

STATE OF ALABAMA)

JEFFERSON COUNTY) April 20, 2017

The Commission Re-convened in regular session at the Jefferson County Justice Center in Bessemer, Alabama at 9:00 A.M., James A. Stephens, President, presiding and the following members present:

District 1 – George Bowman

District 3 - James A. (Jimmie) Stephens

District 5 – David Carrington

Absent were District 2 Commissioner Sandra Little Brown and District 4 Commissioner Joe Knight.

Invocation was led by Reverend Louis Jones of Mount Hebron Baptist Church and the Pledge of Allegiance led by Deputy County Manager, Dan Biles.

The Commission met in Work Session on Tuesday, April 18, 2017, and moved for approval the following Committee items be placed on the April 20, 2017, Regular Commission Meeting Agenda:

Commissioner George Bowman, Health and General Services Committee Items 1-5 and 1 addendum item.

Commissioner Sandra Little Brown, Human-Community Development and Human Resource Services Committee items 1-5 plus an addition to Staff Development.

Commissioner Jimmie Stephens, Administrative, Public Works and Infrastructure Committee Items 1-15 plus 2 addendum items.

Commissioner Joe Knight, Judicial Administration, Emergency Management, Land Planning Committee, Finance & Information Technology Committee had items 1-35 plus 1 addendum item.

Commissioner David Carrington, Business Development Committee had no items to submit.

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the Minutes of April 6, 2017, be adopted as presented and approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman that Commission Agenda Resolutions 1 through 35, be adopted as presented and approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

Communication was read from the Department of Roads and Transportation for the following requests for Excavation Permits from the following Utility Companies:

- Trussville Utilities Board to install 900' of 4" gas main replacement at 2457 Old Springville Road in Center Point.
- Trussville Utilities Board to install 380' of 2" and 110' of 5/8" gas main along Brewster Road

between David Drive NE and Lyle Drive in Center Point.

- AT & T Corporation to install 258' of buried cable along Hudson Street, Yonderhill Road, and Allen Street in North Smithfield.

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman that the above Utility Permits be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

APR-20-2017-263

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the following bank statements:

- a) Regions Bank - Closing Date March 31, 2017.

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman that the above Credit Card Statement be ratified. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

Unusual Demands Report
04/20/17

	Department	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
1	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	14 GAL PRO WET/DRY VAC, BALL VLV, BLK COUPLING,	114.16	193881	9356
2	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	CANOPY TENT FOR MAINTENANCE	114.00	193990	9371
3	CORONER	100193	JEFFERSON CO TREASURER	clorox wipes	12.47	195260	9632
4	CORONER	100193	JEFFERSON CO TREASURER	coroner death record supplies	11.38	195256	9632
5	CORONER	100193	JEFFERSON CO TREASURER	correction fluid condolence cards	8.39	195262	9632
6	CORONER	100193	JEFFERSON CO TREASURER	coroner punch tool	7.99	195261	9632
7	ECONOMIC DEVELOPMENT	100193	JEFFERSON CO TREASURER	WIOA: COLLABRATIVE NETWORKING MTG:3.9.17 REFRESHME	60.28	194146	9408
8	ECONOMIC DEVELOPMENT	100193	JEFFERSON CO TREASURER	WIOA_COLLABORATIVE NETWORK MTG:2.14.17REFRESHMENTS	50.18	194144	9408
9	ECONOMIC DEVELOPMENT	100193	JEFFERSON CO TREASURER	WIOA_COLLABORATIVE NETWORK MTG 2.14.17 SUPPLIES	3.00	194145	9408
10	EMERGENCY MANAGEMENT AGENCY	100193	JEFFERSON CO TREASURER	EMA PC - SHIRTS, WINDSHEILD REPAIR, SAMS CARD, VEH	566.07	195044	9567
11	ESD GENERAL ADMINISTRATION	100193	JEFFERSON CO TREASURER	POSTAGE FOR EPA DOCUMENTS/GALAXY PHONE CASE	135.76	195349	9645
12	FINANCE ADMIN	102879	DIGITAL ASSURANCE	Dissemination Serv&Storage Fee-Outstanding Issues	2500.00	194301	9434
13	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED 8/4 LUMBER FOR BHAM CH	475.20	194465	9451
14	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED SHEET ROCK, STUDS & INSULATION FOR BHCH	336.13	195141	9596
15	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED 8-GAL. CORK GLUE FOR BHCH 2ND FL ANNEX	169.58	195616	9692

16	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED A LAWN MOWER BATTERY FOR GSOC	44.11	195785	9720
17	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED CHALK LINE FOR GSOC CARPENTERS SHOP	20.98	195144	9596
18	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE 2 WOOD SCREWS FOR 2ND FL R&T BHAM CH	7.98	193984	9369
19	GENERAL FUND	135834	IRBY LUCILLE	DEDUCTED FAMILY MEDICAL INSTEAD OF SINGLE+1	471.12	194605	9477
20	HUMAN RESOURCES ADMIN	100193	JEFFERSON CO TREASURER	DALE FREY MEETING PUBLIC WORKS SUP DECATUR GA	41.73	194939	9547
21	INSPECTION SERVICES	100193	JEFFERSON CO TREASURER	UDPC for spare key and holder	40.98	195134	9590
22	INSPECTION SERVICES	100193	JEFFERSON CO TREASURER	UDPC for extra County auto key	36.99	194964	9554
23	INSPECTION SERVICES	100193	JEFFERSON CO TREASURER	UDPC for spare key	36.99	195133	9589
24	PAYROLL	101046	THE BUREAU OF NATIONAL AFFAIRS INC	PAYROLL LIBRARY ON CD CUST# 228057	3312.00	195522	9675
25	PERSONNEL BOARD ADMIN	100193	JEFFERSON CO TREASURER	Reimb. T Goree for overpayment of public records	2.00	195511	9673
26	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	Mileage to Jody Lecheler 1/30/17 - 2/15/17	30.50	194700	9490
27	PERSONNEL BOARD TESTING	127332	LORI SUNDERMAN	2017 Fire Captain Assessor/L Sunderman 3/21-24/17	215.22	194737	9497
28	PERSONNEL BOARD TESTING	129508	LISA FORREST	2016 Fire Captain Assessor L Forrest	100.00	195136	9592
29	PERSONNEL BOARD TESTING	130676	CLARENCE PARKS	2017 Fire Chief Assessor C. Parks Mar. 21-23, 2017	323.40	194735	9497
30	PERSONNEL BOARD TESTING	132571	DARRYL NICHOLS	2017 Makeup FAO Pump Assessor - D. Nichols 3/21/17	202.62	194732	9496
31	PERSONNEL BOARD TESTING	135189	JEFFERY PONSON	2017 Fire Chief Assessor J Ponson-Mar 21-23, 2017	411.96	194736	9497
32	PUMP STATIONS	100193	JEFFERSON CO TREASURER	FUEL;FLUID;TOOLS;VALVE;RELAY;ACCIDENT REPORT FEE;	358.45	194148	9410
33	PUMP STATIONS	100193	JEFFERSON CO TREASURER	STARTER;NUT BUSTER;RELAY;	341.79	195501	9666
34	REVENUE	100193	JEFFERSON CO TREASURER	TRVL REIMB B.THOMPSON CROAA MILEAGE	179.76	193993	9374
35	REVENUE	100193	JEFFERSON CO TREASURER	TRVL REIMB. C. LEWIS-CROAA CLASS 0125-0126	179.76	193994	9375
36	REVENUE	100193	JEFFERSON CO TREASURER	POSTAGE REIMB. FOR TITLE REMITS TO STATE- B#9123	98.13	191290	9123
37	REVENUE	100193	JEFFERSON CO TREASURER	Mileage reimb. W. Stoudenmire & T. Hurst	90.42	194089	9396
38	REVENUE	100193	JEFFERSON CO TREASURER	Postage Title Remit State of Alabama	77.51	195214	9607
39	REVENUE	100193	JEFFERSON CO TREASURER	Mileage Reimbursement Scott Smith Site visit 0210	32.10	194088	9395
40	REVENUE	100193	JEFFERSON CO TREASURER	Reimb. LOCAL MILEAGE-W.STOUDENMIRE (JAN 17)	20.87	190251	8958
41	REVENUE	100193	JEFFERSON CO TREASURER	Postage for reimbursement for Title Remittance	12.10	194087	9394
42	REVENUE	101078	INSTITUTE OF MANAGEMENT	Membership Dues Keith Crawford Cust# 000001119984	230.00	194750	9501
43	ROADS AND TRANS ADMIN	100193	JEFFERSON CO TREASURER	PARKING FEES FOR ACCA CONFERENCE - TRACY PATE	8.00	182326	7849
44	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	PLUMBING PRTS,SIKADUR EPOXY,REBAR,HERBICIDE LICENS	289.00	194448	9449
45	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	AIR IMPACT WRENCH,SAFETY GLASSES,PRE BENT REBAR	255.72	194972	9561
46	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	HERBICIDE LIC, CDL RENWAL & NEW, TOOLS, CLEANING	390.57	194244	9422
47	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	PURCHASED RUBBER HOSES FOR CAMP KETONA	103.83	193981	9367

48	SENIOR CITIZEN SVCS-GEN	100193	JEFFERSON CO TREASURER	OSCS: VIRTUAL DEMENTIA TOUR EVENT SUPPLIES_3.17.17	59.37	194449	9450
49	SENIOR CITIZEN SVCS-GEN	100193	JEFFERSON CO TREASURER	OSCS: ED & AWARENESS SEMINAR 3.7.17_EVENT SUPPLIES	27.48	194142	9407
50	SENIOR CITIZEN SVCS-GEN	100193	JEFFERSON CO TREASURER	OSCS:JEFF CO MS SR. PAGENT_EVENT SUPPLIES	12.48	194143	9407
51	SEWER BILLING	135821	D & M LLC	refund for overpayment acct # N5332-3765 L#2	331.13	194552	9461
52	SEWER BILLING	135821	D & M LLC	refund for overpayment acct# N5580-1785 L#2	72.70	194558	9461
53	SEWER BILLING	135837	JARED KOECHNER	refund for overpayment acct# W0-120533 D	494.65	194591	9461
54	SEWER BILLING	135838	HENRY L CONCI	Refund due to error in billing of sewer	2195.93	194590	9461
55	SEWER CONSTRUCTION INSPECTION	100193	JEFFERSON CO TREASURER	MONITORING WELL LOCKING PLUGS	464.96	194944	9550
56	SEWER SURVEY	100193	JEFFERSON CO TREASURER	SWIFFER DUSTER/REFILLS, CAULK GUN, CAULK	30.40	194247	9425
57	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	BED LINER SPRAY, 3 1/8 SPRING LINK, 2" RESET COMBO	56.10	191924	9244
58	SF ENFORCEMENT - BHAM	133614	MIKE HALE-SHERIFF'S INVESTIGATIVE FUNDS	SHERIFF'S INVESTIGATIVE FUNDS	25000.00	195228	9611
59	STORMWATER MANAGEMENT	100193	JEFFERSON CO TREASURER	UDPC 3/9/17 hearing board lunch	93.63	194962	9553
60	STORMWATER MANAGEMENT	100193	JEFFERSON CO TREASURER	UDPC for software	29.99	194966	9556
61	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	IDEC ON/OFF PB AL IN ONE SWITCH	37.50	194061	9392
62	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	START STOP SWITCH	18.04	192062	9231
63	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	petty cash for relay at Warrior rag removal	116.85	191022	9091
64	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	petty cash for nuts and bolts warrior gearbox	18.84	193435	9261
65	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	petty cash for a switch on the oven in lab at Turk	12.51	186646	8444
66	VALLEY CREEK WWTP	100193	JEFFERSON CO TREASURER	req cgarner drill bits jugs belt air hose fuses	252.63	194420	9444
67	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	BEARING	205.36	194766	9508
68	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Refreshments for Shift Supervisors Safety Meeting	135.00	194564	9469
69	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Paper for Tank Test Reports	55.00	193685	9326
70	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Refreshments for Construction meeting	35.08	193737	9333
71	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	ADEM Testing Fee for Emanuel Shears	23.50	194246	9424
72	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	9 WAY PLUG	20.00	194769	9508
73	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Postage to mail Uniform shirts back	14.93	186772	8458
74	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	5 GAL. BUCKETS	14.90	194779	9508
75	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	SHIPPING	10.83	194771	9508
76	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Refreshments for Operator Training Class	7.22	193738	9334
77	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	PRESSURE SWITCH	85.00	194759	9508
78	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	NYLON TIES	22.40	194777	9508
79	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	VENT CAP	19.99	194775	9508

80	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	TOILET SEAT	10.41	194763	9508
81	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	GLUE TRAPS;ANCHORS;PORTS;J-BOX;TRIP LEVERS;FLAPPER	360.52	195502	9667
82	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	MASTER 2 DAY SEMINAR, TO REMBERSE ELECTRICIAN,GABE	295.00	194103	9404
83	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	DUCT LATCH;ANCHORS;ELECTRICIANS CONTRACTOR LICENSE	274.89	194147	9409
84	YOUTH DETENTION CUSTODY	100193	JEFFERSON CO TREASURER	Uniforms for New Hire/Food Supplies	615.60	195057	9571
85	YOUTH DETENTION CUSTODY	100193	JEFFERSON CO TREASURER	Uniforms for New Hires	487.70	194813	9523
86	YOUTH DETENTION SUPPORT SVCS	100193	JEFFERSON CO TREASURER	Medicine/Kitchen/Office Supplies	295.48	195536	9678
87	YOUTH DETENTION SUPPORT SVCS	100193	JEFFERSON CO TREASURER	Office, Janitorial and Food Supplies	217.89	194816	9524
Grand Total					\$45,063.07		

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman that the above Unusual Demands Report be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

MULTIPLE STAFF DEVELOPMENT

Coroner

- a) Chris Moore 1,936.28
 - b) Phillip Russell 1,936.28
 - c) Johnny Long 1,936.28
- Masters 17
St. Louis, MO – July 16-21, 2017

Environmental Services

- d) Rodney Currington 2,375.34
 - e) Tari Holt 2,487.53
- NACWA Training
San Antonio, TX – May 15-19, 2017

Family Court

- f) Susan Moon, Damina Hillary, Ken McMullen, Beth Cardwell 200.00
- Alabama Adolescent and Young Adult Conference
Pelham, AL – May 3, 2017

Revenue

- g) Eddie Woodis 300.00
 - h) Scott Smith 300.00
 - i) Shelley Raia 300.00
- ALTIST CRE
Hoover, AL – May 10-12, 2017
- j) Eddie Woodis 175.00
 - k) Sabrina Franklin 175.00
- ALTIST Special Topics Course
Hoover, AL – May 19, 2017

Roads and Transportation	
l) Tracy Pate	1,311.69
m) Cynthia McKinnon	1,240.62
Annual Transportation Conference Orange Beach, AL – May 8-11, 2017	
<u>INDIVIDUAL STAFF DEVELOPMENT</u>	
Board of Equalization	
n) Carla Thomas	2,475.00
SQL Level 1 & 2 Hoover, AL – April 26, May 18 and June 26, 2017	
Commission District 2	
o) Sandra Little Brown	481.03
ALGTI Course Prattville, AL – April 20-21, 2017	
Commission District 2	
p) Sandra Little Brown	498.98
47 th Annual ALGTI Prattville, AL – June 28-29, 2017	
Commission District 3	
q) Chris Willis	395.63
ACCMA Program Prattville, AL – April 27-28, 2017	
Commissioner District 4	
r) Zach Brooks	395.63
ACCMA Program Prattville, AL – April 27-28, 2017	
Community and Economic Development	
s) LaWanza Webb	2,877.91
NAWDP Annual Conference New Orleans, LA – May 21-25, 2017	
Cooper Green	
t) Clifford Hopson	189.00
2017 InsightCS User Group Conference St. Louis, MO – April 30 – May 3, 2017	
Environmental Services	
u) Daniel White	1,863.36
Collection Systems 2017 Omaha, NE – May 20-3, 2017	
Revenue	
v) Sabrina Franklin	175.00
ALTIST Course Hoover, AL – June 9, 2017	
Stormwater Management Agency	
w) Zhaleh McCullers	2,926.10

Cityworks Software ESRI Conference
San Diego, CA – July 9-14, 2017

Tax Assessor Birmingham

x) Gaynell Hendricks	565.95
ESRI Conference	
San Diego, CA – July 8-14, 2017	

FOR INFORMATION ONLY

Personnel Board

y) Jim Greene	180.05
Career Fair	
Livingston, AL – March 7-8, 2017	
z) Gerald Gordon	1,084.26
SIOP Conference	
Orlando, FL – April 27-29, 2017	

Sheriff

aa) Niko Vasilakis	980.50
bb) Dylan Misso	980.50
cc) Mark Bassett	980.50
Motorcycle Crash Investigation	
Forsyth, GA – May 14-19, 2017	
dd) Clyde Money	695.00
Hostage Negotiations	
Birmingham, AL – May 15-19, 2017	
ee) Angela Clayton	325.00
Domestic Violence and Homicide Investigation	
Birmingham, AL – May 23-23, 2017	
ff) John Michael	4,916.46
Forensic Response	
Orlando, FL – April 30 – May 13, 2017	

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman that the above Staff Development be approved. Voting “Aye” George Bowman, David Carrington, and Jimmie Stephens.

APR-20-2017-264

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT(S) FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 03/24/17 – 03/30/17, and 03/31/17 – 04/06/17, BE AND HEREBY ARE APPROVED.

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman that the above Encumbrance Report(s) be approved. Voting “Aye” George Bowman, David Carrington, and Jimmie Stephens.

APR-20-2017-265

PURCHASING DIVISION AGENDA REPORT
For Week of 03/24/17 – 03/30/17
Committee Meeting APRIL 18, 2017
For Commission Approval
APRIL 20, 2017

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.

PREPARED MARCH 31, 2017

1. RECOMMENDED FOR SHERIFF'S OFFICE AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM BLAISING FIRE & WATER, INC., PELHAM, AL, TO AWARD BID FOR BODY ARMOR, SWAT FOR THE PERIOD OF 04/20/2017 - 04/19/2018 TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID #53-17R
REFERENCE MUNIS BID #17043

2. RECOMMENDED FOR GENERAL SERVICES FROM TENNESSEE VALLEY METALS, INC., ONEONTA, AL, TO AWARD BID FOR EXTRUDED ALUMINUM WALKWAY COVER FOR THE PERIOD OF 04/20/2017 - 04/19/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID #57-17B (NEGOTIATED)
REFERENCE MUNIS BID #17045

3. RECOMMENDED FOR ROADS AND TRANSPORTATION FROM VULCAN MATERIALS, BIRMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF GRAVEL & RIP RAP PRODUCTS FOR THE PERIOD OF 10/01/2017 – 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS

REFERENCE BID #68-17
REFERENCE MUNIS BID #17057

4. RECOMMENDED FOR ROADS AND TRANSPORTATION FROM WADE SAND & GRAVEL, BIRMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF GRAVEL & RIP RAP PRODUCTS FOR THE PERIOD OF 10/01/2017 - 09/30/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID #68-17
REFERENCE MUNIS BID #17057

5. RECOMMENDED FOR SHERIFF'S OFFICE AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM BOB BARKER COMPANY, INC., BROOKLYN, NY, TO RENEW BID FOR MATTRESS COVERS FOR THE PERIOD OF 06/09/2017 - 06/08/2018. TO BE PURCHASED ON AN AS NEEDED BASIS. (SECOND RENEWAL)

REFERENCE BID #69-16
REFERENCE MUNIS BID #/NA

6. RECOMMENDED FOR BULK STORES AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM BUDGET JANITORIAL SUPPLY, PELHAM, AL, TO RENEW BID FOR BAGS: PAPER AND PLASTIC FOR THE PERIOD OF 07/14/2017 - 07/13/2018. TO BE PURCHASED ON AN AS NEEDED BASIS. (SECOND RENEWAL)

REFERENCE BID #83-16
REFERENCE MUNIS BID #NA

PURCHASING DIVISION AGENDA REPORT
For Week of 03/31/17 – 04/06/17
Committee Meeting APRIL 18, 2017
For Commission Approval
APRIL 20, 2017

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.

PREPARED APRIL 7, 2017

1. RECOMMENDED FOR COOPER GREEN MERCY HEALTH SERVICES FROM ADCO COMPANIES, LTD, BESSEMER, AL, TO RENEW BID FOR RE-TUBE BOILER AT CGMHS FOR THE PERIOD OF 05/05/2017 – 05/04/2018. TO BE PURCHASED ON AN AS NEEDED BASIS. FIRST RENEWAL.

REFERENCE BID #54 – 16
REFERENCE MUNIS BID # 16004

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman that the above Purchasing Agenda Report(s) be approved. Voting “Aye” George Bowman, David Carrington, and Jimmie Stephens.

APR-20-2017-266

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle Damage claim of Glenn Keeton in the amount of Two Thousand Thirty Two and 39/100 (\$2,032.39) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Finance Director is hereby authorized and directed to issue a check made payable to Glenn Keeton in the amount of \$2,032.39 and forward it to the County Attorney for disbursement.

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman that the above resolution be approved. Voting “Aye” George Bowman, David Carrington, and Jimmie Stephens.

APR-20-2017-267

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is authorized to accept payment from Alabama Power Company in the amount of \$2,712.74, in return for the execution of a General Release.

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

APR-20-2017-268

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

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

APR-20-2017-269

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Benita Williams in the amount of Four Hundred and no/100 (\$400.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Finance Director is hereby directed to issue a check made payable to Benita Williams in the amount of \$400.00 and forward it to the County Attorney for disbursement.

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

APR-20-2017-270

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Meineke Car Care in the amount of Three Thousand Two Hundred Eighty Five and 00/100 (\$3,285.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Finance Director is hereby directed to issue a check made payable to Meineke Car Care in the amount of \$3,285.00 and forward it to the County Attorney for disbursement.

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

APR-20-2017-271

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Carol Howell in the amount of Two Thousand Three Hundred Ninety Seven and 40/100 (\$2,397.40) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Finance Director is hereby directed to issue a check made payable to Carol Howell in the amount of \$2,397.40 and forward it to the County Attorney for disbursement.

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

APR-20-2017-272

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Ana Maria Ramirez in the amount of Nine Thousand Four Hundred Sixty Six and 01/100 (\$9,466.01) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Finance Director is hereby directed to issue a check made payable to Ana Maria Ramirez in the amount of \$9,466.01 and forward it to the County Attorney for disbursement.

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

APR-20-2017-273

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Joann Stevenson in the amount of Twenty Five Thousand Seven Hundred Thirty and 84/100 (\$25,730.84) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Finance Director is hereby directed to issue a check made payable to Joann Stevenson in the amount of \$25,730.84 and forward it to the County Attorney for disbursement.

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

APR-20-2017-274

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

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

APR-20-2017-275

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

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

APR-20-2017-276

Resolution to approve compensation for Karen Dunn Burks, Jefferson County Circuit Clerk, Bessemer Division for serving as Absentee Elections Manager for the District 58 Special Election and the School Tax Election held on March 7, 2017. The Absentee Elections Manager served 46 days with compensation of \$200.00 per day for a total of \$9,200.00. Compensation is authorized by Section 17-10-14 (amended) of the Code of Alabama 1975, an Attorney General's Opinion dated June 28, 2002 and Act No. 2006.327.

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

APR-20-2017-277

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of General Services is hereby authorized to execute CCDs (Construction Change Directives) to more efficiently manage the Birmingham Jail Elevator Modernization Project. The Director shall present for Commission approval a final summary Change Order at the end of the project to reconcile the CCDs executed.

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

APR-20-2017-278

WHEREAS, a Promissory Note and related Financing Documents were executed by Hope Swafford (Maker) for the purchase of a property at 6306 Spring Hollow Road, Gardendale, AL 35071;and

WHEREAS, the terms of the Promissory Note state that Jefferson County shall forgive and reduce the principal balance of the Note by \$5,000.00 providing the Maker has abided by the terms of the Promissory Note and related Financing Documents after a period of 15 years from the date of the Promissory Note; and

WHEREAS, the Maker has abided by all terms of the Promissory Note and related Financing Documents;

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that an Amendment to the Promissory Note executed by Hope Swafford in favor of Jefferson County, Alabama forgiving \$5,000.00 of the principal balance owed and reducing the corresponding monthly payment be approved; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute said Amendment to Promissory Note on behalf of the County.

Adopted: April 20, 2017

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

APR-20-2017-279

BE IT RESOLVED, by the Jefferson County Commission that the Office of Human- Community Services and Economic Development is authorized to move\$130,400.00 CDBG funds from Martintown Project to Trafford Road and Midfield Park Improvements projects in the amount of \$55,400 and \$75,000, respectively.

Adopted: April 20, 2017

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

APR-20-2017-280

Whereas in 1972 the Mount Olive Community Center Board of Directors (Board) was created by resolution to oversee the operation and programs of the mount olive community center, and

Whereas this board is tasked with overseeing the community center, as well as adjoining properties owned by Jefferson County, and also housing the Mount Olive Senior Program, and

Whereas the board in conjunction with Commissioner Stephens saw a need for a community playground in the Mt Olive Community, and

Whereas the Mount Olive Community Center Walking track which is owned by Jefferson County and maintained by the Board was a logical location for the equipment, and

Whereas Each Jefferson County Commissioner has community grants that can be used to improve the lives of the citizens of their districts, and the commission agrees that the purchase of this equipment constitutes a public benefit.

Therefore, Be it resolved by the Jefferson County Commission that the director of finance be authorized to execute a check from Commissioner Stephens community grant funds to the Mount Olive Community Center Board of Directors in the amount of \$5100.00 to install playground equipment at the Mount Olive Community Center walking track for the use and benefit of the citizens of Mount Olive community.

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

APR-20-2017-281

RESOLUTION

'Sexual Assault Awareness Month'

Whereas, it is fitting and proper to recognize the month of April, 2017, to be "Sexual Assault Awareness Month" in Jefferson County and encourage citizens to learn more about preventing sexual violence and supporting survivors; and

Whereas, Sexual violence takes many forms as unwanted sexual contact, including rape, attempted rape, child sexual abuse, sexual harassment, and stalking; and

Whereas, Sexual violence can affect people of any gender, age, ethnicity, sexual orientation, or ability; and

Whereas, according to the National Violence Against Women Survey, 1 in 6 women and 1 in 71 men have been the victim of rape or attempted rape in the United States; and

Whereas, perpetrators of sexual assault can be friends, acquaintances, family members, or strangers; and

Whereas, in addition to the immediate physical and emotional costs, sexual assault may also have associated consequences of post-traumatic stress disorder, substance abuse, depression, homelessness, eating disorders and suicide; and

Whereas, sexual violence can be devastating for not only the survivor, but also for the family and friends of the survivor; and

Whereas, no one person, organization, agency or community can eliminate sexual violence on their own, but we can work together to educate our entire population about what can be done to prevent sexual assault, support victim/survivors and their family and friends, and increase support for agencies providing services to victim/survivors; and

Now, therefore, be it resolved that the Jefferson County Commission hereby proclaims the month of April, 2017, to be "Sexual Assault Awareness Month" in Jefferson County; and

Adopted and approved by the Jefferson County Commission in Birmingham, Alabama, this 18th day of April, 2017.

James A. Stephens, President
Sandra Little Brown, Pro Tempore
George F. Bowman, Commissioner
David Carrington, Commissioner
T. J. Knight, Commissioner

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

APR-20-2017-282

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of the following described matter's approved by the Jefferson County Emergency Management Agency ("EMA") Council.

Agreement(s):

- a. CON9154 – FY 2017 EMPG State Cooperative Agreement \$11,940.00
- b. CON9156 – Alabama Law Enforcement Agency Homeland Security Grant for Warrior Fire \$24,405.80

Approved by the Jefferson County Commission the 20th day of April, 2017.

Minute Book: 171
Page(s): 103 - 104

Attest:

Millie Diliberto

Minute Clerk

Jefferson County Commission

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

APR-20-2017-283

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of the following described matter(s) approved by the Personnel Board of Jefferson County.

- | | |
|----------------|-------------|
| a) LinkedIn | \$36,675.00 |
| b) PeopleAdmin | \$21,866.25 |

Approved by the Jefferson County Commission the 20th day of April, 2017.

Minute Book: 171
Page(s): 104

Attest:

Millie Diliberto

Minute Clerk

Jefferson County Commission

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

APR-20-2017-284

Resolution

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission acknowledges the satisfaction of Contingencies and that Covenants have been filed on March 17, 2017, for Zoning Case No. Z-2017-001, Nails & More, LLC, owner, Takasha Mahone, applicant requests a change of zoning on Parcel ID# 38-20-2-010-032.001 in Sec 20 Twp. 19 Range 4 West from C-1 (Commercial) with restrictive covenants to C-1 (Commercial) with amended covenants or without covenants to allow a daycare. (Site Only: 798 4th Ave SW, Bessemer, AL 35020) (BESSEMER)(0.2 Acres M/L) be acknowledged.

Covenants:

1. Only the uses allowed in C-N and C-P zoning shall be permitted, and
2. Access to the property to be approved by the Department of Roads and Transportation.

Acknowledged by the Jefferson County Commission this 20th day of April, 2017.

Recorded in Minute Book: 171

Page(s): 104

Attest:

Millie Diliberto

Minute Clerk

Jefferson County Commission

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

Apr-20-2017-285

Resolution

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by (B-2017-002) ARHAAN Food and Fuel, LLC, applicant; Ramzan Jiwani, member, d/b/a Country Creek Food Mart, requests approval of a transfer of a (050) Retail Beer (Off Premises Only) and a (070) Retail Table Wine (Off Premises Only) license on Parcel ID# 20-19-0-000-028.002 in Sec 19 Twp. 17, Range 5W. Zoned C-1 (Commercial) (Site Location: 1301 Short Creek Road, Mulga, 35118) (SHORT CREEK) be approved.

Approved by the Jefferson County Commission this 20th day of April, 2017.

Recorded in Minute Book: 171

Page(s): 104-105

Attest:

Millie Diliberto

Minute Clerk

Jefferson County Commission

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

Apr-20-2017-286

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of Roads and Transportation and the Director of General Services, the President of the Jefferson County Commission is hereby authorized to execute a license from Jefferson County to Licensee, Donald Mulvehill for an unused portion of Morris cemetery property to be used for agricultural purposes. The term of this License Agreement is three (3) years, beginning on April 1, 2017 and ending March 31, 2020 and has a cancellation clause with thirty (30) days' written notice to terminate. A check in the amount of Two Hundred and No/ 00 (\$200.00) Dollars has been received from Donald Mulvehill representing the annual, paid in advance, rental payment.

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

Apr-20-2017-287

RESOLUTION NUMBER APR-20-2017-287

BE IT RESOLVED, by the County Commission of Jefferson County Alabama, that the County enters into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

The construction of a 5@130' span bridge replacement on CR-77 (Mt. Olive Road) over Locust Fork of the Black Warrior River. BIN# 012678. Length - 0.643 miles

Project# ACBRZ59462-ATRP (008); JCP# 37-08-01; ATRIP# 37-03-24, which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this 20th day of April, 2017.

ATTESTED:

Millie Diliberto
County Clerk

James A. Stephens
Chairman, Jefferson County Commission

I, the undersigned qualified and acting clerk of Jefferson County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution law fully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the 20th day of April, 2017, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 20th day of April, 2017.

Millie Diliberto
County Clerk
SEAL

AGREEMENT FOR
ALABAMA TRANSPORTATION REHABILITATION AND IMPROVEMENT PROGRAM (ATRIP) PROJECT
BETWEEN THE STATE OF ALABAMA AND
JEFFERSON COUNTY, ALABAMA

This agreement is made and entered into by and between the State of Alabama, (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and Jefferson County (FEIN 63-6001579), hereinafter referred to as the COUNTY; in cooperation with the United States Department of Transportation, the Federal Highway Administration, hereinafter referred to as the FHWA:

WITNESSETH

WHEREAS, the STATE and the COUNTY desire to cooperate in the construction of a 5@130' span bridge replacement on CR-77 (Mt. Olive Road) over Locust Fork of the Black Warrior River. BIN# 012678. Length - 0.643 miles

Project# ACBRZ59462-ATRP (008); JCP# 37-08-01; ATRIP# 37-03-24

NOW THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) The COUNTY will acquire any additional right-of-way, if needed, for the PROJECT at no cost to the STATE or this PROJECT.
- (2) The COUNTY will coordinate any required adjustments to utilities with the utility company involved in accordance with usual STATE procedures. Any utility expenses involved which are eligible for STATE reimbursement or payment under STATE law will be considered as part of the project cost and will be paid as provided herein. The STATE will not be liable for utility expenses that are not eligible for STATE reimbursement or payment under STATE law.
- (3) The COUNTY or its representative, will provide the required surveys, complete the plans and perform all other preliminary engineering duties for the PROJECT at no cost to the STATE or this PROJECT. The COUNTY will be responsible for submitting all required environmental documents to the STATE and obtaining approval prior to right-of-way acquisition or submittal of final plan assembly to the STATE. The plans will be subject to the approval of the STATE and the PROJECT will be constructed in accordance with the plans approved by the STATE and the terms of this agreement.
- (4) If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR)(Code Chapter 335-6-12) for the PROJECT without cost to the STATE or this PROJECT. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The COUNTY will furnish the STATE (Region) a copy of the permit prior to any work being performed by the contractor.
- (5) The COUNTY will furnish all construction engineering for the PROJECT with COUNTY forces or with a consultant selected and approved by the STATE as part of the PROJECT cost. The cost of construction engineering and inspection shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (6) The STATE will furnish the necessary inspection and testing of materials with STATE forces when needed as part of the PROJECT cost. The cost of inspection and testing of materials shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (7) The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction (latest edition) on the PROJECT and will ensure that alignment and grades on this PROJECT meet the standards of the Alabama Department of Transportation and that the PROJECT will be constructed in accordance with the approved plans.
- (8) The PROJECT will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of eighty (80) percent Federal ATRIP funds and twenty (20) percent COUNTY funds, unless otherwise noted below. Any Federal aid non-participating costs shall be borne by the COUNTY at one hundred (100) percent.
- (9) Funding for this agreement is subject to the availability of Federal ATRIP funds at the time of authorization. The STATE will not be liable for Federal ATRIP funds in any amount. It is understood that the amounts stated below are estimates only. Any shortfall in funding or overrun in construction costs shall be borne by the COUNTY from Federal ATRIP funds, if available, from COUNTY Federal funds, if available, and from COUNTY funds. In the event of an under-run in construction costs, the amount of Federal ATRIP funds will be the amount stated below, or eighty (80) percent of eligible costs, whichever is less.
- (10) The estimated cost of construction of this PROJECT will be provided from the funds outlined as follows:
Federal ATRIP Funds \$ 5,941,933.41

County Funds \$ 2,970,333.35

Total (Including E & I and Utilities) \$ 8,912,266.76

(11) The STATE will be responsible for advertisement and receipt of bids, and the award of the contract. Following the receipt of bids and prior to the award of the contract, the STATE will invoice the COUNTY for its pro-rata share of the estimated cost (if applicable) as reflected by the bid of the successful bidder plus E & I and Utilities, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened. Payment must be received prior to award of the contract.

(12) A final audit will be made of all PROJECT records after completion of the PROJECT and a copy will be furnished to the Alabama Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and this agreement.

(13) The COUNTY will submit reimbursement invoices for the work performed under the terms of this agreement to the STATE within six (6) months after the completion and acceptance of the PROJECT. Any invoices submitted after this six (6) month period will not be eligible for payment.

(14) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the improvements which are not a part of the Alabama Highway Maintenance System. Upon completion and acceptance of the work by the STATE, the COUNTY will maintain the PROJECT in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

(15) The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2 (1975), the COUNTY shall protect, defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officials, officers, and employees, and their agents and/or assigns.

(16) For all claims not subject to Alabama Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, and their agents and/or assigns from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its agents, servants, representatives, employees or assigns.

(17) By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents, or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

(18) Each party will provide, without cost to the other, information available from its records that will facilitate the performance of the work.

(19) Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/241 law).

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

(21) Exhibits M and N are attached and hereby made a part of this agreement.

(22) This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.

(23) 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.

(24) The terms of this agreement may be modified by supplemental agreement duly executed by the parties hereto.

(25) This agreement may be terminated by either party upon the delivery of a thirty (30) day notice termination.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed by those officers, officials, and person's thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:
Millie Diliberto
Minute Clerk

JEFFERSON COUNTY, ALABAMA

James A. Stephens

RECOMMENDED:

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION

Innovative Programs Acting Bureau Chief
Terry W. Robinson

Chief Engineer
Don T. Arkle, P.E.

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM AND CONTENT:

Acting Chief Counsel
Stacey H. Houston

Transportation Director
John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE ____ DAY OF _____, 2017.

GOVERNOR OF ALABAMA
ROBERT BENTLEY

Return a fully executed copy with original signatures to the Minutes Clerk Office, Suite 410, Courthouse. Exhibits M and N are on record in the Minute Clerk Office.

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

Apr-20-2017-288

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: Cal Markert, P.E. Director/County Engineer
Department: Roads & Transportation

Date: March 22, 2017

Purpose: Payment to SAI Enterprise, L.L.C. for acquired ROW and TCE for Topics VIII, Site 1 -
Montevallo Road and Mayfield Drive Project No. STPBH-9802(88) - Tr. No. 3
Agent: Rick Turner

Price: \$16,700.00

Pay to the order of: SAI Enterprise, L.L.C.

Mailing Address: 2100 Montevallo Road, S.W.
Birmingham, AL 35211

Fund: 4020 5100 551200 R136C

Check Delivery Code 84

I, Millie Diliberto, Minute Clerk, Jefferson County Commission, hereby certify that the above and foregoing is a true and correct transcript of a resolution duly adopted by the Jefferson County Commission on the 20th day of April, 2017, recorded in Minute Book 171, Page(s) 107-108, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama, this the 20th day of April, 2017.

Millie Diliberto
Minute Clerk
Jefferson County Commission
My Commission Expires August 31, 2019

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

Apr-20-2017-289

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an agreement between Jefferson County, Alabama and Laborie Medical Technologies not to exceed \$1,308.00.

STATE OF ALABAMA)

Contract Amendment

This is Amendment I to Contract between Jefferson County, Alabama, d/b/a/ Cooper Green Mercy Health Services, and Laborie Medical Technologies, hereinafter referred to as the "Contractor" to provide maintenance on the Portascan 3D system in the clinic at Cooper Green Mercy Health Services.

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 between the parties, resulting from Jefferson County's Contract No. 00008489, which was approved by the Commission on July 27, 2016 and recorded in MB 168, Page (s) 343, is hereby amended as follows:

Amend the term to May 28, 2017 through May 27, 2018.

Compensation shall not exceed the original contract amount of \$1,308 for this term (see attached quote).

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

STATE OF ALABAMA)
JEFFERSON COUNTY)

CONTRACT NO.: 00008489

JEFFERSON COUNTY COMMISSION:
James A. "Jimmie" Stephens, President

Laborie Medical Technologies
J. Puty

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

Apr-20-2017-290

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute a Support Service Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and Merge Healthcare Solutions, Inc. for annual service and maintenance for the PACS software and interface, and hardware in Radiology in the amount of \$50,961.00.

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

Apr-20-2017-291

BE IT RESOLVED BY the Jefferson County Commission that the President is authorized to execute an amended agreement between Jefferson County, Alabama and ClasTran for transportation services. The amended agreement increases the annual compensation provided to ClasTran by \$37,080 and provides an additional \$1,000 to transport Jefferson County Seniors to Thanksgiving Dinner each year. The amended agreement is increased from \$309,000.00 to \$346,080.00 and is for the period October 1, 2016 through September 30, 2017.

Adopted: April 20, 2017

STATE OF ALABAMA)
JEFFERSON COUNTY)

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and ClasTran to provide transportation for senior citizens in Jefferson County.

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 contract between the parties which was approved by the Jefferson County Commission on December 7, 2016, at M.B. 170, Pg. (s). 410-412, is hereby amended as follows:

- 1.) SCOPE OF SERVICES: ClasTran will increase the number of group trips for each of the 12 senior centers to four (4) trips per year, one taking place each quarter. Each trip will be limited to 20 senior passengers. No two senior centers will be eligible to schedule a trip on the same day.
- 2.) COMPENSATION: The annual compensation provided to ClasTran by the County as matching funds for transportation services to senior centers is increased by \$37,080.00 to a total of \$346,080.00. Payment due on April 1, and July 1, will now be \$95,790.00 each.
- 3.) The County will provide an additional \$1,000.00 to transport Jefferson County Seniors to Thanksgiving Dinner each year.
- 4.) TERM: The term of this contract is extended an additional one (1) year term, through September 30, 2018.

All other terms and conditions of the original contract are to remain the same.

Date: April 20, 2017

JEFFERSON COUNTY, ALABAMA
James A. Stephens, President

CONTRACTOR

Vendor signature not on file at the time of this recording. Return a fully executed copy with original signatures to the Minute Clerk, Suite 410, Courthouse.

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

Apr-20-2017-292

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an agreement between Jefferson County, Alabama and the Alabama Law Enforcement Agency to provide a report on driver licenses status on authorized employees who operate County vehicles on behalf of the Jefferson County Commission in the amount of \$1,500.00.

MEMORANDUM OF UNDERSTANDING FOR DRIVER LICENSE STATUS BETWEEN
THE ALABAMA LAW ENFORCEMENT AGENCY
AND
JEFFERSON COUNTY COMMISSION

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the Alabama Law Enforcement Agency (hereinafter "ALEA"), and Jefferson County Commission (hereinafter "Requestor") (collectively referred to as the "Parties").

WHEREAS, ALEA maintains the driver license database that provides the status of an individual's Alabama driver license.

WHEREAS, Requestor desires ALEA to provide Requestor the driver license status of employees operating Requestor owned vehicles.

WHEREAS, this MOU serves to establish guidelines for the delivery of the data to Requestor, and serves to help ensure the confidentiality of this information, consistent with applicable state and federal law.

NOW, THEREFORE, the Parties do hereby agree as follows:

1. The Requestor will provide to ALEA the driver license number of the employee whose licenses status the Requestor wishes to ascertain.
2. ALEA will provide a report showing the driver license status for each and every driver license number provided by Requestor.
3. ALEA will furnish the data to Requestor electronically.
4. ALEA will provide this data to Requestor semi-annually, or any other mutually agreed upon timeframe.

5. ALEA shall be paid \$.50 per driver license status generated. The payment is to be made upon receipt of the invoice and made prior to ALEA reproducing the data file. At the beginning of each fiscal year (October 1) this contract will be re-evaluated and the cost per record adjusted, if necessary.
6. The total fee for the MOU is based on the actual number of driver license status generated in the requested timeframe.
7. ALEA will provide the data from its driver license database, which it believes to be accurate.
8. ALEA and its employees shall not be liable for any claims of any nature against Requestor by any party arising from any failure of the Requestor to transmit or interpret the record access information accurately.
9. This MOU will become effective upon the signatures of both parties and shall continue in effect unless modified in writing by the mutual consent of both parties. Either party may terminate the agreement at any time upon a 30 day written notice to the other party.
10. Any unauthorized use or disclosure of information obtained by virtue of this agreement shall constitute grounds for termination of this agreement immediately.
11. For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

ALABAMA LAW ENFORCEMENT AGENCY
Agency Director
Stan Stabler
Secretary of ALEA
March 24, 2017

REQUESTOR
Jefferson County Commission
James A. Stephens
Commission President
April 20, 2017

Approved for Legal Form
By: Casey n. Bates
Title: ALEA Legal Counsel

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

Apr-20-2017-293

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an Intergovernmental Agreement Establishing the Jefferson County Regional Purchasing Cooperative between Jefferson County, Alabama and Winston County Schools in the amount of \$293.00.

INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE JEFFERSON COUNTY REGIONAL PURCHASING COOPERATIVE

This Agreement made this 13th day of March, 2017 Between the County of Jefferson, Alabama, and such other public bodies located within Jefferson County and adjoining counties of Alabama as choose to be governed by the provisions of the Jefferson County Regional Purchasing Cooperative as hereinafter set forth,

WITNESSETH:

In consideration of the premises and the mutual covenants and agreements stipulated herein, and pursuant to the authority granted by the State of Alabama Interlocal Cooperation Act of 1969 and under the General Provisions of the public contracts law of the State of Alabama (Code of Alabama, § 41-16-21.1 and 41-16-50), the parties hereto do hereby agree as follows:

SECTION 1

The parties hereto do hereby create, as a voluntary association, the Jefferson County Regional Purchasing Cooperative, hereinafter referred to as "the Cooperative," for the purpose of coordinating cooperative joint purchases for the mutual economic advantage of its members.

The Cooperative shall consist of a representative from each public entity participating in this Agreement. Said Cooperative shall be free to adopt such rules for organization and procedure, as it may deem suitable for the conduct of its business.

SECTION 2

The representative of each participating jurisdiction will have membership on the Advisory Board of the Cooperative, with one vote being allocated to each participant. Each participating unit of government shall determine the manner of selecting its representative; however, it is recognized that personnel with responsibilities associated with the purchasing process are more ideally suited as representatives.

SECTION 3

The parties to this Agreement will identify by way of their membership on said Advisory Board those items and classes of items for which joint purchase may be advantageous for the period commencing with the execution of this Agreement and continuing until terminated, as hereinafter provided.

SECTION 4

The specifications for items to be purchased will be prepared by the Purchasing Department of the Jefferson County Commission (hereinafter referred to as "the County") for use by all members of the Cooperative. Where feasible, the county shall seek input from the other participants to ensure that said specifications meet the broadest range of needs. Each participating government shall identify the items to be jointly purchased and indicate therein the quantities, or range of quantity desired, the location for delivery and other requirements, to permit the preparation and filing of plans and specifications as provided by law. In all cases where appropriate, the Cooperative shall seek to use standard specifications such as those used by the State of Alabama, the National Institute of Governmental Purchasing, the American Society of Testing and Materials, and other appropriate standards not cited herein.

SECTION 5

The County shall act as the lead jurisdiction for the Cooperative and will assume the responsibility for coordinating and advertising for bids on behalf of the other members of the Cooperative participating in a particular joint purchase. As such, the County shall be designated to receive and open bids on behalf of the other participating governments at the time and in the manner provided by law.

SECTION 6

The County will receive responses to all bids. Not later than fifteen (15) days following the receipt of bids, the County will submit to all participating members a complete tabulation of all bids received and a recommendation as to the lowest responsible bidder.

If the County determines that the lowest bidder is not responsible and accordingly certifies that some other bidder has the lowest responsible bid, it will include an explanation and report on its findings along with the tabulation and recommendation.

SECTION 7

Contracts of purchase will be awarded to the lowest responsible bidder as recommended by the County in consultation with its fellow members, except as provided for herein. Each party to this Agreement shall prepare separate and individual contracts and requisitions when providing for procurement of items coordinated through and in accordance with any recommendation by the County.

SECTION 8

Each individual member may reserve the right to disregard the recommendation of the County as to the lowest responsible bid in favor of applying its existing residence privilege pursuant to the public contract law of the State of Alabama (Code of Alabama, §41-16-50). In that event, each member jurisdiction may reserve the right to utilize specifications and bids prepared through the Cooperative and to award contracts of purchase, individually and on its own behalf; provided, however, that invitations for such individual bids are not advertised, nor are awarded within sixty (60) days of the period in which the County is soliciting and awarding bids for the same products and/or services, except in cases of emergency or extreme hardship pursuant to the public contract law of the State of Alabama (Code of Alabama §41-16-53).

SECTION 9

The County will not assume any financial or contractual obligation for any commodities, materials, and/or services for which the County coordinates the bidding on behalf of the Cooperative. Each participating government assumes sole and complete responsibility for its own procurement, delivery, storage, and payment, and will not impose or accept any additional obligations on either the County or any other member of the Cooperative relating to those responsibilities, either by way of this Agreement or by stipulating to its provisions.

SECTION 10

Any dispute arising between any of the parties hereto and a successful bidder not relating to either the validity of the award or contract of purchase or contract of service, or the rejection of any bid or bids will be settled by and at the cost of that party involved in the dispute and without obligation or responsibility on the part of the County, the Cooperative, or the other member jurisdictions.

SECTION 11

In the interest of the success of the Cooperative, those parties stipulating to this Agreement will be required to remain as members of the Cooperative for a period of not less than one (1) year from the date of inception.

SECTION 12

Any jurisdiction that wishes to terminate its membership in the Cooperative may do so by indicating the same in writing to the Purchasing Manager for the Jefferson County Commission. Members will agree to exercise this option only at the end of each fiscal year of the Cooperative. Likewise, membership in the Cooperative will be terminated automatically upon legal dissolution of any participating entity. However, under no circumstances will any exiting or dissolved jurisdiction be entitled to reimbursement of fees or other funds previously expended for the establishment, operation, or maintenance of the Cooperative.

SECTION 13

To facilitate the success of the Cooperative, the County agrees to install an assistant purchasing manager who will have primary responsibility for contract design and coordination with the other member governments. The total expense of these personnel will be divided among the participating governments. The participating members reserve the right to assess themselves, in proportion to their contribution, based on a fee and formula to be determined on an annual basis.

There is hereby established an executive committee comprised of the chief executive or their designate of each participating entity. The executive committee shall promulgate rules, regulations, and/or bylaws in accordance with the laws of the State of Alabama, for the operation and maintenance of the Cooperative, including but not limited to, the determination of the above- mentioned assessment.

SECTION 14

The members of the Cooperative shall have the power, pursuant to laws of the State of Alabama (Code of Alabama §41-16-21.1 and 41-16-50), to jointly contract with consultants and other such resources as is deemed necessary to provide services authorized by law for the development and realization of the Cooperative's objectives.

SECTION 15

This Agreement will take effect upon execution by the signatories. Thereafter, additional public entities within Jefferson County and adjoining counties of Alabama, may elect to join the Cooperative by executing this Agreement in the form prescribed by the existing members of the Cooperative, and such execution subsequent to the date herein written above will not be deemed to require re-execution of this Agreement by any party previously stipulating to its provisions.

IN WITNESS WHEREOF, the parties hereto, having obtained the full consent of their governing bodies, have caused this Agreement to be executed by their duly authorized officers on the day and year written above.

WINSTON COUNTY BOARD OF EDUCATION COUNTY OF WINSTON, ALABAMA,
A Municipal/Public Corporation
Greg Pendley, Superintendent of Schools

Notary Attest: Sandra K. Lester March 13, 2017
My Commission Expires February 17, 2021

FOR COUNTY USE ONLY
COUNTY OF JEFFERSON, ALABAMA,
A Municipal/Public Corporation
James A. Stephens
President

Attest: Millie Diliberto
April 20, 2017
My Commission Expires August 31, 2019

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

Apr-20-2017-294

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an Intergovernmental Agreement Establishing the Jefferson County Regional Purchasing Cooperative between Jefferson County, Alabama and Hoover City Schools in the amount of \$2,818.00.

INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE JEFFERSON COUNTY REGIONAL PURCHASING COOPERATIVE

This Agreement made this 13th day of March, 2017 Between the County of Jefferson, Alabama, and such other public bodies located within Jefferson County and adjoining counties of Alabama as choose to be governed by the provisions of the Jefferson County Regional Purchasing Cooperative as hereinafter set forth,

WITNESSETH:

In consideration of the premises and the mutual covenants and agreements stipulated herein, and pursuant to the authority granted by the State of Alabama Interlocal Cooperation Act of 1969 and under the General Provisions of the public contracts law of the State of Alabama (Code of Alabama, § 41-16-21.1 and 41-16-50), the parties hereto do hereby agree as follows:

SECTION 1

The parties hereto do hereby create, as a voluntary association, the Jefferson County Regional Purchasing Cooperative, hereinafter referred to as "the Cooperative," for the purpose of coordinating cooperative joint purchases for the mutual economic advantage of its members.

The Cooperative shall consist of a representative from each public entity participating in this Agreement. Said Cooperative shall be free to adopt such rules for organization and procedure, as it may deem suitable for the conduct of its business.

SECTION 2

The representative of each participating jurisdiction will have membership on the Advisory Board of the Cooperative, with one vote being allocated to each participant. Each participating unit of government shall

determine the manner of selecting its representative; however, it is recognized that personnel with responsibilities associated with the purchasing process are more ideally suited as representatives.

SECTION 3

The parties to this Agreement will identify by way of their membership on said Advisory Board those items and classes of items for which joint purchase may be advantageous for the period commencing with the execution of this Agreement and continuing until terminated, as hereinafter provided.

SECTION 4

The specifications for items to be purchased will be prepared by the Purchasing Department of the Jefferson County Commission (hereinafter referred to as "the County") for use by all members of the Cooperative. Where feasible, the county shall seek input from the other participants to ensure that said specifications meet the broadest range of needs. Each participating government shall identify the items to be jointly purchased and indicate therein the quantities, or range of quantity desired, the location for delivery and other requirements, to permit the preparation and filing of plans and specifications as provided by law. In all cases where appropriate, the Cooperative shall seek to use standard specifications such as those used by the State of Alabama, the National Institute of Governmental Purchasing, the American Society of Testing and Materials, and other appropriate standards not cited herein.

SECTION 5

The County shall act as the lead jurisdiction for the Cooperative and will assume the responsibility for coordinating and advertising for bids on behalf of the other members of the Cooperative participating in a particular joint purchase. As such, the County shall be designated to receive and open bids on behalf of the other participating governments at the time and in the manner provided by law.

SECTION 6

The County will receive responses to all bids. Not later than fifteen (15) days following the receipt of bids, the County will submit to all participating members a complete tabulation of all bids received and a recommendation as to the lowest responsible bidder.

If the County determines that the lowest bidder is not responsible and accordingly certifies that some other bidder has the lowest responsible bid, it will include an explanation and report on its findings along with the tabulation and recommendation.

SECTION 7

Contracts of purchase will be awarded to the lowest responsible bidder as recommended by the County in consultation with its fellow members, except as provided for herein. Each party to this Agreement shall prepare separate and individual contracts and requisitions when providing for procurement of items coordinated through and in accordance with any recommendation by the County.

SECTION 8

Each individual member may reserve the right to disregard the recommendation of the County as to the lowest responsible bid in favor of applying its existing residence privilege pursuant to the public contract law of the State of Alabama (Code of Alabama, §41-16-50). In that event, each member jurisdiction may reserve the right to utilize specifications and bids prepared through the Cooperative and to award contracts of purchase,

individually and on its own behalf; provided, however, that invitations for such individual bids are not advertised, nor are awarded within sixty (60) days of the period in which the County is soliciting and awarding bids for the same products and/or services, except in cases of emergency or extreme hardship pursuant to the public contract law of the State of Alabama (Code of Alabama §41-16-53).

SECTION 9

The County will not assume any financial or contractual obligation for any commodities, materials, and/or services for which the County coordinates the bidding on behalf of the Cooperative. Each participating government assumes sole and complete responsibility for its own procurement, delivery, storage, and payment, and will not impose or accept any additional obligations on either the County or any other member of the Cooperative relating to those responsibilities, either by way of this Agreement or by stipulating to its provisions.

SECTION 10

Any dispute arising between any of the parties hereto and a successful bidder not relating to either the validity of the award or contract of purchase or contract of service, or the rejection of any bid or bids will be settled by and at the cost of that party involved in the dispute and without obligation or responsibility on the part of the County, the Cooperative, or the other member jurisdictions.

SECTION 11

In the interest of the success of the Cooperative, those parties stipulating to this Agreement will be required to remain as members of the Cooperative for a period of not less than one (1) year from the date of inception.

SECTION 12

Any jurisdiction that wishes to terminate its membership in the Cooperative may do so by indicating the same in writing to the Purchasing Manager for the Jefferson County Commission. Members will agree to exercise this option only at the end of each fiscal year of the Cooperative. Likewise, membership in the Cooperative will be terminated automatically upon legal dissolution of any participating entity. However, under no circumstances will any exiting or dissolved jurisdiction be entitled to reimbursement of fees or other funds previously expended for the establishment, operation, or maintenance of the Cooperative.

SECTION 13

To facilitate the success of the Cooperative, the County agrees to install an assistant purchasing manager who will have primary responsibility for contract design and coordination with the other member governments. The total expense of these personnel will be divided among the participating governments. The participating members reserve the right to assess themselves, in proportion to their contribution, based on a fee and formula to be determined on an annual basis.

There is hereby established an executive committee comprised of the chief executive or their designate of each participating entity. The executive committee shall promulgate rules, regulations, and/or bylaws in accordance with the laws of the State of Alabama, for the operation and maintenance of the Cooperative, including but not limited to, the determination of the above- mentioned assessment.

SECTION 14

The members of the Cooperative shall have the power, pursuant to laws of the State of Alabama (Code of Alabama §41-16-21.1 and 41-16-50), to jointly contract with consultants and other such resources as is deemed

necessary to provide services authorized by law for the development and realization of the Cooperative's objectives.

SECTION 15

This Agreement will take effect upon execution by the signatories. Thereafter, additional public entities within Jefferson County and adjoining counties of Alabama, may elect to join the Cooperative by executing this Agreement in the form prescribed by the existing members of the Cooperative, and such execution subsequent to the date herein written above will not be deemed to require re-execution of this Agreement by any party previously stipulating to its provisions.

IN WITNESS WHEREOF, the parties hereto, having obtained the full consent of their governing bodies, have caused this Agreement to be executed by their duly authorized officers on the day and year written above.

County of Jefferson, Alabama,
A Municipal/Public Corporation
By: Tina Hancock
Chief Financial Officer

Attest: Stanley D. Marshall, March 23, 2017
My Commission Expires December 11, 2019

County of Jefferson, Alabama,
A Municipal/Public Corporation
James A. Stephens
President

Attest: Mildred G. Diliberto, April 20, 2017
My Commission Expires August 31, 2019

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

Apr-20-2017-295

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an amendment to the agreement between Jefferson County, Alabama and GKR Venture Technologies to provide Cisco maintenance support known as SmartNet maintenance for network hardware, software, VoIP hardware, software, and license support in the amount of \$286,490.06.

STATE OF ALABAMA)
JEFFERSON COUNTY)

CONTRACT NO: 00008244

Contract Amendment No. I

This Amendment to Contract entered into the 1st day of March 2016, between Jefferson County, Alabama, hereinafter referred to as "the County, and GKR Venture Technologies, here in after referred to as the "Contractor" to provide Cisco SmartNet Maintenance Support.

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. 00008244. The original contract between the parties referenced above, was approved by the Commission on April 21, 2016, MB 169, Page(s) 504 - 506.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

COMPENSATION:

The contractor shall be compensated a sum in the amount of \$286,490.06

AUTHORIZATION TO PERFORM WORK:

June 29, 2017-June 30, 2018

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

JEFFERSON COUNTY COMMISSION
James Stephens, President

Venture Technologies
Authorized Representative
Robin Schlosser

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

Apr-20-2017-296

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an agreement between Jefferson County, Alabama and Kronos Inc., to provide maintenance support for Kronos Workforce Central software and hardware support for Kronos time clocks and Timekeeper system in the amount of \$61,170.39

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

Apr-20-2017-297

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an agreement between Jefferson County, Alabama and GKL Companies, Incorporated for Change Order # 1 in the amount of \$2,959.00 to reconcile Construction Directive # 1 to the Public Works construction contract to replace the existing roofing system located at the Jefferson County Courthouse Bridge Rook M and N.

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

Apr-20-2017-298

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an agreement between Jefferson County, Alabama and Murray Building Company, Incorporated in the amount of \$1,664,948.00, for contract award of the Project titled "Jefferson County Public Safety Center Elevator Modernization".

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie Stephens.

Apr-20-2017-299

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute a Professional Services agreement between Jefferson County, Alabama and Poole and Company Architects, LLC, to provide professional Architectural and Engineering services for the programming, design, and development of construction specification bid documents and construction administration for the Courthouse second floor Consolidation Project, three (3) phases, in the amount of 98,000.00.

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman, that the above resolution be approved. Voting "Aye" George Bowman, David Carrington, and Jimmie 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, May 4, 2017.

President

ATTEST:

Minute Clerk