticipated to result from a project as a result of the Environmental Review, the Office of Community & Economic Development will submit a "Finding of No Significant Impact" to the President of the Jefferson County Commission for execution.

NOW THEREFOR BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President David Carrington is authorized and hereby directed to execute the Finding of No Significant Impact for the West Highland Water Lines Project (CBDG10-03J-U02-WHL).

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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Feb-28-2012-147

BE IT RESOLVED by the Jefferson County Commission that the Department of Community & Economic Development is authorized to transfer Thirty Five Thousand & 00/100 Dollars (\$35,000.00) from the 2009 Rosedale Sidewalk Project budget to the 2009 West Highland Park Improvements budget.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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Feb-28-2012-148

NOW BE IT THEREFORE RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign the Commitment Letter to The Flats at Colebridge, Ltd. This letter conditionally awards a construction loan in an amount not to exceed \$840,000.00 in HOME Program funds to The Flats at Colebridge, Ltd. for the development of fifty-six (56) units of Special Needs Rental Housing (100% Elderly) in the City of Tarrant provided the requirements outlined in the letter are met. Only Federal funds are involved.

February 28, 2012

Mr. Jay Ronca  
The Flats at Colebridge, Ltd.  
P.O. Box 166  
Fyffe, AL 35971

RE: Proposed Special Needs Elderly Development  
The Flats at Colebridge, Ltd.  
Tarrant, Alabama

Dear Mr. Ronca:

Jefferson County through its Office of Community & Economic Development (JCOCED) is pleased to inform you that The Flats at Colebridge, Ltd. (hereinafter referred to as "Owner") has been awarded HOME funds for the above referenced development to be utilized as construction financing for the development of fifty-six (56) units of affordable elderly housing (100% elderly) in the City of Tarrant as described in your Proposal dated January 27, 2012. This award is contingent upon the following basic terms and requirements:

Amount: \$840,000.00

- The Owner/Developer is required to apply for and receive Low income Housing Tax Credits and State HOME Program funds from the Alabama Housing Finance Authority (AHFA) as submitted in the Proposal.
- Repayment: Construction Second Mortgage: \$840,000.00 twenty-four (24) month loan at 0.5% interest. Principal and interest are payable at project completion and close of permanent financing. Jefferson County agrees to subordinate the second mortgage to a construction first mortgage from a private lender in an amount approved by JCOCED prior to closing. Construction loan must close within 18 months of the date of this commitment unless an extension is approved in writing by JCOCED.
- Security: The loan must be secured by a second construction mortgage on the land and the existing or proposed improvements. A Land Use Restrictive Covenant (LURA) and a use agreement as required by HOME regulations which specifies compliance with applicable HOME Program regulations for the twenty (20) year Period of Affordability is required. The LURA must be recorded superior to any other lien or encumbrance. JCOCED will cooperate with AHFA in the enforcement of HOME Program requirements.
- Recourse: Full recourse until full occupancy. Personal guarantees required. Full occupancy required at six (6) months. An extension may be granted for an additional 12 months or as allowed by current HOME Program regulations. Guarantees will be released based upon percent of occupancy.
- Disbursement: Funds will be disbursed based upon completion of construction and in accordance with JCOCED/Finance Department procedures and will coordinate with the disbursement of other construction financing sources.
- Requirements:
1. Owner/Developer must receive and maintain an award from the Alabama Housing Finance Authority of Low Income Housing Tax Credits and State HOME funds in an amount acceptable to JCOCED.
  2. This commitment is further contingent upon completion of an Environmental Review and receipt of a release of funds from the U.S. Department of Housing and Urban Development (HUD) under 24 CFR Part 58 prior to closing.
  3. Submission to JCOCED of a copy of your LIHTC/HOME Application and Reservation Documents.
  4. JCOCED will assist the Owner/Developer and its team members in encouraging participation by qualified businesses owned and operated by minorities and women. Jefferson County uses best faith efforts, consistent with applicable federal regulations and executive orders, to fully promote participation and utilization of disadvantaged and historically under-utilized businesses in all areas of housing contracting. Owner/Developer is expected to demonstrate diligence to achieve participation and utilization of MBE/WBE/DBE firms.
  5. Approval by JCOCED of complete plans and specifications. All change orders will be submitted to JCOCED for review and approval.
  6. All units must be either handicapped adaptable or fully handicapped accessible.
  7. JCOCED reserves the right to approve any changes to the number of units and bedroom distribution.
  8. No units may have more than 2 bedrooms or have a room, such as a den, that can be converted into a 3rd bedroom.
  9. Owner/Developer shall provide a transportation and tenant services plan acceptable to both AHFA and JCOCED. This plan will describe those steps needed to meet the transportation needs of tenants as well as providing a well-rounded social program.
  10. Owner/Developer shall provide an emergency monitoring plan for tenants. This plan will be designed to recognize that elderly and disabled tenants have special needs and are more likely to experience health care emergencies than non-elderly individuals.
  11. 100% of all units will be occupied by elderly tenants 62 years of age and older whose incomes are at 50% and 60% of area median income as required by HOME Program regulations. The development shall be designated as Senior Housing.
  12. Maximum rents are to be approved by JCOCED and shall be in compliance with HOME Program regulations.
  13. The Flats at Colebridge, Ltd. and the development team must comply with all applicable HOME Program rules and regulations at all times during construction, lease-up and occupancy of the project for the twenty (20) year Period of Affordability. Applicable HOME regulations shall be a part of all loan documents. A Land Use Restrictive Covenant (LURA) and a use agreement as required by HOME regulations which specifies compliance with applicable HOME Program regulations is required.
  14. Any changes to the development from the proposal as submitted on January 27, 2012 must be approved by JCOCED.
  15. Owner/developer must provide a certified copy of the Limited Partnership Agreement, documentation of the identity of the general and limited partners, any and all articles of incorporation or other organizations documents as applicable, Federal Tax ID numbers, borrowing resolutions, evidence of zoning compliance, as-built appraisal and survey and acceptable title and hazard insurance listing Jefferson County, Alabama as mortgagee and loss payee.
  16. All construction must be inspected and approved by JCOCED. Owner/developer must coordinate and require general and subcontractors to coordinate with JCOCED during construction for progress inspections and documentation of Davis-Bacon compliance. Owner/developer is responsible for all issues of noncompliance. A Certificate of Occupancy must be provided.

Attached you will find the authorizing Resolution approved by the Jefferson County Commission. The Director of Community & Economic Development shall represent the County in all instances regarding this commitment. 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 & Economic Development or Ms. Lynn Smith, Sr. Grants Management Coordinator at (205) 325-5761.

Sincerely,  
W. D. Carrington, President  
Jefferson County Commission

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Feb-28-2012-149

BE IT RESOLVED by the Jefferson County Commission that the Commission President is hereby authorized to sign Amendment #3 to the Neighborhood Stabilization Program (NSP) Agreement with Greater Birmingham Habitat for Humanity which increases the amount of the Agreement from \$1,878,900.00 to \$1,884,200.00 and makes technical adjustments. This Program is funded by the U.S. Department of Housing and Urban Development as part of the Housing and Economic Recovery Act of 2008 and has been awarded through the Alabama Department of Economic and Community Affairs (ADECA).

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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Feb-28-2012-150

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign Modification Number 2 to Agreement No. 0-F-30-60-02 with the City of Birmingham for the NEG Tornado grant. The modification extends the time of performance to September 21, 2012. The funding amount remains unchanged.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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Feb-28-2012-151

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the attached Professional Services Contract between Jefferson County and David P. Mullins, MAI for appraisal services of (47) acres on Mary Buckelew Parkway next to I-65. The cost of this contract is Four Thousand Dollars (\$4,000.00) - (\$3,500 for appraisal work and \$150.00/hour for court work.

#### PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 22<sup>nd</sup> day of December, 2011, by and between Jefferson County, Alabama, hereinafter called "the County", and David P. Mullins, MAI, hereinafter called "the Contractor". The effective date of this agreement shall be January 6, 2012.

WHEREAS, the County desires to contract for appraisal services for the Right of Way Division of the Roads and Transportation Department, hereinafter called "ROW"; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** The Contractor shall perform all necessary appraisal services provided under this Contract as required by the ROW. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the appraisal of 47 acres, more or less, along Mary Buckelew Parkway at Interstate 65 with a full narrative report developed in accordance with the Uniform Standards of Professional Appraisal Practice.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional appraisal services to the Commission at any time after the effective date of this Contract. This agreement shall become effective on the date that all parties sign this agreement and shall terminate on April 1, 2012 unless services needed for Court Time in the future.
4. **COMPENSATION:** Contractor shall be compensated for services rendered as follows:  
\$3,500.00 per appraisal for 47 acres +/- along Mary Buckelew Parkway.  
\$150.00 per hour for Court Time, if necessary

Total cost of appraisals work performed under this contract is not to EXCEED 4,000.00 plus any court time payable per submission of an approved invoice. All amounts due to the Contractor shall be paid on a net 30 day basis.

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

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

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

8 TERMINATION OF CONTRACT: This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

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

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

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

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

13 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.

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

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

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

CONTRACTOR  
David Mullins, MAI

JEFFERSON COUNTY, ALABAMA  
W. D. Carrington, President  
Jefferson County Commission

DIRECTOR/COUNTY ENGINEER  
E. Wayne Sullivan

ATTESTS:  
Minute Clerk

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 80' of buried cable at 7216 Abernathy Road in Bucksville.
2. Bessemer Water Services to install 60' of 3/4" water main at 1261 Hueytown Road in Hueytown.
3. Warrior River Water Authority to install 5, 100' of 24" and 600' of 6" water main on Taylors Ferry Road.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the Utility Permits be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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Motion was made by Commissioner Brown seconded by Commissioner Bowman that the following item be added as New Business. Voting "Aye" Brown, Bowman, Carrington, Knight and Stephens.

Feb-28-2012-152

WHEREAS, the Bureau of Justice is accepting applications for FY 2012 grants to establish new drug courts or enhance existing drug court services, coordination, and offender management and recovery support services; and

WHEREAS, applications are limited to states, state and local courts, counties, units of local government, and Indian tribal governments; and

WHEREAS, Jefferson County Office of Community & Economic Development will submit a grant application, on behalf of UAB TASC for \$200,000.00 to enhance drug court operations; and

WHEREAS, UAB TASC will assume the responsibility for the entire 25% match requirement with existing drug court and administrative staff expense.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized to execute the grant application, certifications, and documents.

Motion was made by Commissioner Brown seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Brown, Bowman, Carrington, Knight and Stephens.

Commission Carrington stated that an opinion from the County Attorney that an Executive Session is appropriate for the Commission to discuss with counsel the legal ramifications of and legal opinions for pending litigation.

Motion was made by Commissioner Brown seconded by Commissioner Bowman to convene an Executive Session. Voting "Aye" Brown, Bowman, Carrington, Knight and Stephens.

Commissioner Carrington stated that the Regular Commission Meeting will not reconvene, but that the meeting will be in recess.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Tuesday, March 13, 2012.

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President

ATTEST

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Minute Clerk