

STATE OF ALABAMA)

JEFFERSON COUNTY) February 19, 2015

The Commission convened in regular session at the Birmingham Courthouse at 9:07 a.m., James A. Stephens, 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 Carrington seconded by Commissioner Brown that the Minutes of February 5, 2015, be approved. Voting "Aye" Carrington, Brown, Bowman, Knight and Stephens.

The Commission met in Work Session on February 17, 2015, and approved the following items to be placed on the February 19, 2015, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 5.
- Commissioner Brown, Community Development and Human Resource Services Committee Items 1 through 5 and Addendum Item 1 and one additional item.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 21 and two additional items.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 and 2 and Addendum Item 5.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 29, excluding Items 26 and 28.

Feb-19-2015-135

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-2015-001 DF Holdings, LLC, owners; Charlie Norton, agent; requests a change of zoning on Parcel ID# 28-35-2-001-006.000, in Section 35 Twp 18 South Range 2 West from A-1 (Agricultural) to C-P (Preferred Commercial) for a two story medical office building. (Case Only: 5006 Cahaba River Road, Birmingham, AL 35243)(ACTON)(1.74 Acres M/L) Approved with contingencies and covenants:

Contingencies: 1) A preliminary Drainage Study to be approved by the Department of Roads and Transportation; and, 2) A traffic study for driveway access to be submitted to and approved by the Department of Roads and Transportation.

Restrictive Covenants: 1) There shall be only one free-standing sign on the property and it shall be a monument sign; and 2) All site lighting shall be downward directional lighting.

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2015-001 be approved subject to filing of covenants. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Feb-19-2015-136

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Janine Bevelle to serve on the North Smithfield Manor/Greenleas Heights Fire District Board of Trustees for a term ending February, 2020, be and hereby is approved.

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

Feb-19-2015-137

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Delbert Hahn, M.D. to extend agreement to January 31, 2016 in the amount of \$158,400.

CON# 4798

Dr. Delbert Hahn, M.D. LLC

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama, hereinafter called "the County") d/b/a Cooper Green Mercy Health Services and Delbert H. Hahn, MD, (hereinafter called "Radiology Provider" Contractor).

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on February 13, 2014, at M.B. 166, Pg. 77-78, and extended through January 31, 2015 is hereby amended as follows:

- This contract will be effective February 1, 2015 - January 31, 2016
- All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, Commission President

CONTRACTOR

Delbert H. Hahn, MD

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

Feb-19-2015-138

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Thermo Scientific to provide maintenance and support for Excelsior Es tissue processor for the period June 1, 2015 - May 31, 2016 in the amount of \$7,875.

CONTRACT NO.: 00005024

Contract Amendment No. II

This Amendment to Contract entered into the 11th day of June, 2014, between Jefferson County, Alabama, d/b/a/ Cooper Green Mercy Health Services, and Thermo Scientific hereinafter referred to as the "Contractor" for annual preventive maintenance and support agreement

for the Excelsior Es tissue processor in the lab.

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 amendment results from Jefferson County's Contract No. 00005024. The original contract between the parties referenced above, was approved by the Commission on June 11, 2014, recorded in MB, 166 Page (s) 166.

Amend Term of Contract: 6/1/15 through 5/31/16.

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

VENDOR

Charlene Fialkowski, Service Contract Sales Admin.

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

Feb-19-2015-139

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Change Order to the Agreement between Jefferson County, Alabama and The Pennington Group for reconciliation of Construction Change Directive resulting in an agreement reduction of \$23,658.78 for the 2121 Building Elevator Modernization Project for a final agreement amount of \$895,519.22.

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

Feb-19-2014-140

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and P&M Mechanical, Inc. to replace two cooling towers, condenser water pumps and to install a domestic water pressure booster pump package in the amount of \$814,000.

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

Feb-19-2015-141

WHEREAS, Debra Smith desires to serve on the Jefferson County Committee for Economic Opportunity Board of Directors.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Debra Smith to serve on the Jefferson County Committee for Economic Opportunity (JCCEO) Board of Directors at the pleasure of their constituency, as long as they shall maintain their status of public official, without limitation as to consecutive or total services, be and hereby is approved.

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

Feb-19-2015-142

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, James A. Stephens, be and he is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and Sentell Engineering Inc. for the provision of engineering services in connection with the Adger Storm Shelter. The fee for these services shall not exceed \$60,200.00 and will be paid in full with CDBG-DR federal funds. This project is from the Program Year 2013.

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

Feb-19-2015-143

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be and hereby is authorized, empowered and directed to execute a Cooperation Agreement between Jefferson County, Alabama and the City of Fairfield for the Fairfield Sidewalk Improvements Project Phase II (CD14-03L-M-FS2). There is \$177,000 in federal CDBG funds allocated to this project. This project is from the 2014 program year.

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

Feb-19-2015-144

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Midfield Community Center Renovations Project (CDBG12-03F-M02-MCC), such bids having been opened on January 27, 2015 and listed as follows:

<u>Contractor</u>	<u>Total Bid</u>
Battle Miller Construction Corp.	\$182,300.00
Duncan & Thompson Construction Services	\$167,088.00
RS Construction LLC	\$166,710.00
Richard Sprouse Construction	\$154,500.00
Safford Building Company, LLC	\$229,669.10
Syms Contractors, Inc.	\$ 94,219.00
Trawick Contractors, Inc.	\$166,362.00

WHEREAS, after tabulation by Thompson Architecture Inc. and consideration by the Jefferson County Office of Community & Economic Development, it has been recommended that the contract be awarded to the lowest responsible bidder, Syms Contractors, Inc., for the bid amount of \$94,219.00.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be and he hereby is authorized, empowered and directed to award and execute an agreement for the construction of the Midfield Community Center Renovations Project to Syms Contractors, Inc., for the bid amount of Ninety Four Thousand Two Hundred Nineteen and no/100 Dollars (\$94,219.00). This project will be funded with federal Community Development Block Grant Funds. This project is from the Program Year 2012.

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

Feb-19-2015-145

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the Senior Rx Grant Agreement between Jefferson County, Alabama and the Alabama Department of Senior Services through the Office of Senior Citizen Services (OSCS) to incorporate an additional allocation of \$52,247.00 and to increase the grant agreement to \$104,494.00. This funding represents the second quarter allocation for Fiscal Year 2015.

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

Feb-19-2015-146

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and Jefferson County Council on Aging to provide payroll administrative services for the Title V Senior Employment Programs (State & Federal) for the period July 1, 2014 - June 30, 2015 in the amount of \$844,234 (\$242,720-State funds/\$601,514-Federal funds). A 25% local match is required.

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

Feb-19-2015-147

WHEREAS, the Personnel Board of Jefferson County executed a three year contract with AT&T to provide and maintain internet access services on August 13, 2013 (effective 8/22/13); and

WHEREAS, this contract was acknowledged by the Jefferson County Commission on September 26, 2013 - recorded in Minute Book 165, page 347; and

WHEREAS, the resolution acknowledging this contract contained an error as to the term of the contract.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that it's resolution passed on September 26, 2013 acknowledging the Personnel Board's contract with AT&T, hereby be amended to reflect the correct term of August 22, 2013-August 22, 2016.

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

Feb-19-2015-148

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Kent Byram to serve on the Warrior River Water Authority Board for a term ending March 1, 2021, be and hereby is approved.

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

Feb-19-2015-149

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of George J. Brady to serve on the Birmingham Fire Board of Trustees for a term ending January 20, 2020, be and hereby is approved.

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

Feb-19-2015-150

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 5 to the Agreement between Jefferson County, Alabama and Engineering Design Technologies, Inc. to extend expiration date to January 1, 2016 for the widening of Patton Chapel Road from Crayrich Drive to Chapel Lane.

AMENDMENT NO. 5

TO AGREEMENT TO PROVIDE JEFFERSON COUNTY DEPARTMENT OF ROADS AND TRANSPORTATION
THE DESIGN AND PRODUCTION OF COMPLETE ROAD AND BRIDGE PLANS FOR THE

WIDENING OF PATTON CHAPEL ROAD FROM CRAYRICH DRIVE TO CHAPEL LANE

This document shall AMEND the Scope of the Original AGREEMENT, dated July 17, 2007. Amendment #1, dated August 24, 2010, Minute Book 160, Pages 345-346, Amendment #2, dated April 10, 2012, Minute Book 163, Page 133. Amendment #3, dated April 11, 2013, Minute Book 164, Pages 556-557 Amendment #4, dated March 13, 2014, Minute Book 166, Page 135.

WITNESSETH

WHEREAS, the COUNTY desires to grant a time extension to complete the original Scope of Work and the additional Scope of Work added in Amendment No. 1 and Amendment No. 3, with no additional increase in the contractual amount, as identified in the original AGREEMENT in ARTICLE VI - MISCELLANEOUS PROVISIONS, SECTION 4 - DELAYS AND EXTENSIONS.

NOW THEREFORE, the COUNTY and CONSULTANT hereby AMENDS the AGREEMENT as follows:

AMENDMENT TO ARTICLE IV - TIME OF BEGINNING AND COMPLETION

Amend to extend contract to the expiration date of January 1, 2016.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the 19th day of February, 2015.

Statement of Compliance with Alabama Code Section 31-13-9.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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.

ENGINEERING DESIGN TECHNOLOGIES, INC.

Zachary Roberston, Vice President

RECOMMENDED

Tracy A. Pate, Interim Director

JEFFERSON COUNTY COMMISSION

ATTEST:

James A. Stephens, President

Minute Clerk

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

Feb-19-2015-151

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 4 to the Agreement between Jefferson County, Alabama and AECOM Technical Services, Inc. to extend expiration date to January , 2018 for the widening of Blossburg Road from Main Street in Graysville to Corridor X.

AMENDMENT NO. 4

TO AGREEMENT TO PROVIDE JEFFERSON COUNTY DEPARTMENT OF ROADS AND TRANSPORTATION THE DESIGN AND PRODUCTION OF COMPLETE ROAD PLANS FOR THE WIDENING OF BLOSSBURG ROAD FROM MAIN STREET IN GRAYSVILLE TO CORRIDOR X

This document shall AMEND the Scope of the:

Original AGREEMENT, dated November 8, 2005, Minute Book 149, Page 476,

Amendment #1, dated November 23, 2010, Minute Book 161, Page 24,

Amendment #2, dated April 24, 2012, Minute Book 163, Pages 145-146.

Amendment #3, dated March 27, 2014, Minute Book 166, Pages 159-160

WITNESSETH

WHEREAS, the COUNTY desires to grant a time extension to complete the original Scope of Work, with no additional increase in the contractual amount, as identified in the original AGREEMENT in ARTICLE VI - MISCELLANEOUS PROVISIONS, SECTION 4 - DELAYS AND EXTENSIONS.

NOW THEREFORE, the COUNTY and CONSULTANT hereby AMENDS the AGREEMENT is follows:

AMENDMENT TO ARTICLE IV - TIME OF BEGINNING AND COMPLETION

Amend to extend contract to the expiration date of January 1, 2018.

Statement of Compliance with Alabama Code Section 31-13-9.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the 19th day of February, 2015.

AECOM TECHNICAL SERVICES, INC.

John Lobdell, Associate to Vice President

RECOMMENDED:

JEFFERSON COUNTY COMMISSION

Tracy A. Pate, Interim Director

James A. Stephens, President

ATTEST:

Minute Clerk

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

Communication was read from Roads & Transportation recommended the following:

- 1. AT&T Corporation to install 1,810' of buried and aerial cable at 3052 Allison Bonnett Memorial Drive in Hueytown.

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

Feb-19-2015-152

A RESOLUTION DECLARING ONE UNDERCOVER SHERIFF'S OFFICE VEHICLE SURPLUS AND AUTHORIZING THE SHERIFF TO REPLACE THIS VEHICLE WITH A VEHICLE PURCHASED WITH COURT AWARDED FUNDS 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 Sheriffs 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 with a vehicle that is purchased with funds awarded by the Courts for undercover enforcement.

A066071- 2006 Dodge Charger

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

Feb-19-2015-153

STREET MAINTENANCE ACCEPTANCE

WHEREAS, by STATE LAW the Jefferson County Commission maintains roads in unincorporated Jefferson County; and

WHEREAS, Cotswold Drive North, Snowhill Circle, Snowhill Laze, Snowhill Drive, Snowhill Way, a portion of Bristol Manor, and a portion of Bristol Way, as shown in Cotwold Subdivision Phases 1 & 2, as situated in the N and SE 1/4 of Section 18, Township 18S, Range 1 W has been constructed to Jefferson County standards, and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 223, Page 17 in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this day 19th day of February, 2015.

RECOMMENDED:

Tracy A. Pate, Interim Director/ County Engineer

ATTEST:

JEFFERSON COUNTY, AL

Minute Clerk

James A. (Jimmie) Stephens, President - Jefferson County Commission

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

Feb-19-2015-154

STREET MAINTENANCE ACCEPTANCE

WHEREAS, by STATE LAW the Jefferson County Commission maintains roads in unincorporated Jefferson County; and

WHEREAS, Oxford Manor Lane, Oxford Manor Court, Oxford Manor Circle, Oxford Manor, and a portion of Cotswold Drive South, as shown in Cotwold Subdivision Phase 5 - Sector 1, as situated in the NE 1/4 and SE 1/4 of Section 18, Township 18S, Range 1 W has been constructed to Jefferson County standards, and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS Jefferson County Roads and Transportation Department maintains roads.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 228, Page 23 in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this day 19th day of February, 2015.

RECOMMENDED:

Tracy A. Pate, Interim Director/ County Engineer

ATTEST:

JEFFERSON COUNTY, AL

Minute Clerk

James A. (Jimmie) Stephens, President - Jefferson County Commission

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

Feb-19-2015-155

STREET MAINTENANCE ACCEPTANCE

WHEREAS, by STATE LAW the Jefferson County Commission maintains roads in unincorporated Jefferson County; and

WHEREAS, Oxford Manor Lane and a portion of Cotswold Drive South, as shown in Cotwold Subdivision Phase 5 - Sector 2, as situated in the NE 1/4 and SE 1/4 of Section 18, Township 18S, Range 1 W has been constructed to Jefferson County standards, and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW THEREFORE BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the

existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 230, Page 53 in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this day 19th day of February, 2015.

RECOMMENDED:

Tracy A. Pate, Interim Director/ County Engineer

ATTEST:

JEFFERSON COUNTY, AL

Minute Clerk

James A. (Jimmie) Stephens, President - Jefferson County Commission

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

Feb-19-2015-156

STREET MAINTENANCE ACCEPTANCE

WHEREAS, by STATE LAW the Jefferson County Commission maintains roads in unincorporated Jefferson County; and

WHEREAS, a portion of Bristol Manor and a portion of Bristol Way, as shown in Cotwold Subdivision Phase 3, as situated in the NE 1/4 and SE 1/4 of Section 18, Township 18S, Range 1 W has been constructed to Jefferson County standards, and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 225, Page 17 in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this day 19th day of February, 2015.

RECOMMENDED:

Tracy A. Pate, Interim Director/ County Engineer

ATTEST:

JEFFERSON COUNTY, AL

Minute Clerk

James A. (Jimmie) Stephens, President - Jefferson County Commission

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

Feb-19-2015-157

STREET MAINTENANCE ACCEPTANCE

WHEREAS, by STATE LAW the Jefferson County Commission maintains roads in unincorporated Jefferson County; and

WHEREAS, Bibury Lane, Bibury Circle, and a portion of Cotswold Lane, as shown in Cotwold Subdivision Phase 4, as situated in the NE 1/4 of Section 18, Township 18S, Range 1 W has been constructed to Jefferson County standards, and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 228, Page 22 in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this day 19th day of February, 2015.

RECOMMENDED:

Tracy A. Pate, Interim Director/ County Engineer

ATTEST:

JEFFERSON COUNTY, AL

Minute Clerk

James A. (Jimmie) Stephens, President - Jefferson County Commission

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

Feb-19-2015-158

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

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer
Department: Roads & Transportation
Date: January 30, 2015
Purpose: Payment to Oakmont Presbyterian Church of Birmingham – Tr. No. 49 Sign Relocation (Form OAS-1) and Approved Estimate - Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III
1817 Patton Chapel Road, Hoover, AL 35226 Agent: Alan K. Dodd
Price: \$2,400.00
Pay to the order of: Oakmont Presbyterian Church of Birmingham
Mailing Address: 1817 Patton Chapel Road
Hoover, AL 35236

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.

Check Delivery Code 84

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

Feb-19-2015-159

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Willie Tuggle is hereby denied.

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

Feb-19-2015-160

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Mid-Century Insurance Company, on behalf of Janelle Byrd, is hereby denied.

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

Feb-19-2015-161

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Sanchelle Smith is hereby denied.

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

Feb-19-2015-162

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Brian Stokes is hereby denied. Motion was made by Commissioner Carrington seconded by Commissioner Knight that the above resolution be adopted. Voting “Aye”

Carrington, Knight, Bowman, Brown and Stephens.

Feb-19-2015-163

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of EMC Insurance Company, on behalf of Cheryl Kent, is hereby denied.

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

Feb-19-2015-164

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury damage claim of Timothy Holmes is hereby denied.

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

Feb-19-2015-165

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury damage claim of Angela Brown is hereby denied.

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

Feb-19-2015-166

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury damage claim of Kaylene A. Taylor and her minor child, Kayden M. Davis, is hereby denied.

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

Feb-19-2015-167

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury damage claim of Jason Crocker is hereby denied.

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

Feb-19-2015-168

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury damage claim of Thomas Harris is

hereby denied.

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

Feb-19-2015-169

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury damage claim of Brandi Thompson is hereby denied.

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

Feb-19-2015-170

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury damage claim of Ryan Landon Wilson is hereby denied.

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

Feb-19-2015-171

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute the state lobbying contract set out herein with Fine, Geddie & Associates, LLC (FGA) of Montgomery, Alabama 36101, not to exceed the total amount of One Hundred Thousand and no/100 (\$100,000.00) Dollars.

CONTRACT

WHEREAS, Jefferson County, Alabama, herein called "the County", desires to contract for services; and

WHEREAS, the undersigned Fine, Geddie & Associates, LLC, herein called "the Contractee", desires to furnish services to the County.

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

1. SCOPE OF WORK: Contractee shall provide to the County professional consulting services relating to lobbying for Jefferson County in the Alabama State Legislature.
2. TERM: The term of this contract is for the period of ten (10) months, commencing February 18, 2015. Provided that either party may cancel upon thirty (30) days written notice to the other party.
3. RATE OF PAY: Contractee shall be paid a flat monthly fee of Ten Thousand and no/100 (\$10,000.00) Dollars. This amount shall include all expenses including, but not limited to, travel, lodging, meals, etc. Payment shall be made by the County mailing such payment to the Contractee at the following address:
P. O. Box 138
Montgomery, AL 36101
4. OTHER BENEFITS AND COMPENSATION: None.
5. WORKMEN'S COMPENSATION, FICA TAXES, OCCUPATIONAL TAXES, ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES: The Contractee acknowledges and understands that the performance of this contract is as an independent contractor and, as such, the Contractee 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, color, religion, sex, national origin, age, disability or veteran status.
7. SCOPE OF SERVICES: The County's State Consultant Lobbyist will work with the President of the Jefferson County Commission and other County Commissioners to identify legislative and funding priorities for the County. As directed by the President and/or his designee,

the State Consultant Lobbyist will serve as a consistent and effective primary point of contact between County and State officials and legislators. Additional areas of responsibility include the following:

- (a) Contact and communicate with agencies and officers of the state government as directed by the Jefferson County Commission President and/or his designee or other County Commissioners.
- (b) Establish and maintain effective working relationships with state agencies and officers as well as elected officials and members of their respective staffs.
- (c) Proactively obtain and provide timely and accurate information concerning matters of interest to the County including changes in state laws, regulations and availability of state grants.
- (d) Proactively identify, monitor and provide regular written updates regarding state legislation and state agency decision and rule making processes which may impact the County.
- (e) Act as an official representative of the County with Members of the General Assembly, state governmental agencies and persons involved in governmental affairs affecting the County when and as designated and authorized by the President of the Jefferson County Commission.
- (f) Arrange meetings with state legislators for the County Commission President, County Commissioners and/or other County staff when necessary, and participate as required.
- (g) Advocate on behalf of County supported legislation and on specific bills and issues of interest and benefit to the County as directed.

8. FORM 1099: Upon execution of the contract the Contractee shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.

9. NON-COLLUSION POLICY: Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any items 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 municipality and any agency of subsidiary of any such government; and further certify that neither the Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of 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.

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

10. NATURE OF THE FEES: In the event the County shall request that the Contractee conduct grass roots lobbying efforts on behalf of the County, a separate fee arrangement shall be created. It is expressly agreed that no part of the fees paid under this Agreement shall be for participation, or intervention in, any political campaign on behalf of any candidate for public office, or in connection with any attempt to influence the general public, or segment thereof, with respect to legislative matters, elections, or referendums.

The Contractee is not authorized to make, and shall not cause to be made on behalf of the County, any payment for the benefit of public officials, whether elected, appointed, or staff to an elected public official. Payments to or for the benefit of any public official include, but are not limited to, gifts of money, entertainment expenses, goods or services, honoraria or political contributions of any kind.

11. COMPLIANCE WITH THE LAW: The Contractee will comply with the requirements of all applicable laws (including, without limitation, the Alabama Code of Ethics of 1973, as amended), rules, regulations, and orders of any governmental authority.

12. NO AGENCY: It is understood that the Contractee is to act as a consultant and advisor to the County and is not an agent of or co-venturer with the County in any respect. The Contractee shall have no right, authority, or power to act for or on the County's behalf. The Contractee will not comment publicly on matters pertaining to the County. The Contractee will refer all media inquires to the County.

13. CONFIDENTIALITY: Neither the Contractee nor the County, without the written consent of the other, shall disclose to any person confidential, proprietary, or any other information concerning the Contractee's or the County's business, financial, or other affairs.

14. MODIFICATION: No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless made in writing, specifically referring to this Agreement and signed by each of the parties herein.

15. AMENDMENT: This Agreement may be amended only upon the written agreement of the parties.

16. GOVERNING LAWS: This Agreement will be governed by, and construed in accordance with, the laws of the State of Alabama, applied without giving effect to any conflict of law principles.

17. NON-ASSIGNMENT: Neither this Agreement nor any rights or obligations hereunder may be assigned or transferred by either party, without the prior written consent of the other party.

18. SOLE AGREEMENT: This Agreement constitutes the full and entire understanding and agreement of the parties and supersedes any and all prior agreements, arrangements and understanding relating to the subject matter of 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 this 19th day of February, 2015.

JEFFERSON COUNTY, ALABAMA

JAMES A. STEPHENS, President

Jefferson County Commission

FINE, GEDDIE & ASSOCIATES, LLC

_____, Partner/President

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

Feb-19-2015-172

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute the state lobbying contract set out herein with The Jones Group of Montgomery, Alabama 36104, not to exceed the total amount of Fifty Thousand and no/100 (\$50,000.00) Dollars.

CONTRACT

WHEREAS, Jefferson County, Alabama, herein called "the County", desires to contract for services; and

WHEREAS, the undersigned The Jones Group, LLC, herein called "the Contractee", desires to furnish services to the County.

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

1. SCOPE OF WORK: Contractee shall provide to the County professional consulting services relating to lobbying for Jefferson County in the Alabama State Legislature.
2. TERM: The term of this contract is for the period of ten (10) months, commencing February 18, 2015. Provided that either party may cancel upon thirty (30) days written notice to the other party.
3. RATE OF PAY: Contractee shall be paid a flat monthly fee of Five Thousand and no/100 (\$5,000.00) Dollars. This amount shall include all expenses including, but not limited to, travel, lodging, meals, etc. Payment shall be made by the County mailing such payment to the Contractee at the following address:
P. O. Box 5278
Montgomery, AL 36103
4. OTHER BENEFITS AND COMPENSATION: None.
5. WORKMEN'S COMPENSATION, FICA TAXES, OCCUPATIONAL TAXES, ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES: The Contractee acknowledges and understands that the performance of this contract is as an independent contractor and, as such, the Contractee 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, color, religion, sex, national origin, age, disability or veteran status.
7. SCOPE OF SERVICES: The County's State Consultant Lobbyist will work with the President of the Jefferson County Commission and other County Commissioners to identify legislative and funding priorities for the County. As directed by the President and/or his designee, the State Consultant Lobbyist will serve as a consistent and effective primary point of contact between County and State officials and legislators. Additional areas of responsibility include the following:
 - (a) Contact and communicate with agencies and officers of the state government as directed by the Jefferson County Commission President and/or his designee or other County Commissioners.
 - (b) Establish and maintain effective working relationships with state agencies and officers as well as elected officials and members of their respective staffs.
 - (c) Proactively obtain and provide timely and accurate information concerning matters of interest to the County including changes in state laws, regulations and availability of state grants.
 - (d) Proactively identify, monitor and provide regular written updates regarding state legislation and state agency decision and rule making processes which may impact the County.
 - (e) Act as an official representative of the County with Members of the General Assembly, state governmental agencies and

persons involved in governmental affairs affecting the County when and as designated and authorized by the President of the Jefferson County Commission.

(f) Arrange meetings with state legislators for the County Commission President, County Commissioners and/or other County staff when necessary, and participate as required.

(g) Advocate on behalf of County supported legislation and on specific bills and issues of interest and benefit to the County as directed.

8. FORM 1099: Upon execution of the contract the Contractee shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.

9. NON-COLLUSION POLICY: Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any items 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 municipality and any agency of subsidiary of any such government; and further certify that neither the Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of 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.

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

10. NATURE OF THE FEES: In the event the County shall request that the Contractee conduct grass roots lobbying efforts on behalf of the County, a separate fee arrangement shall be created. It is expressly agreed that no part of the fees paid under this Agreement shall be for participation, or intervention in, any political campaign on behalf of any candidate for public office, or in connection with any attempt to influence the general public, or segment thereof, with respect to legislative matters, elections, or referendums.

The Contractee is not authorized to make, and shall not cause to be made on behalf of the County, any payment for the benefit of public officials, whether elected, appointed, or staff to an elected public official. Payments to or for the benefit of any public official include, but are not limited to, gifts of money, entertainment expenses, goods or services, honoraria or political contributions of any kind.

11. COMPLIANCE WITH THE LAW: The Contractee will comply with the requirements of all applicable laws (including, without limitation, the Alabama Code of Ethics of 1973, as amended), rules, regulations, and orders of any governmental authority.

12. NO AGENCY: It is understood that the Contractee is to act as a consultant and advisor to the County and is not an agent of or co-venturer with the County in any respect. The Contractee shall have no right, authority, or power to act for or on the County's behalf. The Contractee will not comment publicly on matters pertaining to the County. The Contractee will refer all media inquires to the County.

13. CONFIDENTIALITY: Neither the Contractee nor the County, without the written consent of the other, shall disclose to any person confidential, proprietary, or any other information concerning the Contractee's or the County's business, financial, or other affairs.

14. MODIFICATION: No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless made in writing, specifically referring to this Agreement and signed by each of the parties herein.

15. AMENDMENT: This Agreement may be amended only upon the written agreement of the parties.

16. GOVERNING LAWS: This Agreement will be governed by, and construed in accordance with, the laws of the State of Alabama, applied without giving effect to any conflict of law principles.

17. NON-ASSIGNMENT: Neither this Agreement nor any rights or obligations hereunder maybe assigned or transferred by either party, without the prior written consent of the other party.

18. SOLE AGREEMENT: This Agreement constitutes the full and entire understanding and agreement of the parties and supersedes any and all prior agreements, arrangements and understanding relating to the subject matter of 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 this 19th day of February, 2015.

JEFFERSON COUNTY, ALABAMA

JAMES A. STEPHENS, President

Jefferson County Commission

THE JONES GROUP, LLC

GREGORY JONES, President

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

Feb-19-2015-173

WHEREAS, Thomas Ray Mauldin desires to be re-appointed to the Palmerdale Fire District Board of Jefferson County; and
WHEREAS, the Board of Directors has recommended that Thomas Ray Mauldin be reappointed.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Thomas Ray Mauldin is hereby re-appointed to the Palmerdale Fire District Board with his term ending December, 2019.

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

Feb-19-2015-174

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and International Computer works to provide support for mapping software for the period February 25, 2015 - February 25, 2018 in the amount of \$8,216 annually.

CONTRACT NO: 7032

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 25th 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, 2015.

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 #CMSEGL 1400 OF SOFTWARE INCLUDES: MAPINFO PROFESSIONAL MIUWEU1100089060 GEOAUTHOR: 222GAR112450076 GEOELECTIONS: 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, 2018. 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 his 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. ON-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 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 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.

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 authorize representative

WITNESSES: JEFFERSON COUNTY, ALABAMA
James A. Stephens, President - Jefferson County Commission

WITNESSES: INTERNATIONAL COMPUTER WORKS
Ken Tozier

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

2/19/2015

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	REPAIR GAUGES, ZIPPER BAGS & WELDING WIRE FOR GSOC	GEN SVCS: ADMINISTRATION	194.35	1900087275
DISTRICT 1	1000193	JEFFERSON CO TREASURER	NUTS AND BOLTS FOR REPAIRS AT 2121 BLDG	GEN SVCS: ADMINISTRATION	2.56	1900087408
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MORGUE TRANSFER PAPER/SPRAY BOTTLES	CORONER/MEDICAL EXAMINER	120.08	1900087357
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF PRINTERS FOR MAINTENANCE BHCH	GEN SVCS: ADMINISTRATION	199.98	1900087321
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF AN HDMI CABLE AND 3 FT. OF CHAIN	GEN SVCS: ADMINISTRATION	32.43	1900087565
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF GLASS AND MAT FOR CO. MGR. BHCH	GEN SVCS: ADMINISTRATION	16.01	1900087568
*DISTRICT 1					565.41	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - DALE FREY 1/29/15	PER BD: TESTING	38.48	1900087441
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REPAIRS TO FAMILY COURT GATE.	FC ADMINISTRATION	47.88	1900087400
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TWO BAGS OF CONCRETE FOR FAM CT. GATE	FC ADMINISTRATION	7.98	1900087407
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PURCHASE OF CAULK FOR THE GATE AT FAM CT.	FC ADMINISTRATION	47.10	1900087534
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SUPPLIES FOR RESIDENTS	YOUTH DETENTION ADM	173.03	1900087331
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - BRIAN HILSON 10/3/2014	PER BD: ADMINISTRATION	10.00	1900083254
DISTRICT 2	1019872	JANET BROWN	ASSESSOR REIMBURSEMENT - JANET BROWN 1/23/15	PER BD: TESTING	325.07	1900087333
DISTRICT 2	1031868	SIDNEY CARROLL	ASSESSOR REIMBURSEMENT - SIDNEY CARROLL 1/29/15	PER BD: TESTING	120.00	1900087457
DISTRICT 2	1032222	PAMELA GRAHAM	ASSESSOR REIMBURSEMENT - PAMELA GRAHAM 1/23/15	PER BD: TESTING	393.58	1900087334
DISTRICT 2	1032731	BRODERIC PURNELL	ASSESSOR REIMBURSEMENT - BRODERIC PURNELL 1/23/15	PER BD: TESTING	184.34	1900087336
DISTRICT 2	1032733	SHAVONNE HOLMAN	ASSESSOR REIMBURSEMENT - SHAVONNE HOLMAN 1/23/15	PER BD: TESTING	147.68	1900087335
DISTRICT 2	1032734	KYANA BECKLES	ASSESSOR REIMBURSEMENT - KYANA BECKLES 1/23/15	PER BD: TESTING	125.00	1900087332
*DISTRICT 2					1,620.14	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PVC PARTS	ES: TURKEY CREEK WWTP	17.02	1900087162
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FIRST AID SUPPLIES, WASTEWATER CERTIFICATE RENEWAL	ES: VILLAGE CREEK WWTP	218.81	1900087061
DISTRICT 3	1000193	JEFFERSON CO TREASURER	WEATHER STRIPPING FOR LIFE RING CONTAINERS	ES: LEEDS WWTP	10.54	1900087413
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CONCRETE BLOCK, CALCULATOR RIBBONS	R&T: HIWAY MAINT-KETONA	163.03	1900087535
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PAINT POSTAGE WATER HEATER PLUMBING BATTERY FUSES	ES: VALLEY CREEK WWTP	1,375.75	1900087538
DISTRICT 3	1000193	JEFFERSON CO TREASURER	MAIL AND POSTAGE FOR AIR PERMIT RENEWAL	ES: LEEDS WWTP	8.98	1900087414
DISTRICT 3	1000193	JEFFERSON CO TREASURER	MAINTENANCE ITEMS FOR PLANT VEHICLES	ES: CAHABA RIVER WWTP	62.72	1900087263
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SOCKET SET, RACHET, AND ZIP TIES	ES: TURKEY CREEK WWTP	89.79	1900087545
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PLUMBING PARTS, COPY OF RMP	ES: VILLAGE CREEK WWTP	372.14	1900087547
DISTRICT 3	1000193	JEFFERSON CO TREASURER	RMP SCANNED TO PDF FILE	ES: VILLAGE CREEK WWTP	306.74	1900087548
DISTRICT 3	1000193	JEFFERSON CO TREASURER	JONATHAN GARDNER'S GRADE IV RENEWAL	ES: SANITATION ADMIN	60.00	1900087262
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BURNER ASSEMBLY, WASTEWATER IV CERTIFICATE RENEWAL	ES: VILLAGE CREEK WWTP	142.81	1900087276
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PVC PARTS FOR SUMP PUMP AT WARRIOR	ES: TURKEY CREEK WWTP	17.65	1900087338
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FENCE CAPS, STAMPS, FENCE PARTS - CAMP KETONA	R&T: HIWAY MAINT-KETONA	14.29	1900087401
DISTRICT 3	1000193	JEFFERSON CO TREASURER	OIL SEALS, DRIVE SHAFT REPAIR, 7/8 BOLT&NUTS, 3/4" BOL	ES: PKAGE WWTP & PUMP STA	327.07	1900087354
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PRINTER CARTRIDGES - CAMP KETONA	R&T: HIWAY MAINT-KETONA	76.94	1900087286
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PROJECTOR BULB FOR DELL PROJECTOR	ES: SANITATION ADMIN	326.70	1900087432
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FUEL, VEHICLE TAG, VEHICLE TITLE	FLEET MGMT: ADMIN	198.50	1900087320
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR OVERAGE ON MILEAGE	STORM WATER MAGT DEPT	53.06	1900087536
DISTRICT 3	1000193	JEFFERSON CO TREASURER	WHEEL BEARING, 8" CAP, 8"X4" REDUCER	ES: CONSTRUCT SEWER LINE	111.98	1900087358
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PVC PARTS FOR WARRIOR, CAMERA PARTS FOR TURKEY	ES: TURKEY CREEK WWTP	134.92	1900087287
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CDL PORTION OF DRIVER'S LICENSE RENEWALS (2)	ES: CONSTRUCT SEWER LINE	60.00	1900087359
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TRAVEL REIMBURSEMENT - A. DODD ASPLS 10/21-24/14	R&T: HIWAY ENG & CONSTR	4.20	1900086764
DISTRICT 3	1002324	DAVID DENARD	REIMBURSEMENT FOR TRAVEL EXPENSE	ES: SANITATION ADMIN	97.22	1900087299
DISTRICT 3	1032763	NEW IMAGE REALTY	REFUND FOR OVERPAYMENT & FB ACCT # 14-20980(D)	FINANCE SEWER SERVICES	29.80	1900087339
DISTRICT 3	1032764	SCOTT PAYNE	REFUND FOR OVERPAYMENT & FB ACCT # W0-75276(D)	FINANCE SEWER SERVICES	41.53	1900087340
DISTRICT 3	1032765	VIRGINIA FARLEY	REFUND FOR OVERPAYMENT & FB ACCT # L 2-36502055(D)	FINANCE SEWER SERVICES	35.46	1900087341
DISTRICT 3	1032767	VENITA WHITE	REFUND FOR OVERPAYMENT & FB ACCT # W0-67944(D)	FINANCE SEWER SERVICES	918.68	1900087342
DISTRICT 3	1032768	WILLIAM T MCKINNEY	REFUND FOR OVERPAYMENT & FB ACCT # W0-8376(D)	FINANCE SEWER SERVICES	456.50	1900087343
DISTRICT 3	1032770	R E WIGGINS JR	REFUND FOR OVERPAYMENT & FB ACCT # W0-61058(D)	FINANCE SEWER SERVICES	33.05	1900087344
DISTRICT 3	1032772	BRIGHTER DAY ENTRISES	REFUND FOR OVERPAYMENT & FB ACCT # 14-19480(D)	FINANCE SEWER SERVICES	39.45	1900087345
*DISTRICT 3					5,805.33	
DISTRICT 4	1029519	TERESA A TATE	SAFE ROOM REIMBURSEMENT - TERESA TATE	EMA	4,000.00	1900087425
DISTRICT 4	1029725	EDITH BATES	SAFE ROOM REIMBURSEMENT - EDITH BATES	EMA	2,693.55	1900087429
DISTRICT 4	1030798	L & M ELECTRIC, INC.	PERMIT 140929E - BOUGHT 2 PERMITS FOR SAME JOB	INSPECTION SERVICES	143.00	1900087630
DISTRICT 4	1032814	DUPREE PLUMBING CO, INC.	PERMIT 150016P - BOUGHT 2 PERMITS FOR SAME JOB	INSPECTION SERVICES	155.00	1900087633
*DISTRICT 4					6,991.55	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-REIM. POSTAGE-TITLE APP. REMIT 50.15	REVENUE	50.15	1900087539
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PETTY CASH REIMBURSEMENT FOR VIDEO ADAPTERS	INFO TECH: GEO INFO SYS	34.35	1900087552
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHEILA CLECKLER NOTARY BONDS AND FEES	BD OF EQUAL - BHAM STATE	27.00	1900087544
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-AUDITORS	REVENUE	116.65	1900087271
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PETTY CASH REIMBURSEMENT FOR GRAYBAR HEARING HEADS	INFO TECH: GEO INFO SYS	29.80	1900087406
DISTRICT 5	1000734	REAL ESTATE RESCH CORP	RERC HARD COPY EDITION	BD OF EQUAL - BHAM STATE	500.00	1900087555
DISTRICT 5	1032759	USI INSURANCE SER LLC	1-28-15 TO 1-28-19 JUDICIAL BONDING	BD OF EQUAL - BHAM STATE	50.00	1900087543
DISTRICT 5	1032782	NOBLEBANK & TRUST	SUBPOENAED DOCS CV -2013-0767	BD OF EQUAL - BHAM STATE	131.47	1900087404
*DISTRICT 5					939.42	
**					15,921.85	

Motion was made by Commissioner Carrington seconded by Commissioner Knight that the Unusual Demands be approved. Voting

“Aye” Carrington, Knight, Bowman, Brown and Stephens.

Feb-19-2015-175

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 1/27/15 - 2/2/15

1. COUNTYWIDE DEPARTMENTS AND ENTITIES FROM ALABAMA TITLE COMPANY, INC., BIRMINGHAM, AL RENEWAL OF BLANKET PRICE AGREEMENT TO PROVIDE TITLE SEARCHES TO BE PERFORMED ON AN AS-NEEDED BASIS FOR THE PERIOD OF 3/28/15 - 3/27/16. SCHEDULED FOR REBID IN FY16. REFERENCED BID # 51-13

For Week of 2/3/15 - 2/9/15

1. GENERAL SERVICES – BULK STORES FROM BUDGET JANITORIAL SUPPLY, PELHAM, AL, TO AWARD BID FOR HOUSEKEEPING SUPPLIES TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 3/01/15 – 2/29/16. GROUPS 1, 4, 5 AND 6. REFERENCE BID # 54-15

2. GENERAL SERVICES – BULK STORES FROM JANPAK SUPPLY, ALABASTER, AL, TO AWARD BID FOR HOUSEKEEPING SUPPLIES TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 3/01/15 – 2/29/16. GROUPS 2 AND 3. REFERENCE BID # 54-15

3. JEFFERSON COUNTY COMMISSION / PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM START-A-HEART, CHATTANOOGA, TN, CONTRACT RENEWAL FOR THE AUTOMATED EXTERNAL DEFIBRILLATORS AND SUPPLIES ON AN AS NEEDED BASIS FOR THE PERIOD OF 3/18/15 – 3/17/16. LAST YEAR OF BID. REFERENCE BID # 61-13

4. VARIOUS JEFFERSON COUNTY DEPARTMENTS FROM DELL MARKETING LP, ROUND ROCK, TX, CONTRACT RENEWAL FOR MICROCOMPUTER EQUIPMENT AND ACCESSORIES FOR THE PERIOD OF 5/15/15 – 4/30/16. LAST YEAR OF BID. REFERENCE BID # 77-13

5. ROADS AND TRANSPORTATION FROM DUNN CONSTRUCTION ROAD DV, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR THE PURCHASE OF ASPHALT PLANT MIX THROUGH 3/31/15. SAP PURCHASE ORDER # 2000076036 CHANGE ORDER \$385,000.00
REFERENCE BID NO. 67-13 PURCHASE ORDER \$995,000.00 TOTAL

6. GENERAL SERVICES ADMINISTRATION FROM B&D ELECTRIC MOTOR COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR MOTOR REPAIRS/PARTS TO BE DONE ON AS NEEDED BASIS AS REQUESTED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/14 – 9/30/15. SAP PURCHASE ORDER # 2000082691 CHANGE ORDER \$15,000.00
REFERENCE BID NO. 131-12 PURCHASE ORDER \$21,000.00 TOTAL

7. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM AUTO ELECTRIC CARBURETOR D/B/A SOUTHERN DISTRIBUTORS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FORD DIAGNOSTIC SOFTWARE AND SUBSCRIPTION. SAP PURCHASE ORDER # 2000083700
CHANGE ORDER \$4,180.00 PURCHASE ORDER \$9,128.00 TOTAL

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

Feb-19-2015-176

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTION REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 1/27/15 - 2/2/15 and 2/3/15 - 2/9/15, BE AND HEREBY IS APPROVED.

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

Feb-19-2015-177

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 1/27/15 - 2/2/15 and 2/3/15 - 2/9/15, BE AND HEREBY IS APPROVED.

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

Feb-19-2015-178

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the Jefferson Credit Union Visa credit card statement - closing date January 26, 2015.

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

STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization

Bobby Jones	(State funds)	\$205.67
Roy Stodghill		\$250.67
John Colburn		\$250.67
Xavier Davis		\$200.94
David Hinkle		\$127.50
Keith Fravert		\$127.50
ACA Exam		
Auburn, AL – March 26-27, 2015		

General Services

Paul Reynolds		\$199.00
Greg Hollis		\$199.00
John Phillips		\$199.00
Alabama Training Code Workshop		
Birmingham, AL – March 18, 2015		

Revenue

Lisa McGough		\$250.00
Charliestean Lewis		\$250.00
CRE Certification Class		
Pelham, AL – May 20-22, 2015		
Bruce Thompson		\$150.00
Wesley Moore		\$150.00
Audit Training Classes		
Hoover, AL – March 6, 2015		

Roads and Transportation

Tracy Pate		\$381.61
Ken Boozer		\$393.01
58 th Annual Transportation Conference		
Montgomery, AL – February 9-10, 2015		
Denise Shelton		\$461.94
Rick Turner		\$182.50
Kelly Watson		\$480.50
56 th Annual Right of Way Conference		
Tuscaloosa, AL – March 4-6, 2015		

Stormwater Management Agency

Amanda Elledge		\$99.00
Lyn DiClemente		\$99.00
Workshop on Fats, Oils and Grease		
Birmingham, AL – February 17, 2015		

Amanda Elledge		\$494.24
Zhaleh McCullers		\$491.86
MS4 Permitting Seminar		
Atlanta, GA – April 16-17, 2015		
Individual Staff Development		
Board of Equalization		
Mark Wilson	(State funds)	\$175.00
Income Approach		
Hoover, AL – March 2-3, 2015		
Community and Economic Development		
Paula Leeth-Potter	(grant funds)	\$1,748.74
Southeastern Employment and Training Conference		
Greensboro, NC – March 7-11, 2015		
Emergency Management Agency		
Bob Ammons	(grant funds)	\$303.02
Advanced Situation Awareness & Common Operating Picture		
Emmitsburg, MD – March 30-April 2, 2015		
Inspection Services		
David Cowan		\$583.11
Education Conference for Plumbing, Gas & Mechanical Inspectors		
Auburn, AL – March 31- April 3, 2015		
Revenue		
Charles Bell		\$1,957.04
Tax Audit		
Dallas, TX & Metairie, LA – March 7-13, 2015		
Stormwater Management Agency		
Amanda Elledge		\$150.00
Training on Chemical Spill Response		
Birmingham, AL – February 11, 2015		
Commission - District 1		
George Bowman		\$3,130.90
NACo		
Washington, D. C. – February 20-25, 2015		
For Information Only		
Personnel Board		
Jim Greene		\$50.00
2015 University of North Georgia Career Fair		
Dahlonega, GA – March 5, 2015		
Jim Greene		\$200.00
University of West Georgia Career Expo		
Carrollton, GA – March 11, 2015		
Terria McDonald		\$50.00
2015 Stillman College Career Expo		
Tuscaloosa, AL – February 3, 2015		
Jim Greene		\$475.00
Robinson Spring 2015 Career Expo		
Atlanta, GA – March 13, 2015		
Sheriff's Office		
Ellen Scheirer		\$662.34
Infant and Child Death Investigation		
Pensacola, FL – March 8-10, 2015		
Angela Clayton		\$553.50
Region 8B District Training		
Douglasville, GA – March 8-11, 2015		

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

Feb-19-2015-179

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and The Atlantic Group to provide updated digital color orthophotography and planimetric mapping data for a period of one year in the amount of \$209,300, contingent upon review of information available through an alternate source and approval by the Personnel Board.

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

Feb-19-2015-180

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama and Dex Imaging to provide Enterprise Content Management System maintenance, support and services for the period January 1, 2015 - December 31, 2015 in the amount of \$26,250.

CONTRACT NO. 00004303

Contract Amendment No. II

This Amendment to Contract entered into the 1st day of October 2013, between Jefferson County, Alabama, hereinafter referred to as "the County, and Des Imaging, hereinafter referred to as the "Contractor" to provide Enterprise annual maintenance.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

The original contract between the parties referenced above was approved by the Commission on October 9, 2012; Minute Book 163, Pages(s) 587-589; contract Amendment I approved by Commission July 10, 2014, Minute Book 166, Pages 441-442, is hereby amended as follows:

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

Contract term January 1, 2015 through December 31, 2015.

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

JEFFERSON COUNTY COMMISSION

Dex Imaging

James A. Stephens, President

Steve Beaty, Authorized Representative

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

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

Feb-19-2015-181

WHEREAS, the Jefferson County Commission does hereby acknowledge the Notice of Intent to terminate the lease agreement between Hill Realty Company, LLC (Landlord) and Jefferson County Emergency Management Agency (Tenant) for property located at 4500 5th Avenue South, Birmingham, Alabama 35222 known as Building C of the Continental Gin Industrial Park.

NOW THEREFOR BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby acknowledge that the Landlord and Tenant have mutually agreed to terminate the lease effective February 28, 2015 for a sum of \$11,500.00 to be paid by the Tenant as full and final payment of all amounts due on the lease by the Tenant. This item will be acted upon at the meeting of the EMA Council later today.

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, March 5, 2015.

President

ATTEST

Minute Clerk