

STATE OF ALABAMA)
JEFFERSON COUNTY) February 9, 2017

The Commission convened in regular session at the Jefferson County Courthouse in Birmingham, Alabama at 9:04 A.M., James A. Stephens, President, presiding and the following members present:

- District 1 – George Bowman
- District 2 – Sandra Little Brown
- District 3 - James A. (Jimmie) Stephens
- District 4 - Joe Knight
- District 5 – David Carrington

Invocation was led by Pastor Chuck Cater of the Church of Replap and the Pledge of Allegiance led by Tyler Pierce, Student from Oak Grove High School.

The Commission met in Work Session on Tuesday, February 7, 2017, and moved for approval the following Committee items be placed on the February 9, 2016, Regular Commission Meeting Agenda:

- Commissioner George Bowman, Health and General Services Committee Item 1-3, plus 1 addendum item.
- Commissioner Sandra Little Brown, Human-Community Development and Human Resource Services Committee items 1-5, plus 1 addendum item.
- Commissioner Jimmie Stephens, Administrative, Public Works and Infrastructure Committee Items 1-9, plus 3 addendum items.
- Commissioner Joe Knight, Judicial Administration, Emergency Management and Land Planning Committee had item 1-5.
- Commissioner David Carrington, Finance, Information Technology & Business Development Committee Items 1-24, plus 1 addendum item.

Commission President Jimmie Stephens announced that due to a death in Commissioner Sandra Little Brown’s family there was a need to rearrange the order of business on the agenda in an effort to ensure that Commissioner Brown be able to leave as soon as possible. With that being said the following action was taken.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that Resolutions 1 through 33, with the exception of item number eight (8) and item number twenty-two (22) (which were held for a separate vote), be adopted as presented. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

FEB-09-2017-74

WHEREAS, Jefferson County intends to replace the bridge on Mount Olive Road through project ACBRZ59462-ATRP (008);

WHEREAS, a utility agreement for this project was signed on December 7, 2016 by the Commission President and recorded in Minute Book 170, Page 431 for this project;

WHEREAS, ALDOT has determined due to a projected shortfall in ATRIP funding that the selection on Page 6 of the agreement will need to be revised to reflect that the County requests that “100% County funds” rather than “federal participation” to be used for completion of utility work;

WHEREAS, ALDOT needs this revision to the document to move the project forward;

WHEREAS, this shortfall was anticipated by Jefferson County; thus, it will not result in any changes to the amount requested through the review of the initial agreement. The only change required is the selection of the “County funds” checkbox on Page 6.

THEREFORE, BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION that upon the recommendation above the revision to the document is hereby approved and the Commission President is authorized to execute the revised document as needed.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting “Aye” George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

Unusual Demands
02/09/2017

Org	Dept.	Vendor #	Vendor Name	Description	Amount	D
10001004	COMMISSIONER DISTRICT 4	100193	JEFFERSON CO TREASURER	2" Soft Cover Binder & Memo Clip 5 x 7	13.49	18
TOTAL					13.49	
10001100	REVENUE	100193	JEFFERSON CO TREASURER	REIMB. LOCAL MILEAGE AUDITING-DOC#175618	192.24	17
10001100	REVENUE	100193	JEFFERSON CO TREASURER	REIMB. POSTAGE FOR TITLE SUBMITS-TAG DEPT B#8233	48.11	18
10001100	REVENUE	100516	BRUCE THOMPSON	REIMB. MILEAGE TO CRE CLASS & CROAA MEETING	345.60	18
TOTAL					585.95	
10001200	COUNTY ATTORNEY	100111	BHAM BAR ASSOCIATION	BBA DUES - THEO LAWSON	175.00	18
10001200	COUNTY ATTORNEY	100111	BHAM BAR ASSOCIATION	BBA DUES - SHAWNNA HAAS SMITH	100.00	18
10001200	COUNTY ATTORNEY	100111	BHAM BAR ASSOCIATION	BBA DUES - ALLISON LYNNE NICHOLS-GAULT	100.00	18
10001200	COUNTY ATTORNEY	100111	BHAM BAR ASSOCIATION	BBA DUES - BRENT GRAINGER	175.00	18

10001200	COUNTY ATTORNEY	100111	BHAM BAR ASSOCIATION	BBA DUES - FRANK BRADY RIGDON	175.00	18
10001200	COUNTY ATTORNEY	100643	AMERICAN BAR ASSOCIATION	2017 DUES - ALLISON NICHOLS-GAULT MEMBER 02213014	157.00	18
10001200	COUNTY ATTORNEY	100643	AMERICAN BAR ASSOCIATION	ABA DUES - BRENT GRAINGER MEMBER 01218907	260.00	18
10001200	COUNTY ATTORNEY	100643	AMERICAN BAR ASSOCIATION	ABA DUES - THEODORE A LAWSON MEMBER 02253707	260.00	18
TOTAL					1402.00	
10001410	TAX ASSESSOR-BHAM	100032	ABBRANT INC	Subscription 2017 for Tax Assessor	15.00	18
TOTAL					15.00	
10002210	IT SYSTEM DEV & ADMINISTRATION	100193	JEFFERSON CO TREASURER	Membership renewal for Willie Wright	60.00	18
TOTAL					60.00	
10002220	IT TECH SERVICES	100193	JEFFERSON CO TREASURER	CABLES AND ADAPTORS GDALE REV	96.57	18
TOTAL					96.57	
10002230	IT COMM SERVICES	106075	OLUKEMI NIYILADIPO	Travel reimbursement	54.97	18
TOTAL					54.97	
10002290	IT TOWERS	100193	JEFFERSON CO TREASURER	LIGHT BULBS FOR SURGE SUPPRESSOR AT FAIRFIELD TOWE	2.00	17
TOTAL					2.00	
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED PUTTY TAPE FOR BESSEMER JAIL	16.00	18
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED SPRAY PAINT FOR GSOC	3.99	18
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED TOUCH UP MARKERS FOR GSOC CARPENTER SHOP	94.88	18
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED TWO LATCHES FOR GARDENDALE CH	26.80	18
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED TOGGLE BOLTS FOR BHAM CH	22.78	18
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED A 2-PIPE GRIPPER JAWS FOR GSOC	250.00	18
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED 2-PIPE GRIPPER JAWS FOR GSOC	250.00	18

10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED TWO BOXES OF SCREWS FOR DESK AT CENTERPT	6.68	18
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED A PIPE GRIPPER JAW FOR GSOC	250.00	18
TOTAL					921.13	
10002403	GS ELECTIONS	100193	JEFFERSON CO TREASURER	PURCHASED A CASE OF PALLET WRAP FOR ELECTIONS	59.63	18
10002403	GS ELECTIONS	100193	JEFFERSON CO TREASURER	PURCHASED DRY ERASE MARKERS FOR GS ELECTIONS	10.29	18
TOTAL					69.92	
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	TRAVEL REIMBURSTMENT	9.96	18
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	KEYS,TRAILER CONNECTORS, TIRES VALVE STEM	57.50	18
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	INSECTICIDE,SEED SPREADER, NOZZLE, SILCONE, OIL	138.79	18
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	GAS CAN SPOUTS, TUBE STRAIGHTER	39.96	18
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	SHOP TOWELS, CHAINSAW OIL,TIRE CLEANER, STORAGE BA	92.30	18
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	CAT5E 14' PATCH CORD	96.14	18
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	MAIL CERTIFIED LETTER TO FOUR DIFFERENT ADDRESS	25.88	18
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	LEVY RECORDINGS	64.00	18
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	EMERGENCY PURCHASE DVD RECORDER FOR DETECTIVES CP	179.00	18
TOTAL					703.53	
10004180	SF CORRECTIONS- BS	100128	JEFF CO DEPUTY TREASURER	HAIR CLIPPERS FOR INMATE	89.99	18
10004180	SF CORRECTIONS- BS	100128	JEFF CO DEPUTY TREASURER	REPLACEMENT MICROWAVES	118.00	18
10004180	SF CORRECTIONS- BS	100128	JEFF CO DEPUTY TREASURER	LAUNDRY DETERGENT	95.78	18
TOTAL					303.77	
10004220	YOUTH DETENTION SUPPORT SVCS	100193	JEFFERSON CO TREASURER	Janitorial/Kitchen Supplies	232.75	18
TOTAL					232.75	

10006000	HUMAN RESOURCES ADMIN	131516	BRIAN MILLER	ASSESSOR PER DIEM NOVEMBER 18-21, 2016	125.00	18
10006000	HUMAN RESOURCES ADMIN	132734	KYANA BECKLES	ASSESSOR PER DIEM NOVEMBER 18-21, 2016	125.00	18
10006000	HUMAN RESOURCES ADMIN	132977	JOHN AGOSTA	ASSESSOR EXPENSES/PER DIEM DEC 5-9, 2016	279.70	18
10006000	HUMAN RESOURCES ADMIN	135470	MITCHELL ANGOTT	ASSESSOR PER DIEM NOVEMBER 18-21, 2016	125.00	18
10006000	HUMAN RESOURCES ADMIN	135485	CHRISTOPHER RUSSO	ASSESSOR EXPENSES/PER DIEM DEC 5-9, 2016	170.00	18
10006000	HUMAN RESOURCES ADMIN	135486	JENNIFER MORRIS	ASSESSOR EXPENSES/PER DIEM DEC 5-9, 2016	219.28	18
10006000	HUMAN RESOURCES ADMIN	135491	SEMRET YIBASS	ASSESSOR EXPENSES/PER DIEM DEC 12-16, 2016	254.56	18
10006000	HUMAN RESOURCES ADMIN	135492	JULIEN NOUGAROU	ASSESSOR PER DIEM DECEMBER 5-9, 2016	125.00	18
10006000	HUMAN RESOURCES ADMIN	135493	CHANICE ALEXANDER	ASSESSOR PER DIEM DECEMBER 12-16, 2016	125.00	18
10006000	HUMAN RESOURCES ADMIN	135494	INDRIT VUCAJ	ASSESSOR EXPENSES/PER DIEM DEC 5-9, 2016	246.13	18
10006000	HUMAN RESOURCES ADMIN	135495	HOLLIE GARCED	ASSESSOR PER DIEM NOV 11-14, 2016	125.00	18
10006000	HUMAN RESOURCES ADMIN	135497	WESLEY STEWART	ASSESSOR PER DIEM NOVEMBER 18-21, 2016	125.00	18
10006000	HUMAN RESOURCES ADMIN	135499	NORMA RAHAL	ASSESSOR PER DIEM FROM 11/17/2016 TO 11/21/2016	125.00	18
10006000	HUMAN RESOURCES ADMIN	135500	PATRICK ANDERSON	ASSESSOR PER DIEM NOVEMBER 11-14, 2016	125.00	18
TOTAL					2294.67	
10006312	FAMILY COURT PROBATION BHAM	100193	JEFFERSON CO TREASURER	Surge protectors	23.94	18
10006312	FAMILY COURT PROBATION BHAM	100193	JEFFERSON CO TREASURER	Badge Reels	14.99	18
10006312	FAMILY COURT PROBATION BHAM	100193	JEFFERSON CO TREASURER	Cartridge for Intake Fax	74.99	18
10006312	FAMILY COURT PROBATION BHAM	100193	JEFFERSON CO TREASURER	Batteries County Car Remotes	8.74	18
TOTAL					122.66	
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON CO TREASURER	Wireless keyboard & mouse sets	179.97	18

10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON CO TREASURER	Training Doing What Matters - E. Dozier	25.00	18
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON CO TREASURER	Alabama Mental Health Summit - D. Malone	25.00	18
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON CO TREASURER	Ala Mental Health Summit - KMcMullen	25.00	18
10006313	FAMILY COURT PROGRAMS	100193	JEFFERSON CO TREASURER	Doing What Matters - KMcMullen	25.00	18
TOTAL					279.97	
10006314	FAMILY COURT CLERK OFFICE-BHAM	100193	JEFFERSON CO TREASURER	Postage for overnight check	22.95	18
10006314	FAMILY COURT CLERK OFFICE-BHAM	100193	JEFFERSON CO TREASURER	Postage for appeal	27.65	18
10006314	FAMILY COURT CLERK OFFICE-BHAM	100193	JEFFERSON CO TREASURER	"17" file folder labels	57.67	18
TOTAL					108.27	
21305300	ROADS AND TRANS RIGHT OF WAY	100193	JEFFERSON CO TREASURER	DEED RECORDING FEES, COUPLING FOR COMPUTER	53.05	18
TOTAL					53.05	
21305400	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	OTTERBOX, FIRST CLASS MAIL, FENCE PARTS FOR REPAIR	335.40	18
21305400	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	TELEVISION DIGITAL ADAPTER	129.98	18
TOTAL					465.38	
21305500	ROADS AND TRANS HWY MNT	100193	JEFFERSON CO TREASURER	CDL RENEWAL FOR DAVID BROWN - BESSEMER	30.00	18
TOTAL					30.00	
21305600	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	CDL RENEWAL, BACKGROUND CHECK FOR CDL, TOOLS	118.50	18
TOTAL					118.50	
21401301	BOARD OF EQUALIZATION	100193	JEFFERSON CO TREASURER	PETTY CASH-MEUSE,L-POSTAGE FOR MAILING IPADS	78.60	18
TOTAL					78.60	
24212020	ECONOMIC DEVELOPMENT	100193	JEFFERSON CO TREASURER	supplies for meetings dated 11/03/2016	38.03	17
TOTAL					38.03	

50102601	FLEET MGT ADM	100193	JEFFERSON CO TREASURER	CDL fee, fuel, shipping fee, veh titles, veh tag	328.77	18
TOTAL					328.77	
60407100	ESD GENERAL ADMINISTRATION	100193	JEFFERSON CO TREASURER	2017 EMERGE PROGRAM TUITION- JONATHAN SHORTS	350.00	18
TOTAL					350.00	
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	OIL SEAL	8.14	18
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	WHEEL;SILICONE;OFFICE SUPPLIES;SOAP;BATTERIES;BELT	484.25	18
TOTAL					492.39	
60407250	SEWER LINE MAINTENANCE ADMIN	100193	JEFFERSON CO TREASURER	PART FOR KITCHEN SINK, BATTERY FOR PHONE, CDL REW	78.94	18
TOTAL					78.94	
60407252	VILLAGE CREEK LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	KITCHEN SINK PARTS, OUTLET, & DE-CON RAT POISON	63.87	18
TOTAL					63.87	
60407253	SHADES LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	GASKET	7.48	18
60407253	SHADES LINE MAINTENANCE	100193	JEFFERSON CO TREASURER	FUSE, KEYS, CLASS B CDL, CDL TEST, REFRIGERATOR BU	72.86	18
TOTAL					80.34	
60407270	TELEVISION INSPECTION	100193	JEFFERSON CO TREASURER	VELCRO, NEW TOILET FOR THE CAMERA TRUCK	141.37	18
TOTAL					141.37	
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	Batteries for battery backup systems in plant	23.98	18
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	Mason jars for stormwater collection	9.33	18
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	plumbing tape for hose repair	4.44	18
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	mileage\$ for employee	20.25	18
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	postage for certified mail on air permit	7.68	18
TOTAL					65.68	
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	CERTIFICATION RENEWAL	70.00	18

60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	JUNCTION BOX,COVER,LIQUIDITE	40.73	18
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	JUNCTION BOX	7.09	18
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	CAPSCREWS,HEX NUTS,FLAT WASHERS	5.04	18
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	WHITE LITHIUM GREASE	71.76	18
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	CLEAR SILICONE	5.92	18
TOTAL					200.54	
60407305	TURKEY CREEK WWTP	100193	JEFFERSON CO TREASURER	petty cash for phone case for new phone	48.26	18
TOTAL					48.26	
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Refreshments for Operator II Training Class	11.76	18
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Refreshments for Operator II Training Class	11.00	18
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Refreshments for Safety Meeting	52.81	18
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	PNEUMATIC VALVE	168.06	18
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	TOILIET BALL AND FITTING	9.75	18
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	REFRIGRATOR	358.00	18
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	REFRIGERATOR	358.00	18
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Postage for mailing of Retiree Plaques	20.78	18
TOTAL					990.16	
60407322	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	BEARING AND GUIDE	10.12	17
TOTAL					10.12	
60407323	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	SINK PLMB;OFFICE SUPPLIES;ELECT.SUPPLIES;	231.39	18
TOTAL					231.39	
60407324	WWTP INSTRUMENT MAINTENANCE	100193	JEFFERSON CO TREASURER	CONTACTORS;CONNECTORS;MEMBERSHIP DUES;	395.22	17

60407324	WWTP INSTRUMENT MAINTENANCE	100193	JEFFERSON CO TREASURER	SINK PLMB;OFFICE SUPPLIES;ELECT.SUPPLIES;	231.39	18
TOTAL					626.61	
70101720	PERSONNEL BOARD ADMIN	100193	JEFFERSON CO TREASURER	Mileage for McCall (12/27/16 thru 1/3/17)	15.66	18
70101720	PERSONNEL BOARD ADMIN	100193	JEFFERSON CO TREASURER	Reimb. C. Holiness for Report Cover Expenses	48.93	18
70101720	PERSONNEL BOARD ADMIN	100193	JEFFERSON CO TREASURER	Mileage Lauren McMahan Jan. 20-26, 2017	25.92	18
TOTAL					90.51	
70101750	PERSONNEL BOARD TESTING	135185	GEORGE HAMMOND	2016 Fire Lt. Assessment by George Hammond	361.52	18
TOTAL					361.52	
70204500	EMERGENCY MANAGEMENT AGENCY	100193	JEFFERSON CO TREASURER	EMA - Chamber Lunch, EOC Activation, Weather Radio	545.02	18
TOTAL					545.02	
GRAND TOTAL					\$ 12,755.70	

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Unusual Demands Report(s) be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MULTIPLE STAFF DEVELOPMENT

Finance

Jen Brown, Robert Juneau, John Henry, Travis Hulse, Lekisha Doyle, Malinda Parker, Frances Jackson
GFOAA Annual Conference
Birmingham, AL – February 22-24, 2017

2,450.00

Tax Assessor Birmingham

Sheila Nixon
Sandra Rice
ESRI User Conference
San Diego, CA – July 9-14, 2017

2,853.72
2,853.72

INDIVIDUAL STAFF DEVELOPMENT

Commission District 3

Chris Willis
ACCMA Certification
Prattville, AL – February 9-10, 2017

395.63

Commissioner District 4	
Zach Brooks	395.63
Local Government Certificate Program	
Prattville, AL – February 9-10, 2017	
County Manager	
Justin Smith	480.27
HR Management & Staff Effectiveness	
Prattville, AL – February 9-10, 2017	
Community and Economic Development	
Sharon Youngblood	300.00
Government Accounting and Auditing Forum	
Birmingham, AL – November 30 – December 1, 2016	
Keith Strother	2,081.10
Southeastern Employment and Training Assn.	
Jacksonville, FL – March 18-23, 2017	
Keith Strother	2,425.26
National Association of Workforce Development Forum	
New Orleans, LA – May 21-25, 2017	
Environmental Services	
David Denard	1,984.56
NACWA Conference	
Tampa, FL – February 5-7, 2017	
Information Technology	
Roosevelt Butler	1,771.18
ESRI Public Sector	
Redlands, CA – March 27-31, 2017	
Revenue	
Wesley Moore	1,532.25
Tax Audit	
Nashville, TN – March 12-17, 2017	
Charles Bell	1,203.15
Tax Audit	
Meridian, MS & Mobile, AL – March 5-10, 2017	
Gerald Osburn	175.00
Overview of County Revenue Class	
Prattville, AL – April 6-7, 2017	
Gerald Osburn	150.00
ALTIST Course	
Hoover, AL – March 11, 2017	
Tax Assessor – Bessemer	
Charles Winston	1,194.59
Appraisal Manual	
Montgomery, AL – March 19-24, 2017	
Tax Assessor Birmingham	
Sheila Nixon	605.00
Appraisal of Land	
Hoover, AL – March 20-24, 2017	

FOR INFORMATION ONLY

Personnel Board

Pete Blank	2,757.03
Best Practice Leadership	
Nashville, TN – February 7-9, 2017	

Sheriff

John Leon, Jr.	695.00
Jeffery Hall	

Investigative Interviewing	695.00
Birmingham, AL – March 21-24, 2017	

David Thompson	893.92
Meeting with Record Sharing Company	
Orlando, FL – December 13-15, 2016	

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Staff Development Report(s) be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-09-2017-75

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT(S) FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 01/13/2017– 01/19/2017, AND 01/20/2017 – 01/26/2017, BE AND HEREBY ARE APPROVED.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Encumbrance Report(s) be hereby approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

FEB-09-2017-76
PURCHASING DIVISION AGENDA REPORT
For Week of 01/13/17 – 01/19/17
Committee Meeting February 8, 2017
For Commission Approval
February 9, 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 JANUARY 20, 2017

1. RECOMMENDED FOR REVENUE FROM DELL MARKETING L.P., ROUND ROCK, TX 77494, TO AWARD BID FOR DELL TONER AND DRUM FOR THE PERIOD OF 01/26//2017 - 01/25/2018 TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 20-17
REFERENCE MUNIS BID # 17010

For Week of 01/20/2017 – 01/26/17
Committee Meeting February 8, 2017
For Commission Approval
February 9, 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 JANUARY 27, 2017

1. RECOMMENDED FOR FLEET MANAGEMENT FROM TRACTOR & EQUIPMENT COMPANY, BIRMINGHAM, AL, TO AWARD BID FOR 2017 CRAWLER-TYPE DOZER FOR THE PERIOD OF 02/09/2017 – 02/08/2018 TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 42 - 17
REFERENCE MUNIS BID # 17035

2. RECOMMENDED FOR COOPER GREEN MERCY HEALTH SERVICES FROM VWR INTERNATIONAL, LLC SUWANEE. GA, TO AWARD BID FOR LABORATORY SUPPLIES, CGMHS STOREROOM FOR THE PERIOD OF 02/09/2017 – 09/30/2017 TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 36 - 17
REFERENCE MUNIS BID # 17019

3. RECOMMENDED FOR COOPER GREEN MERCY HEALTH SERVICES FROM CARDINAL HEALTH, DUBLIN, OH, TO AWARD BID FOR LABORATORY SUPPLIES, CGMHS STOREROOM FOR THE PERIOD OF 02/09/2017 – 09/30/2017 TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 36 - 17
REFERENCE MUNIS BID # 17019

4. RECOMMENDED FOR GENERAL SERVICES FROM MOBILE FIXTURE & EQUIPMENT CO., INC., MOBILE, AL, TO AWARD BID FOR KITCHEN EQUIPMENT (GAS TILTING SKILLET) FOR THE PERIOD OF 02/09/2017 – 02/08/2018 TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 24 - 17
REFERENCE MUNIS BID # 17024

5. RECOMMENDED FOR GENERAL SERVICES FROM BIRMINGHAM RESTAURANT SUPPLY, INC., BIRMINGHAM, AL, TO AWARD BID FOR KITCHEN EQUIPMENT (CONVENTION OVENS & PLANETARY MIXER) FOR THE PERIOD OF 02/09/2017 – 02/08/2018 TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 16 - 17
REFERENCE MUNIS BID # 17023

6. RECOMMENDED FOR ROADS AND TRANSPORTATION AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM HELENA CHEMICAL, SELMA, AL, TO RENEW BID FOR HERBICIDES FOR THE PERIOD OF 03/05/2017 – 03/04/2018 TO BE PURCHASED ON AN AS NEEDED BASIS. FINAL RENEWAL.

REFERENCE BID # 25 – 15
REFERENCE MUNIS BID # N/A

For Week of 01/20/2017 – 01/26/2017
Committee Meeting FEBRUARY 7, 2017
For Commission Approval
FEBRUARY 9, 2017

SHEET 1

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 FEBRUARY 2, 2017

1. RECOMMENDED FOR SHERIFF’S OFFICE FROM PRECISION TACTICAL ARMS CO., HOOVER, AL, TO PURCHASE RIFLES PTAC XPM4 Mk.2S FOR THE PERIOD OF 01/09/2017 - 01/08/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 23 - 17
REFERENCE MUNIS BID # N/A

2. RECOMMENDED FOR GENERAL SERVICES FROM GRAYBAR ELECTRIC, BIRMINGHAM, AL, TO PURCHASE UNINTERRUPTIBLE POWER SYSTEM FOR BIRMINGHAM JAIL FOR THE PERIOD OF 02/09/2017 - 02/08/2018. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 26 - 17R
REFERENCE MUNIS BID # N /A

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

FEB-09-2017-77

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

- o Regions Bank Visa Credit Card Statement with a closing date of January 31, 2017.

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

FEB-09-2017-78

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute the claim reimbursement documents for the December 2016 advertising from the State of Alabama in the amount of \$1,900.00.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

FEB-09-2017-79

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

WHEREAS, Deer Foot Drive and a portion of Deer Foot Cove, as shown in Deerfoot Pointe Subdivision Phase I, as situated in the SE ¼ of Section 28, Township 15S, Range 1W, 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 Road 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 227, Page 29, in the Birmingham Division of the Jefferson County Probate Court.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

FEB-09-2017-80

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

WHEREAS, Aminack Lane, as situated in the SE ¼ of the SE ¼ of Section 1, Township 17S, Range 5W, has been on the Jefferson County road maintenance list and has been maintained by Jefferson County personnel. The Jefferson County maintenance limits begin at the intersection of Shady Grove Road and continue in a westerly and southerly direction for approximately 375 linear feet, to the property of currently addressed as 2510 Shady Grove Road.

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 street, as constructed and located within the boundaries of the prescriptive right-of-way as established by previous maintenance of this roadway by Jefferson County. This resolution shall serve as clarification to all Jefferson County that Aminack Lane is a County maintained roadway.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

FEB-09-2017-81

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute and sign permits through National Pollutant Discharge Elimination Systems (NPDES Permit Certification) for Project No. ACBRZ59460-ATRP (001). These documents are necessary to receive ATRIP funding for the bridge construction.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

FEB-09-2017-82

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an amendment to the agreement between Jefferson County, Alabama and AMT Medical Staffing in an amount not to exceed \$150,000.00.

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 AMT Medical Staffing, hereinafter called "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 July 27, 2016, at M.B. 170, Pg. 133-135, is hereby amended as follows:

Term: The contract term is extended from December 23, 2016 through September 30, 2017.

Compensation: As full compensation for the Consultant's professional services performed hereunder, the Agency shall pay the Consultant an amount not to exceed \$150,000 (One Hundred and Fifty Thousand Dollars and no/cents).

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

JEFFERSON COUNTY, ALABAMA

Date: 2/9/17

James A. Stephens, President

AMT MEDICAL STAFFING

Date: 12/19/16

Amy Disney

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

FEB-09-2017-83

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Community Grant Agreement between Jefferson County, Alabama and the City of Warrior, Alabama in the amount of \$300.00.

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adapted a Community Grant Program and Funding, Guidelines ("Program"); and

WHEREAS, under this Program, the City of Warrior, Alabama ("Warrior"), applied for a grant of funds for \$300.00; and

WHEREAS, Warrior is a municipality located within Jefferson County, Alabama, which seeks funding to assist in the purchase of a new ice maker for the Warrior Senior Center; and

WHEREAS, Warrior meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Joe Knight has recommended funding of \$300.00 to Warrior, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on January 31, 2018.
2. The County shall pay to Warrior a lump sum payment of \$300.00 upon execution of this agreement.
3. Warrior shall use the public funds to assist in purchasing a new lee maker for the Warrior Senior Center.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. Warrior shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Knight a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by January 31, 2018, whichever shall occur first.
5. Warrior shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Warrior for a period of not less than three (3) years from termination of the fiscal year set out above.
6. The Warrior representative signed below, certifies by the execution of this agreement that no part of the hands paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.
7. The Warrior representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of 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 certifies that neither Warrior, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or 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 certifies that, except as expressly set out in the above, 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.
8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination Warrior shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

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

CITY OF WARRIOR ALABAMA
Johnny L. Ragland, Mayor

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

FEB-09-2017-84

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Community Grant Agreement between Jefferson County, Alabama and the Jefferson County Library Cooperative, Inc. in the amount of \$150,000.00.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, Jefferson County Library Cooperative, Inc. ("JCLC"), requested a grant of funds for \$150,000.00 for the use of upgrading the JCLC public computer control and printer software and other technology upgrades; and

WHEREAS, JCLC is a 501(c) (3) organization which seeks funding for a capital fund project; and

WHEREAS, JCLC meets the eligibility requirements of the Program; and

WHEREAS, the Jefferson County Commission has recommended funding of \$150,000.00 to JCLC, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on January 31, 2018.
2. The County shall pay to JCLC a lump sum payment of \$150,000.00 upon execution of this agreement.
3. JCLC shall use the public funds to assist in a capital fund project which will include but not be limited to upgrading the JCLC public computer control and printer software and other technology upgrades.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. JCLC shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by January 31, 2018, whichever shall occur first.

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

6. The JCLC representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The JCLC representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of 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 certifies that neither JCLC, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or 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 certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

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

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

JEFFERSON COUNTY, ALABAMA

Date: 02/09/17

James A. Stephens, President
Jefferson County Commission

JEFFERSON COUNTY LIBRARY
COOPERATIVE, INC.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

FEB-09-2017-85

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an amendment to the agreement between Jefferson County, Alabama and Paul O'Leary, MD in the amount of \$160,000.00.

STATE OF ALABAMA)

JEFFERSON COUNTY)

Contract ID: CON-00007311
Paul O'Leary, MD

AMENDMENT TO CONTRACT

This is Amendment II to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Paul O'Leary, MD, hereinafter referred to as "Internal Medicine Physician," is hereby effective as follows:

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 two-year contract between the parties which was approved by the Jefferson County Commission on May 7, 2015, and recorded in Minute Book 168 Page(s) 85, is hereby amended as follows:

- Extend the completed date of this contract from March 31, 2017 to March 31, 2018.
- Compensation shall not exceed \$160,000 -the amount for the 1-year renewal.
- All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA
James A. "Jimmie" Stephens
Commission President

PROVIDER
Paul O'Leary, MD

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

FEB-09-2017-86

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an amendment to the agreement between Jefferson County, Alabama and Language Line Solutions in the amount of \$15,000.00.

STATE OF ALABAMA)
JEFFERSON COUNTY)

CONTRACT NO. 00009053
RFP #129-16

LANGUAGE INTERPRETATION SERVICES

THIS AGREEMENT entered into this 16th day of December 2016, by and between Jefferson County Alabama d/b/a Cooper Green Mercy Health Services hereinafter called "the County", and Language Line Services, Inc., a LanguageLine Solutions® Company called "the Contractor", located at 1 Lower Ragsdale Drive, Building 2, Monterey, CA 93940. The effective date of this contract shall be January 10, 2017.

WHEREAS, the County desires to contract Language Line Services, Inc., LanguageLine Solutions® Company to provide interpretation services for Cooper Green Mercy Health Services, hereinafter called "Cooper Green"; and

WHEREAS, the Contractor desires to furnish said services to the County;

NOW, THEREFORE, in consideration of the above, 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 Jefferson County's Request for Proposal No. 129-16. The RFP describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The Contractor shall provide interpretation services for Jefferson County d/b/a Cooper Green Mercy Health Services.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render services to at any time after the effective date of this Contract. The term of the contract is for three years January 10, 2017 through January 9, 2020.
4. **COMPENSATION:** The Contractor shall be compensated for services per monthly invoices as listed in the fee schedule. Set pricing for 24 hours a day, 7 days a week, and 365 days a year. See Exhibit A for fee schedule.
5. **PAYMENT TERMS:** Contractor will invoice software upon date of execution of this Agreement. Maintenance will be invoiced annually in advance. Services will be billed monthly in arrears for the services rendered and expenses incurred in the prior month. Invoices are due 30 days after the date of the invoice.
6. **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, except that Contractor may assign this Agreement to a successor in interest in all its business upon prior written notice to Jefferson County. Jefferson County approves the use of individual non-employee interpreters who may provide services to Jefferson County pursuant to the terms and conditions of this Agreement, provided that Contractor 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 subcontractors) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
8. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
9. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
10. **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.
11. **NON-DISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.

12. 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.

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

14. TERMINATION OF CONTRACT: This contract may be terminated by either party with a sixty (60) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the non-breaching party shall have the right to terminate the contract upon thirty (30) days written notice, unless such breach is cured within said thirty (30) day period. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

15. CANCELLATION: Failure to deliver as specified and in accordance with the bid submitted, including promised delivery will constitute sufficient grounds for cancellation of the order at the option of the County Commission.

16. 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.

17. 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 'General and Professional liability insurance of \$1,000,000 per occurrence.

18. STATEMENT OF COMPLIANCE: 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.

19. 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.

20. ADDITIONS TO CONTRACT: If mutually agreed upon, additional contracts may be executed, based upon this bid for the same item(s) or related types and /or sizes.

Interpreter on Wheels™ rolling stand \$950.00 each

LANGUAGELINE OWNED EQUIPMENT RATES -The following LanguageLine owned equipment is available for a monthly service fee.

iPad and Interpreter on Wheels stand unit \$75 per month per unit

AUDIO INTERPRETING

ENROLLMENT & SET-UP PACKAGES:

One time set up charge for each client identification number, which includes a detailed monthly electronic statement \$275

Each subsequent client identification number with corresponding statement \$125 waived

PER MINUTE USAGE CHARGES/RATES:

Price per minute for Language Line Services is based on the language requested and time of day.

TIERS	LANGUAGES	RATE
1	Spanish	\$1.85
2	Chinese (Mandarin and Cantonese), French, Japanese, Polish, Russian, Vietnamese	\$1.95
3	Armenian, Cambodian, German, Haitian Creole, Italian, Korean, Portuguese	\$1.95
4	Farsi, Tagalog, Thai, Urdu and all other languages	\$1.95

- There is no charge for standard toll-free access to Language Line Services.
- Per minute rates do not include international calls.

EXHIBIT A (CONTINUED)

VOLUME SURGE: Language Line Services reserves the right to assess a 15% surcharge for months in which defined surges in volume occur unless the customer has notified Language Line Services two weeks in advance of the anticipated increase. A volume surge is defined as a 10% increase in minutes of use from the previous day and the amount of increase is over 5,000 minutes per day.

Minimum charge per client identification number	WAIVED
Platform access per call	\$125 waived

FCC SURCHARGE AND FEES: Fees to third party telecommunications service providers that Language Line Services has or will pay to these third parties: surcharges, fees, taxes, payments to the Universal Service Administrative Company (USAC).

FINANCE CHARGE: Applied to any past due balances. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law.

BILLING OPTIONS:

- Electronic Bill
- FREE
- Hierarchical Bill /Month
- \$30/month
- Custom billing fee (per invoice, per month)
- \$30/invoice/month
- Historical Invoices over 90 days (per monthly invoice requested)
- \$30/invoice/month
- Paper Bill
- \$10
- Custom Report Set-up (per hour)
- \$250/hour
- Custom report maintenance
- \$30/month

SERVICE OPTIONS:

- Custom 800 line maintenance
- \$30/month

Custom 800 line set-up	\$150
Custom greeting maintenance	\$30/month
Custom greetings set-up	\$50
Custom recording for redirection of old/abandoned number set-up	\$50
Custom recording for redirection of old/abandoned number	\$10/month
Long distance dial out charge: Applied per dial out (in addition to per minute charges)	\$5 waived
OPTIONAL TRAINING ASSISTANCE AND MATERIALS:	
Buddy Tags (50 tags per set)	\$59 waived
Customized reference and support materials development (per hour)	\$179
Desk top displays (each)	\$11-waived
Language identification cards (each set of 50)	\$49 waived
Posters (each)	\$10 waived
Quick Reference Guides Wallet Cards (0-50)	\$10 waived
Quick Reference Guide Postcards (0-50)	\$10 waived
Quick Reference Guides and Wallet Cards (each additional set of 50)	\$29 waived
Training /Awareness assistance (on site per day/per person)	\$500
Training / Awareness assistance (telephone/per session)	\$125 waived
OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME:	
Applied per appointment	\$100
Cancellation per appointment will be charge \$200 for any missed appointment	\$200 per missed appointment

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

FEB-09-2017-87

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Change Order to the agreement between Jefferson County, Alabama and Brown Mechanical Contractors, Inc. which will reduce the final contract amount by -\$75,517.00.

AIA Document G701™ - 2001

Change Order

PROJECT (Name and address):

CHANGE ORDER NUMBER: 001

OWNER: X

Jefferson County Tom Gloor Building

DATE: December 21, 2016

ARCHITECT:

HVAC System Upgrade

CONTRACTOR: X

ARCHITECT'S PROJECT NUMBER: 214206 (Substitute FIELD:
"Engineer" for "Architect" in this document)

TO CONTRACTOR (Name and address):

CONTRACT DATE: October 15, 2015

Brown Mechanical Contractors, Inc.

ENGINEER: X

P.O. Box 488

CONTRACT FOR: General Construction

Birmingham, Alabama 35201

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives) This change order reduces the contract amount by the amount of the contingency not used in this project. The contract contingency of \$100,000.00 was reduced by CCD #1 by \$6,228.00, CCD#2 by \$7,074.00 and CCD#3 by \$11,181.00 for a total reduction of \$24,483.00. Therefore, the unused contingency is \$75,517.00 and the original contract amount is reduced by this amount. See attached CCD#1, CCD#2 and CCD#3.

The original Contract Sum was	\$	1,531,669.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	1,531,669.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	75,517.00
The new Contract Sum including this Change Order will be	\$	1,456,152.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is October 7, 2016

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

MW/Davis Dumas & Associates, Inc. ARCHITECT (Firm name) 2720 3 rd Avenue South P.O. Box 488 Birmingham, Alabama 35233 James Robinson December 21, 2016	Brown Mechanical Contractors, Inc. CONTRACTOR (Firm name) P O Box 448 Birmingham, Alabama 35201 Leigh Ann Speake December 30, 2016	Jefferson County Commission OWNER (Firm name) 716 Richard Arrington Jr., Blvd. North Birmingham, Alabama 35203 James A. Stephens, President February 9, 2017
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Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

FEB-09-2017-88

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Professional Services Agreement between the Personnel Board of Jefferson County, Alabama and Performance Cleaners, LLC., in the amount of \$35,151.00.

CONTRACT NO. CON-00009069

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into on this the 10th day of January, 2017, by and between the Personnel Board of Jefferson County, Alabama, a public corporation created by Ala. Act No. 1945-248, as amended, (hereinafter referred to as "the Board"), and Performance Cleaners, LLC., located at 4350 Ashwood Cove, Birmingham,

Alabama 35216 (hereinafter referred to as "Contractor"). The effective date of this agreement is February 1, 2017 through February 1, 2020.

WITNESSETH

WHEREAS, the Board desires to contract for Janitorial Services for the Personnel Board offices within the 2121 Building (first, second, ninth and tenth floors only);

WHEREAS, the Contractor desires to furnish such services to the Board, for the time period and scope of activities hereinafter set forth in Exhibit A;

WHEREAS, the term "Contractor," as used in this Contract, shall also include the employees, agents, and subcontractors of Contractor; and

WHEREAS, the term "Personnel Board," as used in this Contract, shall refer to the Personnel Board of Jefferson County, and shall include the Three-Member Board and its various employees in their official capacities, as indicated by the context;

NOW, THEREFORE, the parties mutually agree to the terms and conditions set out below:

1. Description of Services to be Performed

This Agreement results from the Personnel Board's Invitation to Bid (ITB) 25-17 dated November 29, 2016, the terms of which are included herein by reference.

The Contractor shall perform all necessary professional services under this Agreement as required by the Personnel Board. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the activities listed in Exhibit A, for its offices within the 2121 building. The requested services will occur only on four (4) floors of the 2121 Building (i.e., 1st, 2nd, 9th, and 10th floors) and consists of approximately 56,325 total square feet of interior space which include the following area areas):

- First (1st) floor - Total space to be cleaned on 1st floor is approximately 17,425 sq. ft.
 - Approximately 9,200 sq. ft. office space
 - Approximately 7,200 sq. ft. common/public space
 - Approximately 1,025 sq. ft. restroom space
- One private restroom
- Four public restrooms (two men's, two women's)
- Two disability accessible restrooms
 - One kitchenette with one sink
- Second (2nd) floor - Total space to be cleaned on 2nd floor is approximately 17,500 sq. ft.
 - Approximately 16,000 sq. ft. office space & testing facility space
 - Approximately 1,100 sq. ft. common/public space
 - Approximately 400 sq. ft. restroom space
- Two public restrooms (one men's, one women's)
- One disability accessible restroom
- Ninth (9th) floor - Total space to be cleaned on 9th floor is approximately 10,900 sq. ft.
 - Approximately 6,700 sq. ft. office space
 - Approximately 3,900 sq. ft. common/public space
 - Approximately 300 sq. ft. restroom space
- Two public restrooms (one men's, one women's)
- One disability accessible restroom

- One breakroom with one sink
- Tenth (10th) floor - Total space to be cleaned on 10th floor is approximately 10,500 sq. ft.
 - Approximately 400 sq. ft. office space
 - Approximately 9,800 sq. ft. common/public space
 - Approximately 300 sq. ft. restroom space
- Two public restrooms (one men's, one women's)
- One disability accessible restroom
 - One kitchenette with one sink

All custodial services outlined in Exhibit A should be performed Monday thru Friday between the hours of 5:00 pm and 6:00 am, except where otherwise arranged with approval of the Personnel Board. Deep cleaning services of all restrooms and all common/public areas (including all walls, tiles, floors, sinks, commodes, doors, and mirrors) shall be performed at the inception of the contract. After the initial deep cleaning, the custodial services should be performed in accordance with the activity schedules outlined in Exhibit A.

2. Pricing and Terms of Payment

The Contractor shall be compensated for services for the performance of the initial deep cleaning service and the daily/weekly/monthly/bi-annual custodial services on a per month invoice basis as follows:

Initial Deep Cleaning Custodial Services - \$1.00 (one-time charge)

Monthly Cost for Daily/Weekly/Monthly Services - \$2,929.00/month

Bi-annual Custodial Services - \$1.00 per time services provided

Contractor shall invoice the Personnel Board for the amount of the services provided each month in accordance with the fees presented in this Agreement. All invoices shall be itemized in sufficient detail so that the Personnel Board can verify the accuracy thereof. All undisputed invoices shall be paid not more than thirty (30) days after receipt thereof. Any payment made by the Personnel Board which is for less than the full amount of the invoice shall be accompanied by an explanation of the discount.

3. Reimbursable Expenses

Contractor shall not be entitled to reimbursement for general overhead or travel expenses under this Contract unless pre-approved by the Board.

4. Defaults and Remedies:

Default by the Contractor:

- (i) Upon notice from the Personnel Board or its designated employee of unsatisfactory cleaning or having inadequate supplies on site for restocking during the day, the Contractor shall, at its own expense, furnish all labor, supplies, equipment and machinery necessary to correct the unsatisfactory work or stock inadequacies. This must begin within two (2) hours of being notified by the Personnel Board or when the Personnel Board allows entry into the area needing cleaned, supplies must be replenished immediately. Additionally, the Personnel Board may deduct from the Contractor's monthly invoice an amount equal to 1% of total monthly payment for each time during the month that corrective cleaning or inadequate stock replenishment is required. The need for repetitive corrective cleaning or restocking supplies may be grounds for termination of contract.
- (ii) The Personnel Board reserves the right to make deductions for payments due to Contractor deficiencies in the Quality Control Program.
- (iii) The Contractor shall be in default of the contract, if the Contractor:
 - fails to perform any other covenant or agreement hereunder and not cure the same within three days of written notice thereof; or
 - fails to reimburse the Personnel Board and the County for any amounts expended by the Personnel Board and the County on the Contractor's behalf within three days of notice thereof; or

- either directly or through its agents or employees breach any trust under the contract (for example, if there is a theft or unreported incident of injury or property damage); or
- staffs a shift at less than the Staffing Requirement level two or more times during a month,

Contractor Remedies: In the event of a default by the Personnel Board, the Contractor may file an action to collect all amounts past due plus terminate the contract.

Personnel Board Remedies: In the event of a default by the Contractor, the Personnel Board may elect any or all of the following remedies: i. file an action for all amounts due; and/or ii. perform on behalf of the Contractor and obtain reimbursement for all amounts so expended plus 20% as an administration fee; and/or iii. set-off any and all amounts owed by the Contractor to the Personnel Board and the County pursuant to the contract including, but not limited to, amounts owed by Contractor to the Personnel Board as reimbursement for advances made by the Personnel Board on the Contractor's behalf against any amounts which the Personnel Board may owe to the Contractor pursuant to the contract or any other agreement; and/or iii. terminate the contract and collect on the Performance and Payment Bonds.

5. Term and Duration of Contract

This Contract shall commence on February 1, 2017, and shall automatically terminate on February 1, 2020.

6. Modifications

This written instrument contains the entire agreement between the parties, and no alterations, changes or additions hereto can be made except in writing approved and signed by both parties. All previous discussions and understandings of the parties are hereby wholly merged into, and superseded by, this written instrument. Both the Board and the Contractor affirm and agree that no express, implied, written or oral representations, understandings, or commitments have been made or relied upon except as specifically set forth in this Contract.

7. Not a Contract of Employment

This Contract shall not constitute, and shall not be construed as, a contract of employment between the Board and Contractor, or between the Board and any employee, agent, or subcontractor of Contractor. This Contract creates the relation of principal-independent contractor between the Board and the Contractor.

The Board shall specify the work to be completed by Contractor; however, Contractor shall determine the means by which the services are to be performed. The Board retains no right to control the means or manner of the performance of the Contractor's work beyond (1) specifying the work to be performed, and (2) ascertaining that Contractor's work product conforms to the terms of this Contract. Contractor will remain an independent contractor of the Board.

The Board shall not be responsible for withholding State or Federal taxes of whatever nature from payments made to Contractor, including without limitation: income taxes, payroll taxes, Social Security (FICA) taxes, and/or Medicare taxes.

Contractor shall not be entitled to receive any employment benefits, including without limitation: life, health, or disability insurance; retirement or pension plan participation; workers' compensation; unemployment compensation; Social Security contributions; vacation days; sick days; personal days; holidays; or disability payments.

8. Contractor Employee Information & Background Checks

A complete list of all Contractor employees assigned to provide custodial services to the Personnel Board shall be provided to the Personnel Board Business Office and updated as necessary. Prior to any Contractor employee performing custodial services, appropriate criminal background checks will be conducted by the Personnel Board of Jefferson County. To aid in this process, the Contractor shall supply the following items to the Personnel Board Business Office prior to any employee performing work under the resulting contract:

- Copies of 1-9 Forms
- Copies of government-issued photo identification cards
- Copies of each employee's social security card

The Personnel Board must be notified prior to any changes in Contractor's personnel. All personnel (current and new) must be cleared prior to beginning work at the designated location(s) or being newly assigned to the

designated location(s). Please provide ample time for any changes to be processed, i.e., a minimum of one week. The Personnel Board shall inform the Contractor when their employees have been cleared to work. Upon receiving clearance, the Contractor's employee must report to the Personnel Board Business Office to have their photo taken for their custodial identification badge. Contractor's employees must wear company designated uniform smocks or shirts and visible identification badges, provided by the Personnel Board, at all times while providing custodial services in Personnel Board offices. Cost of replacing badges shall be at Contractor's expense.

Contractor shall be in full compliance with all applicable OSHA, Federal, State, or other applicable regulations with regard to custodial services. Personal use of Personnel Board- or County-owned office equipment, telephones, computers, copy machines etc., is prohibited. Only authorized employees of the Contractor are allowed at the job site. Visitors and/or children are not allowed on the premises of the 2121 Building. No subcontract or third party personnel may perform services under the contract resulting from this bid without prior written consent of the Personnel Board. Contractor agrees that at all times its employees will perform required services in a professional and workman like manner in accordance with good industry practices.

9. Safety & Security

Contractor and its employees shall conform to appropriate workplace safety behaviors and actions. Contractor shall inform its employees of all Safety and Health requirements necessary to comply with the 1970 Williams-Steiger Occupational Safety and Health Act (OSHA). Contractor shall bond its employees.

Due to the nature of business conducted in county buildings, security of the premises, items, and equipment contained therein shall receive special consideration. Custodial supervisors are required to obtain any terminated Contractor employee's Personnel Board issued key(s) and badge immediately upon termination. The key(s) and badge shall be returned to the Personnel Board Business Office the next business day. Contractor is responsible for safeguarding against loss, theft or damage of all Personnel Board and County property, materials, equipment and accessories which may be exposed to the Contractor's personnel. Any lost identification badge or keys shall be reported immediately to the Personnel Board Business Office. The Contractor will be charged for the replacement of any lost badge or key. If the security of an area where a key is lost necessitates replacement of lock cylinder, lock, or any other hardware, the Contractor shall pay the cost of such replacement and rekeying. The Contractor (and its employees) shall not duplicate any key issued by the Personnel Board.

Contractor shall be responsible for all damage, loss, theft, injury to person and property damage caused by the action or inaction of Contractor, its employees or agents. Contractor and its employees shall keep all doors within the building locked to the extent work is being performed at an hour when the applicable door is otherwise scheduled to be locked. Locked doors shall be opened by Contractor or its employees only for the following reasons: (i) to gain access for cleaning; (ii) at the demand of police; or (iii) in an emergency. All lights must be turned out upon completion of cleaning in each area.

10. Maintenance of Records

Contractor shall maintain all records deemed necessary by the Board and the Board shall identify such records in writing to Contractor. Contractor shall retain the records identified by the Board for a minimum of six (6) years from the termination of this Contract.

11. Subcontracts

The Board enters into this Contract relying upon the Contractor's unique skills and qualifications to perform the work required by this Contract, and in order to procure the Contractor's unique personal services. Accordingly, Contractor's duties and obligations to perform under this Contract may not be delegated or subcontracted to any other person, firm or corporation, except with the prior written approval of the Board.

All subcontracts entered into by the Contractor shall attach a copy of this Contract and incorporate its terms. Any subcontract between Contractor and a subcontractor shall be subject to the Board's right to discharge any subcontractor for failure to perform in compliance with the terms and requirements of this Contract, or for other good and just causes, including but not limited to the grounds for termination set forth in Paragraph 16.

12. Authority

Contractor shall not enter into any commitment, agreement, or contract, of whatsoever nature or description, in the name of the Board, without prior written authorization from the Board. Without the prior written authorization of the Board, Contractor shall not have the authority (1) to enter into any contract on behalf of the Board; (2) to bind the Board; (3) to make any statement or representation purporting to represent the Board's views, opinions, or official positions as to any matter; or (4) to commit the assets or resources of the Board.

13. Confidentiality

This Contract creates a confidential relationship between Contractor and the Board. Accordingly, Contractor agrees to keep and maintain (a) all information related to this Contract or Contractor's work hereunder; (b) Contractor's methods, techniques, and professional opinions related to Contractor's work hereunder; and (c) any information gained by Contractor in the course of performance of this Contract, as strictly confidential. Contractor shall not disclose any information described in this Paragraph without the prior written authorization of the Board.

14. Conflicts of Interest

Contractor represents that it possesses no financial, pecuniary, personal, or other interest which would interfere with the Contractor's exercise of its best independent judgment in the performance of this Contract. Contractor shall inform the Board in writing if a conflict of interest shall arise or become known, and shall take such corrective actions as deemed appropriate in the sole discretion of the Board.

15. Liability

The Contractor will defend, indemnify and hold harmless the Board and its employees and agents from any claims, suits, actions, damages and costs (including reasonable attorney's fees, courts costs and any other costs of every name and description) resulting from the performance of the Contractor, its agents subcontractors or employees under this Contract.

16. Termination of Contract

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

Upon the effective date of any termination of the contract, the Contractor shall return all copies of any keys and identification badges to the Personnel Board's Business Officer. Thereafter, the Contractor shall not be permitted access to the 2121 Building without the express written consent of the Personnel Board.

17. Notice

Notice to either the Board or Contractor shall be deemed to have been received by the party to which such notice is directed on the 3rd calendar day following the date such notice is placed in the United States Mail, with first-class postage, addressed as follows:

To the Board:

Personnel Board of Jefferson County
Attention: Cynthia Holiness, Business Officer
2121 Reverend Abraham Woods Jr., Suite 100
Birmingham, AL 35203

With copy to:

Personnel Board of Jefferson County
Attention: Lorren Oliver, Director
2121 Reverend Abraham Woods Jr., Suite 100
Birmingham, AL 35203

To Contractor:
Performance Cleaners, LLC.
Attention: Sean Bison
4350 Ashwood Cove Birmingham, AL 35216

18. Governing Law

As a valuable consideration and as a material inducement to the Board to enter into this Contract, Contractor agrees that the laws of the United States and of the State of Alabama shall apply and bind the parties in all questions arising hereunder. Venue and subject-matter jurisdiction over any legal action brought by either the Contractor or the Board as a result of this Contract shall exist only in (1) the Circuit Court of Jefferson County, Alabama, Birmingham Division, or (2) the United States District Court for the Northern District of Alabama. Contractor expressly consents to the personal jurisdiction of such Courts, and the Board expressly does not consent to the personal jurisdiction of any other Court.

19. Severability

It is understood that if any provision of this Contract is contrary to any Federal law or any law of the State of Alabama, or if any provision of this Contract shall be invalidated by any court of competent jurisdiction, then such provision shall be deemed not to be a part of this Contract, and the remaining provisions shall remain in full force and effect.

20. Execution

This Contract may be executed in counterparts. The facsimile of a signature shall have the same legal efficacy as the original signature. Each party who executes this Contract represents and warrants that he or she is duly authorized to execute this Contract on behalf of each respective party.

21. Equipment and Supplies

The Contractor shall furnish all labor, equipment, and cleaning supplies necessary to perform the contract and bear the cost of all such items. Equipment will be required to be of adequate design and functioning properly to manufacturer's specification. Vacuum cleaners must be of top quality (no cloth bags) and maintained in proper working order. The Personnel Board requests that the Contractor use eco-friendly cleaning chemicals. Cleaning products shall be of good quality and must be approved by the Personnel Board before acceptance. Caution signs and barriers must be in place before any liquids are applied to floors. The Personnel Board will provide a secured location where the vendor may store needed equipment and cleaning supplies when not in use. A complete itemized list of Contractor's equipment (including make, model and serial number) stored onsite at the Personnel Board must be provided to the Personnel Board Business Office and updated as necessary; however, the Personnel Board does not assume responsibility for any materials, tools and equipment stored on or about the premises. All equipment including buckets, mops, brooms, floor signs and trash receptacles etc., shall be marked with the Contractor's name. Material safety data sheets must be posted by the Contractor in the supply storage area and a copy supplied to the Personnel Board Business Office for all chemicals used. It is the Contractor's responsibility to maintain proper inventory of supplies for crew member use. The Personnel Board will supply the paper products (paper towels, toilet tissue, soap, garbage bags, etc.) for stocking of break room and restroom facilities.

22. Contractor Personnel & Supervision

Contractor shall provide, at its sole cost and expense, trained employees and the necessary supervision of its employees and agents so that all Basic Services and Additional Services, if any, are performed competently. Contractor shall provide sufficient personnel (and an adequate number of backup personnel), in order to thoroughly clean the areas specified. The Contractor shall be responsible for training in the application of chemicals and the use of equipment to facilitate safe conditions for their employees, the Personnel Board's employees and the general public. The Contractor shall be responsible for training the employees on any special security requirements, with special attention to those working evening shifts. Only those personnel who have been properly trained shall be assigned duties under this contract. The Contractor must provide an onsite job

supervisor for all cleaning schedules. The supervisor shall be responsible for ensuring all aspects of cleaning are adequately and sufficiently accomplished before the cleaning crew leaves the premises. Contractor shall have in place an established Quality Control Program to assure the requirements of the specifications are accomplished as specified. The on-site supervisor shall deliver a copy of all quality control documents (including inspections forms and check sheets) to the Personnel Board's Business Officer. Any Contractor employee whose work habits and /or conduct is deemed objectionable by the Personnel Board, shall be, upon request by the Personnel Board, removed from the contract cleaning schedule.

A representative of the Contractor shall be identified upon establishment of the contract to serve as the point of contact for reporting problems, requesting schedule changes, etc. This person shall be someone other than the on-site supervisor. Contractor is expected to manage and maintain the Custodial Services program in accordance with any and all applicable laws or rules and regulations set forth by federal, state, and local authorities and comply with all policies and procedures in effect at start of agreement and those that may be added or modified from time to time. The Personnel Board will monitor work performed periodically to insure specification requirements are being met by conducting random unannounced inspections. Any area found not in compliance with the specification requirements will be communicated to the Contractor. After a period to allow corrective action a second survey will be performed by the Contractor and reviewed by the Personnel Board's Business Officer. Failing to comply with requirements outlined within this document could serve as cause for termination of the contract.

23. Time of the Essence

The parties to this Contract expressly agree that the time for performance is of the essence.

24. Compliance with § 9 of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act

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.

25. Act 2016-312 Prohibition Against Boycotting

Contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

Personnel Board of Jefferson County Performance Cleaners, LLC.
Lorren O. Oliver, Director

Performance Cleaners, LLC.

Sean Bison, Owner

Address: 4350 Ashwood Cove
Birmingham, AL 35216

Federal Tax ID Number: 86-1137952

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Consulting Services Contract Agreement between the Personnel Board of Jefferson County, Alabama and Human Resource Management, Incorporated in the amount of \$90,285.00.

CONSULTING SERVICES CONTRACT

THIS CONSULTING SERVICES CONTRACT ("Contract"), entered into on this the 10th day of January, 2017, by and between the Personnel Board of Jefferson County, Alabama, a public corporation created by Ala. Act No. 1945-248, as amended, (hereinafter referred to as "the Board"), and Human Resource Management, Incorporated, (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, the Board desires to have certain consulting services requiring the exercise of individual professional judgment provided by Contractor;

WHEREAS, the Contractor desires to furnish such services to the Board, for the time period and scope of activities hereinafter set forth;

WHEREAS, the term "Contractor," as used in this Contract, shall also include the employees, agents, and subcontractors of Contractor; and

WHEREAS, the term "Board," as used in this Contract, shall refer to the Personnel Board of Jefferson County, and shall include the three-member Board and its various employees in their official capacities, as indicated by the context;

NOW, THEREFORE, the parties mutually agree to the terms and conditions set out below:

1. Description of Services to be Performed

Subject to the terms and conditions of this Contract, the Board hereby retains the Contractor to provide professional project management consulting services as specifically set out in Exhibit A (HRM Service Proposal HRMS Due Diligence and Implementation - Section V. Project Approach) attached to this Contract and made a part hereof (hereafter referred to as the "Services") during the term of this Contract. The Contractor shall render services hereunder at such times and places as shall be mutually agreed by the Board and the Contractor. The Contractor agrees to perform the work under this Contract in a diligent, competent, and workmanlike manner, and in a manner consistent with prevailing standards of professionalism.

2. Pricing and Terms of Payment

In consideration of the Services to be rendered hereunder, the Board shall pay the Contractor for each hour of Services provided to the Board at the hourly rates set forth in Exhibit A (HRM Service Proposal HRMS Due Diligence and Implementation -Section VI. Cost Structure).

The Contractor shall submit to the Board a true and correct monthly invoice detailing the Services performed and the hours of services performed during the preceding month and the amount due. All such invoices shall be due and payable within thirty (30) calendar days after receipt thereof by the Board. The sum total amount paid by the Board to Contractor shall not exceed \$90,285.00.

3. Reimbursable Expenses

Contractor shall not be entitled to reimbursement for general overhead or travel expenses under this Contract unless pre-approved by the Board.

4. Term and Duration of Contract

This Contract shall commence on January 10, 2017, and shall automatically terminate on December 31, 2017, unless extended by mutual consent of the parties; however, this Contract may terminate earlier if Contractor completes all services prior to the agreed upon completion date, or as otherwise provided herein.

5. Modifications

This written instrument contains the entire agreement between the parties, and no alterations, changes or additions hereto can be made except in writing approved and signed by both parties. All previous discussions and understandings of the parties are hereby wholly merged into, and superseded by, this written instrument. Both the Board and the Contractor affirm and agree that no express, implied, written or oral representations, understandings, or commitments have been made or relied upon except as specifically set forth in this Contract.

6. Not a Contract of Employment

This Contract shall not constitute, and shall not be construed as, a contract of employment between the Board and Contractor, or between the Board and any employee, agent, or subcontractor of Contractor. This Contract creates the relation of principal-independent contractor between the Board and the Contractor.

The Board shall specify the work to be completed by Contractor; however, Contractor shall determine the means by which the work is to be performed.

The Board retains no right to control the means or manner of the performance of the Contractor's work beyond (1) specifying the work to be performed, and (2) ascertaining that Contractor's work product conforms to the terms of this Contract. Contractor will remain an independent contractor of the Board.

The Board shall not be responsible for withholding State or Federal taxes of whatever nature from payments made to Contractor, including without limitation: income taxes, payroll taxes, Social Security (FICA) taxes, and/or Medicare taxes. Contractor shall not be entitled to receive any employment benefits, including without limitation: life, health, or disability insurance; retirement or pension plan participation; workers' compensation; unemployment compensation; Social Security contributions; vacation days; sick days; personal days; holidays; or disability payments.

7. Maintenance of Records

Contractor shall maintain all records deemed necessary by the Board and the Board shall identify such records in writing to Contractor. Contractor shall account for project funds upon request from the Board and Contractor shall retain the records identified by the Board for a minimum of six (6) years from the termination of this Contract.

8. Subcontracts

The Board enters into this Contract relying upon the Contractor's unique skills and qualifications to perform the work required by this Contract, and in order to procure the Contractor's unique personal services. Accordingly, Contractor's duties and obligations to perform under this Contract may not be delegated or subcontracted to any other person, firm or corporation, except with the prior written approval of the Board.

All subcontracts entered into by the Contractor shall attach a copy of this Contract and incorporate its terms. Any subcontract between Contractor and a subcontractor shall be subject to the Board's right to discharge any subcontractor for failure to perform in compliance with the terms and requirements of this Contract, or for other good and just causes, including but not limited to the grounds for termination set forth in Paragraph 13.

9. Authority

Contractor shall not enter into any commitment, agreement, or contract, of whatsoever nature or description, in the name of the Board, without prior written authorization from the Board. Without the prior written authorization of the Board, Contractor shall not have the authority (1) to enter into any contract on behalf of the Board; (2) to bind the Board; (3) to make any statement or representation purporting to represent the Board's views, opinions, or official positions as to any matter; or (4) to commit the assets or resources of the Board.

10. Confidentiality

This Contract creates a confidential relationship between Contractor and the Board. Accordingly, Contractor agrees to keep and maintain (a) all information related to this Contract or Contractor's work hereunder; (b) Contractor's professional opinions related to Contractor's work hereunder; and (c) any information gained by Contractor in the course of performance of this Contract, as strictly confidential. Contractor shall not disclose any information described in the Paragraph without the prior written authorization of the Board.

11. Conflicts of Interest

Contractor represents that it possesses no financial, pecuniary, personal, or other interest which would interfere with the Contractor's exercise of its best independent judgment in the performance of this Contract. Contractor shall inform the Board in writing if a conflict of interest shall arise or become known, and shall take such corrective actions as deemed appropriate in the sole discretion of the Board.

12. Liability

The Contractor will defend, indemnify and hold harmless the Board and its employees and agents from any claims, suits, actions, damages and costs (including reasonable attorney's fees, courts costs and any other costs of every name and description) resulting from the performance of the Contractor, its agents subcontractors or employees under this Contract.

13. Termination of Contract

This Contract may be terminated with no further obligation to Contractor (other than payment for duties and obligations timely rendered by Contractor prior to such termination in accordance with this Contract and in a manner consistent with professional standards) at the sole discretion of the Board if Contractor shall fail to substantially perform any duty or obligation created by this Contract or accomplish any tasks required by this Contract in a timely manner and in a manner consistent with professional standards and such failure is not cured within fifteen (15) days after Contractor receives written notice from the Board of such failure; or if Contractor shall have or develop a material conflict of interest.

The failure of the Board to enforce any time line, restraint, or condition created by the provisions of this Contract shall not be construed as a waiver of such time limit, restraint, or condition, nor shall such failure to enforce such provision be construed as a waiver of the Board's right to enforce such provisions in the future. The Board reserves the right to terminate this Contract without notice or cause, and upon such termination, Contractor will be paid the fair value of services performed.

If this Contract shall be terminated for any reason prior to its completion according to the terms of same, Contractor shall deliver to the Board a list of outstanding tasks and projects within fifteen (15) days after receipt of notice of termination.

14. Notice

Notice to either the Board or Contractor shall be deemed to have been received by the party to which such notice is directed on the 3rd calendar day following the date such notice is placed in the United States Mail, with first-class postage, addressed as follows:

To the Board:

Personnel Board of Jefferson County
Attention: Cynthia Holiness, Business Officer
2121 Reverend Abraham Woods Jr., Suite 100
Birmingham, AL 35203

With copy to:

Personnel Board of Jefferson County
Attention: Lorren Oliver, Director
2121 Reverend Abraham Woods Jr., Suite 100
Birmingham, AL 35203

To Contractor:

Human Resource Management, Incorporated
Attention: Charles Wilkinson

1950 Stonegate Drive Suite 300 Birmingham, AL 35242

15. Governing Law

As a valuable consideration and as a material inducement to the Board to enter into this Contract, Contractor agrees that the laws of the United States and of the State of Alabama shall apply and bind the parties in all questions arising hereunder. Venue and subject-matter jurisdiction over any legal action brought by either the Contractor or the Board as a result of this Contract shall exist only in (1) the Circuit Court of Jefferson County, Alabama, Birmingham Division, or (2) the United States District Court for the Northern District of Alabama. Contractor expressly consents to the personal jurisdiction of such Courts, and the Board expressly does not consent to the personal jurisdiction of any other Court.

16. Severability

It is understood that if any provision of this Contract is contrary to any Federal law or any law of the State of Alabama, or if any provision of this Contract shall be invalidated by any court of competent jurisdiction, then such provision shall be deemed not to be a part of this Contract, and the remaining provisions shall remain in full force and effect.

17. Execution

This Contract may be executed in counterparts. The facsimile of a signature shall have the same legal efficacy as the original signature. Each party who executes this Contract represents and warrants that he or she is duly authorized to execute this Contract on behalf of each respective party.

18. Work for Hire

All work product, code, data, opinions, conclusions, and analyses developed and/or delivered as the Contractor's work product under this Contract shall be the property of the Board and shall be considered a work made for hire. The Board shall be deemed to be the author and shall enjoy full and exclusive copyright in all such work product, code, data, opinions, conclusions, and analyses.

19. Time of the Essence

The parties to this Contract expressly agree that the time for performance is of the essence.

20. Compliance with § 9 of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act

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.

21. Act 2016-312 Prohibition Against Boycotting

Contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

22. Employment of Consultant Staff

During the Term of this Contract and for a period of one (1) year after the termination of this Contract, the Board will not directly or indirectly solicit, employ or retain in any capacity, or directly or indirectly offer to employ or retain in any capacity, any personnel of HRM.

Personnel Board of Jefferson County
Lorren O. Oliver, Director

Human Resource Management
Charles Wilkinson, CEO

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the Children’s Village in the amount of \$5,000.00.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, Children's Village, Inc. ("Children's Village"), applied for a grant of funds for \$5,000.00; and

WHEREAS, Children's Village is a 501(c)(3) organization which provides a residential group foster home, located in Birmingham, Alabama, which provides comprehensive residential services to children in the foster care system who have been removed from their homes as a result of abuse and neglect; and

WHEREAS, Children's Village meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sandra Little Brown has recommended funding of \$5,000.00 to Children's Village, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on January 31, 2018.
2. The County shall pay to Children's Village a lump sum payment of \$5,000.00 upon execution of this agreement.
3. Children's Village shall use the public funds to assist in providing tutoring services to the foster children in its care.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. Children's Village shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Brown a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by January 31, 2018, whichever shall occur first.

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

6. The Children's Village representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The Children's Village representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of 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 certifies that neither Children's Village nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or 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 certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement. 8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination Children's Village shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA

Date: 2/9/2017

James A. Stephens, President
Jefferson County Commission
CHILDREN'S VILLAGE, INC.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

FEB-09-2017-91

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an Agreement for Development of ADA Transition Plan between Jefferson County, Alabama and Sain Associates, Inc., in the amount of \$186,895.00.

AGREEMENT
FOR
DEVELOPMENT OF ADA TRANSITION PLAN

This Agreement made this 9th day of February, 2017, by and between Jefferson County in the State of Alabama (hereinafter referred to as the COUNTY), and Sain Associates, Inc. (hereinafter referred to as the CONSULTANT). WHEREAS, CONSULTANT shall provide all professional services necessary for the evaluation and development of a comprehensive Americans with Disabilities Act (ADA) Transition Plan for roads maintained by the Jefferson County Department of Roads & Transportation to comply with Federal Highway Administration's (FHWA) requirement to ensure that pedestrians with disabilities have opportunity to use the transportation system. NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated, it is hereby agreed between the parties as follows:

"As a part of the obligation of the CONSULTANT to the COUNTY under this AGREEMENT, the CONSULTANT does hereby certify that CONSULTANT has no financial or other interest in the outcome of the project proposed under this AGREEMENT."

WTTNESSETH

In consideration of the mutual covenants hereinafter stipulated, it is agreed between the parties as follows:

The CONSULTANT, in the evaluation, development and any other items pertaining thereto for this project, will ascertain the written practices of the Department of Roads & Transportation and fulfill requirements of the ADA Transition Plan as required by FHWA. All work required under this AGREEMENT will be performed in accordance with these standard practices, and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this AGREEMENT will be subject to the review, approval and acceptance of the COUNTY.

Refer to document for Articles and Sections of this agreement. Said documents are on file for permanent record in the Minute Clerk Office.

IN WITNESS WHEREOF the Parties have caused this AGREEMENT to be executed by their duly authorized representatives this 9th day Of February, 2017.

RECOMMENDED:
Tracy A. Pate, P.E.
Interim Director/County Engineer

Sain Associates, Inc.
Jim Meads, P.E.
President/CEO

ATTEST:
Alabama
Millie Diliberto
President
Minute Clerk
Commission

Jefferson County,
James A. Stephens,
Jefferson County

I, Jeanette McClellan, Notary Public in and for said COUNTY in said STATE hereby certify that James Meads PE whose name as President/CEO of Sain Associates signed to the foregoing AGREEMENT, and who is known to me, acknowledged before me on this day that, being informed of the contents of this AGREEMENT, he, as such officer and with full authority executed the same voluntarily.
Given under my hand this 11th day of October, 2016.
Notary Public Jeanette McClellan
My Commission Expires 8/25/19.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

Communication was read from Roads and Transportation for requests from the following utility companies for Excavation Permits:

- Request from Trussville Utilities Board to install 105' of 6" gas main at the intersection of Happy Hollow Road and Deerfoot Parkway in Trussville.
- Request from Graysville Gas & Water to install 147,432' of 1", 2", and 4" gas main for the Phase III Gas System Rehabilitation involving Forestdale, Adamsville, and Crumley Chapel areas.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Communications be considered and approved. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

FEB-09-2017-92

WHEREAS, Jefferson County intends to replace the bridge on Springdale Road through project ACBRZ59460-ATRP (001);

WHEREAS, a permit is required through Army Corps of Engineers (Corps) for this project;

WHEREAS, Jefferson County, as the permittee, is directed to purchase 1,410 Stream Credits from the Locust Fork Mitigation Bank for impacts in the watershed (HUC03160111) detailed in the Department of the Army Preferred Permit SAM-2015-00949-CMS, Special Conditions,

WHEREAS, this purchase is required prior to issuance of the Corps permit.

WHEREAS, Westervelt Ecological Services is identified by the Locust Fork Mitigation Bank as the Bank Sponsor and has said credits available for purchase closest to the project location at a cost of \$105,750.00 (One hundred five thousand seven hundred fifty dollars);

WHEREAS, purchase of credits from a different bank would require an increased compensation ratio by the Corps;

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.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

FEB-09-2017-93

WHEREAS, It will be necessary to close Acton Road between Camp Homer Road and I-459, to remove a corroded corrugated metal drainage culvert and replace it with a reinforced concrete culvert, and;

WHEREAS, the department of Roads and Transportation is requesting approval to close the road beginning Monday, February 20, 2017, and;

WHEREAS, the work will be completed as quickly as practical during daylight hours in order to reopen the road on or before Thursday February 23, 2017, and;

WHEREAS, signs notifying the public of the pending road closure will be posted near the culvert on Acton Road for a period of one week prior to the closure. Also, Shelby County, the City of Vestavia Hills, the Sheriff's Office,

the Rocky Ridge Fire Department, the 911 Center, and the Jefferson County Board of Education will be notified in advance of the road work and temporary road closure, and;

WHEREAS, a detour route has been established and temporary traffic control signs and barricades will be installed and maintained in accordance with the Federal Manual on Uniform Traffic Control Devices while the road is closed.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Acton Road (between Camp Horner Road and I-459) closure for removal and replacement of concrete culvert, be and is hereby approved.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

FEB-09-2017-94

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Village Creek Wastewater Treatment Plant Improvements - Phase 2 project, such certified bids having been open on Wednesday, November 9, 2016 and listed as follows:

Contractor	Amount Bid
Max Foote Construction Company, LLC	\$33,350,000.00
Adams Robinson Enterprises, Inc.	\$33,371,000.00
Brasfield & Gorrie, LLC	\$ 33,462,069.50

WHEREAS, after tabulation and certification by the consulting engineer Hazen and Sawyer Environmental Engineers & Scientists, and review by the Environmental Services staff, it has been recommended that the contract for the Village Creek Wastewater Treatment Plant Improvements - Phase 2 project be awarded to Max Foote Construction Company, LLC in the amount of \$33,350,000.00.

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

BE IT FURTHER RESOLVED that a copy of the BID Proposal is on file for permanent record in the Minute Clerk office.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

FEB-09-2017-95

WHEREAS, on Tuesday, January 24, 2017, a sink hole was discovered at the intersection of Medical Center Drive and Gadsden Highway, and

WHEREAS, a segment of eighteen inch diameter sanitary sewer trunk line was found to have collapsed, and

WHEREAS, the damage to the line, availability of materials and equipment, and the requirement to setup bypass operations resulted in the retention of a contractor capable of assisting the County, and

WHEREAS, inaction or lack of immediate action could present a danger to environmental and public health and safety, and

WHEREAS, the costs to repair the mainline and return to a state of safe operation is unknown at this time,

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that pursuant to the Alabama competitive bid law statute § 41-16-53 an emergency exists, therefore suspending the usual and customary requirements of said bid law. In light of said emergency, the Commission President is authorized to direct Willoughby Contracting, Inc. to perform bypass pumping operations and replace sections of the sanitary sewer and manholes on a time and material basis as needed to remedy the overflow condition.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

FEB-09-2017-96

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is hereby directed to issue a check made payable to Crime Stoppers of Metro Alabama, Inc., a not for profit corporation IRC 501 (c) (3) organized under the laws of the State of Alabama, in the amount of \$50,000 per invoice dated December 14, 2016.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

FEB-09-2017-97

WHEREAS, Jefferson County has agreed to provide public funds to assist Community Partnership of Alabama, Inc. in the operation of the local AAA for and the benefit of Jefferson County Citizens in the amount not to exceed \$500,000; and

WHEREAS, the funding shall begin upon execution hereof and end on September 30, 2017,

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign the Community Partnership of Alabama, Inc. Agreement.

A copy of the Agreement with Community Partnership of Alabama, Inc. (CPA) a subsidiary of the United Way of Central Alabama, Inc. (United Way) as a local area Agency on Aging for Jefferson County (AAA), is on file for permanent record in the Minute Clerk Office.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

FEB-09-2017-98

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the Mt. Olive Fire and Rescue District for the public purpose of assisting in the purchase of a state of the art cardiac monitor/defibrillator with AED capabilities. The amount of the agreement is \$5,000.00.

BE IT FURTHER RESOLVED that a copy of the Community Grant Program Agreement is on file for permanent record in the Minute Clerk office.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

FEB-09-2017-99

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the Jefferson County Board of Education to assist in the purchase of football equipment for Hueytown Middle School in the amount of \$2,500.00.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, the Jefferson County Board of Education ("Jefferson County BOE"), applied for a grant of funds for \$2,500.00; and

WHEREAS, Jefferson County BOE is a tax exempt non-profit educational institution which seeks assistance in funding Hueytown Middle School's football program in the purchase of new helmets and shoulder pads; and

WHEREAS, Jefferson County BOE meets the eligibility requirements of the Program; and

WHEREAS, Commissioner James A. Stephens has recommended funding of \$2,500.00 to Jefferson County BOE, and the grant of such funds serves a good and sufficient public purpose; and

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

NOW HEREOF, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on December 31, 2017.

2. The County shall pay to Jefferson County BOE a lump sum payment of \$2,500.00 upon execution of this agreement.
 3. Jefferson County BOE shall use the public funds to assist in funding Hueytown Middle School's football program in the purchase of new helmets and shoulder pads.
ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.
 4. Jefferson County BOE shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and the Office of Commissioner Stephens a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 31, 2017, whichever shall occur first.
 5. Jefferson County BOE shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Jefferson County BOE, for a period of not less than three (3) years from termination of the fiscal year set out above.
 6. The Jefferson County BOE representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.
 7. The Jefferson County BOE representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of 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 certifies that neither Jefferson County BOE, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or 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 certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.
- Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination Jefferson County BOE shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.
- IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President
Jefferson County Commission

JEFFERSON COUNTY BOARD OF
EDUCATION FOR HUEYTOWN
MIDDLE SCHOOL

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

FEB-09-2017-100

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Create Birmingham to support the efforts of the Grow JEFFCO program which will support the growth of the cultural and recreational sectors, including the arts and cultural institutions, parks and green spaces, and public libraries in Jefferson County. The amount of the agreement is \$30,000.00.

BE IT FURTHER RESOLVED that a copy of the Community Grant Program Agreement is on file for permanent record in the Minute Clerk Office.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

FEB-09-2017-101

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute a Radiology Services Agreement between Jefferson County, Alabama and Caroline A. Reich, M.D., P.C., for the purpose of one or more Radiologists to provide professional radiological interpretations for the diagnostic studies. The amount of the agreement is \$65,000.00.

BE IT FURTHER RESOLVED that a copy of this Radiology Services Agreement is on file for permanent record in the Minute Clerk Office.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

FEB-09-2017-102

WHEREAS, a mortgage was executed by Patricia F. Cottrell for the rehabilitation of a property at 203 New Avenue, Bessemer, Alabama, 35020 and recorded on June 24, 1994 in Real 1032 Page 631 in the Probate Office of Jefferson County, Alabama, Bessemer Division;

WHEREAS, the owner(s) have fulfilled all obligations stipulated in the mortgage and have paid the mortgage in full; and

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

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

Adopted: February 9, 2017

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

FEB-09-2017-103

BE IT RESOLVED by the Jefferson County Commission that the Senior Services Division, of the Department of Human – Community Services and Economic Development is authorized to establish a Petty Cash Fund in the amount of One Thousand Dollars (\$1,000.00) and to set the limit per ticket to One Hundred Dollars (\$100.00).

Adopted: February 9, 2017

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that the above Resolution be adopted. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

Resolution authorizing the execution of an agreement between Jefferson County Commission and Baird Contracting Co., Inc., in the amount of \$907,798.00 was placed on the Committee Agenda "Pending the Review Process".

Motion was made by Commissioner David Carrington and seconded by Commissioner George Bowman that the above item be carried-over to the next regular Commission Meeting to allow enough time for the item to complete the Review Process. Voting "Aye" George Bowman, Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

Commissioner Sandra Little Brown exited the Chamber.

Motion was made by Commissioner David Carrington and seconded by Commissioner Joe Knight, that the Minutes of January 25, 2017, be accepted as presented and approved. Voting "Aye" George Bowman, David Carrington, Joe Knight, and Jimmie Stephens.

A Public Hearing was held to address the proposal on revisions to sections 1301 to 1304 and Article 19 of the Jefferson County Zoning Resolution including reorganization and revisions to regulations for on-site signs and Definitions as related thereto. There being no comments or opposition, the following action was taken;

FEB-09-2017-104

WHEREAS, the Jefferson County Commission wishes to update Jefferson County Regulations relating to signs to reflect current practices and technologies; and

WHEREAS, the Jefferson County Planning and Zoning Commission has recommended revised Sections 1301 to 1303 and Article 19 of the Jefferson County Zoning Resolution; and

WHEREAS, the Commission concurs with the proposed revisions.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMISSION that said proposal for the revisions of Sections 1301 to 1303 and Article 19 are hereby adopted.

Motion was made by Commissioner George Bowman and seconded by Commissioner Joe knight that the above Resolution be adopted. Voting "Aye" George Bowman, David Carrington, Joe Knight and Jimmie Stephens.

A Public Hearing was held to receive comments on the request made by Gregory Kyle and Claire Kelly Mathews, owners for the described change of zoning. There being no comments or opposition, the following action was taken;

FEB-09-2017-105

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.

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Covenants were filed for the following zoning case: Z-2017-003 Gregory Kyle and Claire Kelly Mathews, owners, request a change of zoning on Parcel ID# 19-28-0-000-036.009 in Sec 28 Twp.17 Range 6 West from A-1 (Agriculture) with restrictive covenants to A-1 (Agriculture) with no covenants to allow a mobile home for personal or family use. (Site Only: 735 Hidden Hollow Trail, Bessemer, AL 35023) (OAK GROVE)(12.42 Acres M/L) be and is hereby approved.

Motion was made by Commissioner Joe Knight and seconded by Commissioner George Bowman that the above Resolution be adopted. Voting "Aye" George Bowman, David Carrington, Joe Knight and Jimmie Stephens.

A Public Hearing was held to receive comments on the request made by Grayson Land Co. and Warwick Development Co., owners for the described change of zoning. Comments were heard from Bradley Carroll, Grayson Land Co. 1544 South Main Street, Birmingham, AL and Bill Wilson, Agent 2176 Parkway Lake West Drive, Birmingham, AL. Comments being heard and duly noted, the following action was taken;

FEB-09-2017-106

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.

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Covenants were filed for the following zoning case: Z-2017-004 Grayson Land Co. and Warwick Development Co., owners; Bill Wilson, agent, requests a change of zoning on Parcel ID#s 12-15-2-000-002.001, 12-15-2-000-002.003, and part of 12-15-2-000-002.006 and in Sec 15 Twp. 16 Range 1 West from C-1 (Commercial) to R-T (Residential Townhouse) for a townhome development (50 units proposed) for persons 55 and older. (Site Only: 1225 Grayson Valley Parkway, Birmingham, AL 35235) (GRAYSON VALLEY)(7.68 Acres M/L) be and is hereby denied.

Recommended Rezoning to Inst-2 with Covenant:

The zoning of this property shall revert back to its existing zoning, C-1 (Commercial), if development is not implemented within three (3) years. This means there must be some kind of substantive permanent physical improvement installed on/in the property, in accordance with plans approved by all appropriate departments and agencies, by the end of the day February 9, 2020. If not, the property will automatically revert; the proposed development will no longer be a permitted use; and a re-rezoning of the property will be necessary before any further work can be done on the development in question. Also, please note that simply having approved plans,

a building permit, clearing the site of vegetation or even performing excavation on the property does not satisfy this requirement: there must be actual construction underway on the site.

Motion was made by Commissioner Joe Knight and seconded by Commissioner David Carrington that the above Resolution be denied. Voting "Aye" George Bowman, David Carrington, Joe Knight and Jimmie Stephens.

Presentation was made by Jim Coker, Director Emergency Management Agency regarding the Everbridge Notification System and the system's role in regards to the Senior Centers and how it can be utilized to assist in communications.

Presentation was made by Commissioner Jimmie Stephens in recognition of the 2016 Alabama PALS Governor's Award recipients as follows:

Lottie Green	McDonald Chapel Community
Ricky Farley	McDonald Chapel Community
Kenna Allen (and Students)	Minor High School
Oak Grove High School Student	Government Association
Rick House	Vulcan Materials Volunteer

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 1:00 P.M., Thursday, February 23, 2017.

James A. Stephens
President

ATTEST:
Millie Diliberto
Minute Clerk