

STATE OF ALABAMA)

JEFFERSON COUNTY) January 25, 2017

The Commission convened in regular session at the Jefferson County Justice Center in Bessemer, Alabama at 9:02 A.M., James A. Stephens, President, presiding and the following members present:

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

Noted Commissioner George Bowman’s absence due to a family illness and requested to keep them in prayer.

Invocation was led by Pastor Bill McCall of the Baptist Church at McAdory and the Pledge of Allegiance led by Justin Smith, Assistant to the County Manager.

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown, that the Minutes of January 12, 2017, be accepted as presented and approved. Voting “Aye” Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

The Commission met in Work Session on Tuesday, January 24, 2017, and moved for approval the following Committee items as a consent agenda to be placed on the January 25, 2016, Regular Commission Meeting Agenda:

- Commissioner George Bowman, Health and General Services Committee Item 1-5.
- Commissioner Sandra Little Brown, Human-Community Development and Human Resource Services Committee items 1-2.
- Commissioner Jimmie Stephens, Administrative, Public Works and Infrastructure Committee Items 1-14.
- Commissioner Joe Knight, Judicial Administration, Emergency Management and Land Planning Committee had item 1.
- Commissioner David Carrington, Finance, Information Technology & Business Development Committee Items 1-17.

Unusual Demands
01/25/2017

Org	Dept	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
10001002	COMMISSIONER DISTRICT 2	100193	JEFFERSON CO TREASURER	ACCA TRAVEL REIMBURSEMENT - PARKING	19.00	185434	8258
TOTAL					19.00		
10002200	INFORMATION TECHNOLOGY	100193	JEFFERSON CO TREASURER	Travel Reimbursement Doug Taylor	29.26	182574	7890
TOTAL					29.26		

10002210	IT SYSTEM DEV & ADMINISTRATION	133944	PROJECT MANAGEMENT INSTITUTE	Membership Renewal to PMP for Willie Wright	60.00	185259	8229
TOTAL					60.00		
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED 2.5 GAL. DEF FLUID FOR GSOC TRUCK	20.00	184267	8095
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	SHIPMENT CHARGES TO RETURN EQUIPMENT FOR GSOC	10.17	184421	8112
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED A CONTROL BOARD FOR GSOC MAIN GATE	420.65	184611	8132
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED A WHEEL FOR ENTRANCE GATE AT GSOC	106.00	184612	8132
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED WIRE AND COMPOUND FOR GSOC GATE	219.33	184960	8180
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED KEY SUPPLIES FOR 2121 BLDG	30.88	185098	8204
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE OF SUPPLIES FOR TIME CLOCKS AT GARDENDALE	4.72	185409	8255
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED Q-SEAL LOOP SEALANT FOR GSOC GATE	132.30	185411	8255
TOTAL					944.05		
10002403	GS ELECTIONS	100193	JEFFERSON CO TREASURER	PURCHASED PRINTER TAPE FOR ELECTIONS	39.99	184416	8112
TOTAL					39.99		
10003200	SENIOR CITIZEN SVCS-GEN	134103	COLEECIA M PERRYMAN	DUE FROM TRAVEL 3/21	19.61	183213	7962
TOTAL					19.61		
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	MEALS FOR LUNCH/SUPPER DURING RECOUNT BESSEMER DA	159.07	182480	7876
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	REPLACEMENT MAP DAMAGED DURING SEARCH	14.95	184808	8162
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	LOCKS, MOUSE TRAPS, HAND TOOLS FOR TECH GARAGE	207.00	184810	8162
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	SOAP, SHOP RAGS	32.94	184812	8162
10004110	SF ENFORCEMENT - BHAM	100193	JEFFERSON CO TREASURER	BRAKE CLEANER, SHOP TOWELS	40.27	184813	8162
TOTAL					454.23		
10004180	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	MICROWAVE	69.00	183565	8009
10004180	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	HE LAUNDRY DETERGENT	95.55	183568	8009
10004180	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	HAIR CLIPERS FOR NEW FLOOR	95.99	183570	8009

10004180	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	CLIPPERCIDE FOR HAIR CLIPPERS	15.98	183571	8009
10004180	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	USB FLASH DRIVES	35.91	184791	8153
10004180	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	SUPPLY POWER PACK FOR VISITATION AREA	90.00	184793	8153
TOTAL					402.43		
10004210	YOUTH DETENTION CUSTODY	100193	JEFFERSON CO TREASURER	Uniform Pants for New Staff/Food/Janitorial	583.24	185305	8237
TOTAL					583.24		
10004300	CORONER	100193	JEFFERSON CO TREASURER	agency accreditation document frame	14.99	185413	8256
TOTAL					14.99		
10004400	INSPECTION SERVICES	135034	CURRENT ELECTRIC	UD refund from permit #1607581E -electrical permit	50.00	177413	7410
10004400	INSPECTION SERVICES	135035	HNR PLUMBING	UNDM refund for permit 160120P that never started	135.00	177417	7412
TOTAL					185.00		
10006000	HUMAN RESOURCES ADMIN	126748	KRISTEN HARGRAVE	ASSESSOR AUTO EXPENSES, PARKING, PER DIEM	196.06	185397	8253
10006000	HUMAN RESOURCES ADMIN	135426	MANASIA STURDIVANT	REIMBURSE ASSESSOR PER DIEM	125.00	185463	8260
TOTAL					321.06		
10006250	PROBATE CT-ELECTION	103093	DAVID GARRISON	POLL CLEANING FEE	40.00	185212	8222
TOTAL					40.00		
21305400	ROADS AND TRANS HWY ENG CONS	100193	JEFFERSON CO TREASURER	CENTIPEDE SLAB PIECES, MOWER FILING GUIDE/KIT	207.89	184573	8123
TOTAL					207.89		
21305600	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	INSULATION - SHOP SUPPLIES	14.72	180434	7598
21305600	ROADS AND TRANS MNT KET	100193	JEFFERSON CO TREASURER	INFO TUBE (PIPE), NIFFTY NABBERS FOR TRASH PICK UP	172.75	184807	8161
TOTAL					187.47		
22118600	CG ADMINISTRATION	100193	JEFFERSON CO TREASURER	Diabetic Luncheon, Ala Board of Med Examiners	563.92	183346	7981
TOTAL					563.92		
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	REIMBURSED FOR 1-YEAR IAEI MEMBERSHIP FOR MAX WEST	120.00	184417	8113
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	BEARINGS FOR PUMP	126.11	184679	8143
60407240	PUMP STATIONS	100193	JEFFERSON CO TREASURER	BEARING	32.08	184684	8143
TOTAL					278.19		
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	office supplies-tape, hose filter, hardware supplies	222.51	184411	8109

60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	SEAL, OIL, 1/2 x 5.381 O.D.(922)	132.96	184823	8165
TOTAL					355.47		
60407303	LEEDS WWTP	100193	JEFFERSON CO TREASURER	Jugs for the laboratory	120.96	185215	8224
TOTAL					120.96		
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	LITHIUM GREASE	5.98	184798	8156
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	CASE OF LITHIUM GREASE FOR CLARIFIER	35.88	184801	8156
60407304	TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	STORAGE TOTES FOR PLANT FILES	26.94	184804	8156
TOTAL					68.80		
60407306	VALLEY CREEK WWTP	100193	JEFFERSON CO TREASURER	req cgarner postage plumbing measuring wheel caulk	1209.03	184602	8129
TOTAL					1209.03		
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	JB WELD	14.52	184677	8143
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	PIN SET & SNAP RING	5.43	184682	8143
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	DISCHARGE HOSE	107.92	185384	8245
60407307	VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	LEVEL/ TEMP. GAUGE	109.45	185388	8247
TOTAL					237.32		
60407320	FIVE MILE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	INCLEMENT WEATHER SUPPLIES, PROPANE, OIL FILTER	120.03	184680	8144
TOTAL					120.03		
60407322	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	NOZZLE AND HOSE	141.56	184683	8143
60407322	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	THREE WIRE PLUGS	48.64	185381	8245
60407322	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	PARTS FOR PLASMA CUTTER	297.14	185382	8245
60407322	VILLAGE WWTP MAINTENANCE	100193	JEFFERSON CO TREASURER	PLASMA CUTTER PARTS	73.84	185383	8245
TOTAL					561.18		
60407323	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	FUSES;MEDICAL SUPPLIES;	206.68	184413	8110
60407323	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	MEDICAL SUPPLIES FOR THE ELECTRICAL DEPT.;	303.82	184414	8111
60407323	WWTP ELECTRICAL MAINTENANCE	100193	JEFFERSON CO TREASURER	REIMBERSEMENT FOR LICENSES FOR PHILLIP WOOLLEY;	361.40	184803	8159
TOTAL					871.90		
70101720	PERSONNEL BOARD ADMIN	100193	JEFFERSON CO TREASURER	Mileage for T. McCall 09/09/16 - 10/07/16	23.44	185036	8188
TOTAL					23.44		

70101745	PERSONNEL BOARD EMP REL	100193	JEFFERSON CO TREASURER	Reimb. BSHRM Registration to V Merritt	25.00	185038	8189
TOTAL					25.00		
70101750	PERSONNEL BOARD TESTING	100193	JEFFERSON CO TREASURER	Mileage for J. Lecheler 11/10/16 - 12/06/16	45.36	185034	8186
70101750	PERSONNEL BOARD TESTING	106530	LATOSHA CLEMONS	2016 Fire Lt. Assessment by Latosha Clemons	191.45	182197	7819
70101750	PERSONNEL BOARD TESTING	125244	STACY MCLEAN	2016 Fire Lt. Assessment by Stacy McLean	261.56	182205	7819
70101750	PERSONNEL BOARD TESTING	127332	LORI SUNDERMAN	2016 Fire Lt. Assessment by Lori Sunderman	215.22	182215	7819
70101750	PERSONNEL BOARD TESTING	130554	LIEUTENANT STEVEN KILPATRICK	2016 Fire Lt. Assessment - S Kilpatrick	243.80	184869	8170
70101750	PERSONNEL BOARD TESTING	130562	WESLEY MCCARROLL	Assessor Reimbursement 2016 FAO Pump Test	377.72	184789	8152
70101750	PERSONNEL BOARD TESTING	130661	RICH SHERRILL	2016 Fire Lt. Assessment R Sherritt	125.00	184821	8164
70101750	PERSONNEL BOARD TESTING	131321	WILLIE JAMES	2016 Fire Lt. Assessment by Willie James	125.00	182201	7819
70101750	PERSONNEL BOARD TESTING	132589	ANTHONY ALFORD	2016 Fire Lt. Assessment - Anthony Alford	389.60	182190	7819
70101750	PERSONNEL BOARD TESTING	132599	JAYSON EDGE	2016 Fire Lt. Assessment by Jayson Edge	230.48	182198	7819
70101750	PERSONNEL BOARD TESTING	132610	CURTIS STEPHENS	2016 Fire Lt. Assessment by Curtis Stephens	285.92	182212	7819
70101750	PERSONNEL BOARD TESTING	133818	SHERYL WEST	2016 Fire Lt. Assessment by Sheryl West	338.82	182218	7819
70101750	PERSONNEL BOARD TESTING	133819	JAMES LYONES	2016 Fire Lt. Assessment by James Lyones	396.76	182204	7819
70101750	PERSONNEL BOARD TESTING	133821	CHARLES MURRELL	2016 Fire Lt. Assessment by Charles Murrell	564.02	182206	7819
70101750	PERSONNEL BOARD TESTING	135178	WENDY ANDERSON	Assessor Reimb. - Wendy Anderson 9/25-29/16	611.00	177988	7498
70101750	PERSONNEL BOARD TESTING	135179	CHARLES BRYANT	2016 Fire Lt. Assessment by Charles Bryant	192.28	182192	7819
70101750	PERSONNEL BOARD TESTING	135180	ZACH BUICE	2016 Fire Lt. Assessment by Zach Buice	338.84	182194	7819
70101750	PERSONNEL BOARD TESTING	135181	PATRICK IVEY	2016 Fire Lt. Assessment by Patrick Ivey	449.00	182200	7819
70101750	PERSONNEL BOARD TESTING	135182	CHRISTOPHER BUTLER	Assessor Reimb. - Christopher Butler 9/25-29/16	317.24	177989	7498
70101750	PERSONNEL BOARD TESTING	135183	CEDRIC CHANEY	Assessor Reimbursement - Cedric Chaney 9/25-29/16	263.24	177991	7498
70101750	PERSONNEL BOARD TESTING	135183	CEDRIC CHANEY	2016 Fire Lt. Assessment 10/16-10/20	263.24	182196	7819
70101750	PERSONNEL BOARD TESTING	135184	ROBERT DAVIS	Assessor Reimbursement - Robert Davis 9/25-29/16	468.44	177992	7498
70101750	PERSONNEL BOARD TESTING	135186	GORDON JEFFERY	2016 Fire Lt. Assessment by gordon jeffery	125.00	182202	7819
70101750	PERSONNEL BOARD TESTING	135187	RONALD JONES	Assessor Reimbursement - Ronald Jones 9/25-29/16	291.32	177993	7498
70101750	PERSONNEL BOARD TESTING	135188	DAVID PARK	Assessor Reimbursement - David Park 9/25-29/16	583.46	177994	7498

70101750	PERSONNEL BOARD TESTING	135189	JEFFERY PONSON	2016 Fire Lt. Assessment by Jeffery Ponson	461.96	182208	7819
70101750	PERSONNEL BOARD TESTING	135190	MIKE QUESADA	2016 Fire Lt. Assessment by Mike Quesada	268.58	182210	7819
70101750	PERSONNEL BOARD TESTING	135191	JANOS ROPER	2016 Fire Lt. Assessment by Janos Roper	235.88	182211	7819
70101750	PERSONNEL BOARD TESTING	135192	DALLAS SIMS	Assessor Reimbursement - Dallas Sims 9/25-29/16	308.25	177995	7498
70101750	PERSONNEL BOARD TESTING	135193	SCOTT STEVENSON	2016 Fire Lt. Assessment by Scott Stevenson	125.00	182213	7819
70101750	PERSONNEL BOARD TESTING	135194	THOMAS STOKES JR	2016 Fire Lt. Assessment by Thomas Stokes Jr.	433.88	182214	7819
70101750	PERSONNEL BOARD TESTING	135195	DEB THORSON	2016 Fire Lt. Assessment by Deb Thorson	253.84	182216	7819
70101750	PERSONNEL BOARD TESTING	135196	HUBERT TISH	2016 Fire Lt. Assessment by Hubert Tish	179.00	182217	7819
70101750	PERSONNEL BOARD TESTING	135197	JASON WALTER	Assessor Reimbursement - Jason Walter 9/25-29/16	167.00	177996	7498
70101750	PERSONNEL BOARD TESTING	135198	MARTIN YANEZ	Assessor Reimbursement - Martin Yanez 9/25-29/16	343.84	177997	7498
70101750	PERSONNEL BOARD TESTING	135412	ANTHONY WELCH JR.	2016 Fire Lt. Assessment - A Welch Jr.	228.68	184826	8164
70101750	PERSONNEL BOARD TESTING	135413	FRAKLIN DIAZ	2016 Fire Lt. Assessment - F Diaz	573.20	184829	8164
70101750	PERSONNEL BOARD TESTING	135414	WILLIAM CALVERT	2016 Fire Lt. Assessment - W Calvert	244.34	184828	8164
TOTAL					11517.22		
70204500	EMERGENCY MANAGEMENT AGENCY	132743	FBI NATIONAL ACADEMY ASSOC	JAMES COKER MEMBERSHIP DUES FOR 2017 ACCT#31974	85.00	184794	8154
TOTAL					85.00		
GRAND TOTAL					\$ 19,545.68		

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" Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

MULTIPLE STAFF DEVELOPMENT

Board of Equalization

Don McAllister	149.00
Jane Mardis	149.00
Criticism and Discipline Skills	
Birmingham, AL – February 6, 2017	

Roads and Transportation

Shannon Bonham, Lee Baldwin, Jeremy McAlpine, Gary Mayfield,
Mike Crane, Shawn Cato, Steven Kilgore, Mike Mitchell, David Reynolds

Roger Gossett, Robert Carroll, Robert Ryan, Chris Hayes, Adam Laney, Stephen Goodwin, Gary Cochran, Robby Eaton Alabama Vegetation Meeting Tuscaloosa, AL – February 28 – March 1, 2017	1,530.00
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Tax Assessor Bessemer Cheryl Hoskins	1,076.67
Rickey Davis Intro to PT Administration Foley, AL – January 31 – February 3, 2017	1,076.67

INDIVIDUAL STAFF DEVELOPMENT

Board of Equalization Eric Wolfe Alabama Certified Exam Auburn, AL – March 16-17, 2017	284.87
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Cooper Green Herman Turner Functional Dry Needling Level 1 Pelham, AL – March 25-26, 2107	1,250.00
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Revenue Wesley Moore Tax Audit Dallas, TX & Little Rock, AR – February 4-11, 2017	2,387.29
Bruce Thompson Tax Audit Houston, TX – February 18-25, 2017	2,502.50

Roads and Transportation BiJay Singh Clear Water Alabama Conference Madison, AL – August 24-25, 2016	447.36
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Tax Assessor Bessemer Charles Winston AATA Mid-Winter Conference Montgomery, AL – February 19-22, 2017	1,015.19
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FOR INFORMATION ONLY

Sheriff

Michael House 1,321.94
Officer Involved Shooting
Myrtle Beach, SC – February 20-23, 2017

Ali Daniels 1,871.04
Investigative Interviewing
Mobile, AL – March 6-10, 2017

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" Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

JAN-25-2017-46

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT(S) FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 12/30/2016 – 01/05/2017, and 01/06/2017 – 01/12/2017 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" Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

JAN-25-2017-47

PURCHASING DIVISION AGENDA REPORT
For Week of 12/30/16 – 01/05/17
Committee Meeting JANUARY 24, 2017
For Commission Approval
JANUARY 25, 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 6, 2017

1. RECOMMENDED FOR FLEET MANAGEMENT FROM CERTIFIED LABORATORIES, A DIVISION OF NCH CORPORATION, IRVING, TX, TO AWARD BID FOR PARTS WASHING EQUIPMENT RENTAL FOR THE PERIOD OF 01/25/2017 - 09/30/2019 TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 19-17R
REFERENCE MUNIS BID #

2. RECOMMENDED FOR ALL DEPARTMENTS FROM OFFICE DEPOT, INC., BOCA RATON, FL, TO RENEW BID FOR PURCHASE OF GENERAL OFFICE SUPPLIES FOR THE PERIOD OF 3/01/2017 – 2/28/2018. TO BE PURCHASED ON AN AS NEEDED BASIS. FINAL YEAR

REFERENCE BID # 14 – 15
REFERENCE MUNIS BID # N/A

3. RECOMMENDED FOR ENVIRONMENTAL SERVICES FROM REVERE CONTROL SYSTEMS, INC., BIRMINGHAM, AL, TO RENEW BID FOR PURCHASE OF SPARE PARTS FOR UV SYSTEM FOR THE PERIOD OF 1/15/2017 – 1/14/2018. TO BE PURCHASED ON AN AS NEEDED BASIS. FINAL YEAR

REFERENCE BID # 32 – 15
REFERENCE MUNIS BID # N/A

For Week of 01/06/2017 – 01/12/17
Committee Meeting JANUARY 24, 2017
For Commission Approval
JANUARY 25, 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 13, 2017

1. RECOMMENDED FOR SHERIFF’S OFFICE FROM ADORAMA INC., NEW YORK, NY, TO AWARD BID FOR CAMERAS, DIGITAL, AND MEMORY CARDS FOR THE PERIOD OF 02/09/2017 - 02/08/2018 TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 30-17
REFERENCE MUNIS BID # 17021

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” Sandra Little Brown, David Carrington, Joe Knight, and Jimmie Stephens.

JAN-25-2017-48

Other Budget Transactions

Finance \$14,000.00

Shift funds and add purchasing memorandum to purchase office furniture for new personnel.

No Additional Funds Required.

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

JAN-25-2017-49

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

- Jefferson County Employee Credit Union Visa Credit Card Statement with a closing date of January 3, 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" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

JAN-25-2017-50

WHEREAS, a mortgage was executed by Brenda Jo Watts Marek and Craig Alan Marek for the rehabilitation of a property at 428 Central Avenue, Fultondale, Alabama 35068 and recorded on June 23, 2009 in Book LR200907 Page 1096 in the Probate Office of Jefferson County, Alabama;

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:

January 25, 2017

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

JAN-25-2017-51

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, Barber Vintage Motorsports Museum ("Barber Museum"), applied for a donation of a Sheriff's 2003 Honda Goldwing Motorcycle; and

WHEREAS, Barber Museum, a 501c3 non-profit, tax exempt organization (Tax ID# 63-1125485) has been recognized as having the world's largest motorcycle collection; and

WHEREAS, Barber Museum seeks the donation of a Sheriff's motorcycle to use as a display at the museum; and

WHEREAS, Barber Museum meets the eligibility requirements of the Program; and

WHEREAS, Commissioner James A. Stephens has recommended donating a Sheriff's 2003 Honda Goldwing Motorcycle (No. M0360108), which has been declared surplus and has a fair market value of \$3,158, and the donation of such motorcycle serves a good and sufficient public purpose; and

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

NOW THEREFORE, the parties agree as follows:

1. This Agreement shall represent a donation of a vehicle which, when executed by both parties below, transfers title and ownership of the 2003 Honda Goldwing Motorcycle (No. M0360108) to the Barber Museum, free and clear of any liens, debts or encumbrments.
2. The County shall donate to Barber Museum a Sheriff's 2003 Honda Goldwing Motorcycle (No. M0360108), which has been declared surplus and has a fair market value of \$3,158, upon execution of this agreement.
3. Barber Museum will inventory and maintain in accordance with Internal Revenue Service guidelines related to donation of motor vehicles to a tax exempt foundation.
4. Barber Museum shall display the 2003 Honda Goldwing Motorcycle at its facility at Barber Museum's discretion as an example of how motorcycles are used by Jefferson County in everyday life.
5. The Barber Museum representative signed below, certifies by the execution of this agreement that no part of the donation made 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 Barber Museum, 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.

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.

Date 01/25/2017

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

BARBER VINTAGE MOTORSPORTS
MUSEUM

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

JAN-25-2017-52

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 the UAB Board of Trustees to extend the terms and add services in the amount of \$7,500.00.

AMENDMENT
AMENDMENT TO CONTRACT BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA FOR THE

UNIVERSITY OF ALABAMA AT BIRMINGHAM
AND
Jefferson County Commission 8979
(Name of Contractor and Original Contract Document Number)
This amendment hereby modifies the following:

Article II: Payment for Work

This agreement adds a services fee of \$7500 for Year 2 of the project.

Article IV: Period of Performance

This extends the end date of the agreement to July 31, 2017.

Original Start date of 10/01/2015.

Contractor
James A. Stephens
Date: 01/25/2017

The Board of Trustees of the University
of Alabama for the University of Alabama
at Birmingham
Timothy R. McMinn
Assistant Vice President for
Financial Affairs

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

JAN-25-2017-53

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Dr. Stephanie Hightower is hereby reappointed to serve on the Medical Examiners Commission beginning February 1, 2017 and ending January 31, 2020.

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

JAN-25-2017-54

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama and Standard Roofing to replace the existing roofing system located at the Jefferson County Animal Control in Birmingham, Alabama, in the amount of \$288,436.00.

AIA Document A101™ 2007

Standard Form of Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Seventeenth day of June in the year Two Thousand Sixteen (In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
Jefferson County Commission
716 Richard Arrington Jr. Boulevard North
Room 1, Courthouse
Birmingham, Alabama 35203
Telephone Number: 205-325-5544
Fax Number: 205-325-5144

and the Contractor:
(Name, legal status, address and other information)
Standard Roofing of Montgomery, Inc.
1328 Highway 35
Pelham, Alabama 35124
Telephone Number: 205-621-2071
Fax Number: 205-621-2072

for the following Project:
(Name, location and detailed description)
Roof Replacement for Various Facilities Project GS R16
GS R16.2 Jefferson County Animal Control Roof Replacement
6227 5th Avenue North
Birmingham, Alabama 35212

The Architect:
(Name, legal status, address and other information)
Stephen Ward & Associates, Inc., General Corporation
33 Barber Court, Suite 115
Birmingham, Alabama 35209
Telephone Number: 205-802-6084
Fax Number: 205-802-6085
The Owner and Contractor agree as follows.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or; if applicable, state that the date will be fixed in a notice to proceed.)

The commencement will be fixed in a notice to proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Seventy Five (75) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

(Table deleted)

N/A

Subject to adjustments of this Contract Time as provided in the Contract Documents. (Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Liquidated damages will be at Two Hundred Fifty Dollars (\$250.00) per calendar day.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Eighty eight Thousand Four Hundred Thirty six Dollars and Zero Cents (\$ 288,436.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 4.3 Unit prices, if any: (Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
New Wood Blocking & Nailers	Board Foot	\$ 2.00
New Metal Deck	Square Foot	\$10.00

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Contingency Allowance	\$20,000.00
500 BF New Wood Blocking & Nailers	\$1,000.00
100 SF New Metal Deck	\$1,000.00

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Forty Five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5 %) up to FIFTY percent

(50%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5 %) up to FIFTY percent (50%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

(Paragraphs deleted)

Upon completion of the Work, the Owner will pay the amount due the Contractor on account of progress payments less retainage and less such amounts as determined by the Architect for incomplete or nonconforming Work and unsettled claims. Upon completion of the Work and all related punch-lists, the Owner will pay One Hundred Percent (100%) of the amount due to the Contractor less such amounts as determined by the Architect for incomplete or nonconforming work and unsettled claims. Upon completion of all closeout requirements, including submission of all required releases, record documents and warranties, the Owner will pay retainage.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

After the Contractor has been paid Fifty Percent (50%) of the then current amount of this Contractor for work done plus the value of materials stored for the work, no more retainage will be held unless the Contractor is more than Ten Percent (10%) behind the approved project schedule. Should the Contractor be found to be more than Ten Percent (10%) behind the approved schedule, then the retainage will remain at Five Percent (5%) until such time as the Contractor is back on schedule on the project is complete, whichever is earlier, at which time the retainage shall be reduced to a total not to exceed the calculated amount which would have been retained had the Contractor remained on schedule throughout the project.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the

Contractor when:

.1 The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 A final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

(Paragraph deleted)

Other (Specify): Dispute Resolution: If after the Architect's decision, as set forth in Section 6, fails to produce a resolution of the dispute, the parties may voluntarily engage in nonbinding dispute resolution before a mutually agreeable mediator. In the event that mediation of the dispute fails to produce a resolution of the matter, either party may commence a Civil Action to the agreement or may file suit to resolve the dispute.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

N/A

§ 8.3 The Owner's representative:

(Name, address and other information)

Jeff Smith

716 Richard Arrington Jr. Boulevard North

Room 1, Courthouse

Birmingham, Alabama 35203

Telephone Number: 205-325-5544

Fax Number: 205-325-5144

§ 8.4 The Contractor's representative:
(Name, address and other information)

Derrick Burnett
1328 Highway 35
Pelham, Alabama 35124
Telephone Number: 205-621-2071
Fax Number: 205-621-2072

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9

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

JURISDICTION AND VENUE

Parties agree that the Jefferson County Circuit Court, Birmingham Division, shall have jurisdiction over all disputes arising out of the Contract. Further, the parties agree that venue over any dispute is only proper in Jefferson County Circuit Court and that no other court shall have jurisdiction or venue over any disputes arising here under. The laws of the State of Alabama shall apply to dispute resolution without regard to the conflict of laws provision of the State of Alabama or any other state. It is expressly agreed that no Federal Court shall have jurisdiction over this matter under any circumstance.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00800	Supplemental General Conditions	06.03.2016	14

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Refer to Attachment A for Index to the Technical Provisions of the Project Manual.

(Table deleted)

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Refer to Attachment B for Schedule of Drawings of the Project Manual.

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	06.08.2016	9
2	06.09.2016	1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
N/A

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. ALA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Attachment A: Index to the Technical Provisions

Attachment B: Schedule of Drawings

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007. (State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Performance Bond	100% of Contract Sum
Payment Bond	100% of Contract Sum

This Agreement entered into as of the day and year first written above.

OWNER (Signature)
James A. Stephens, Commission President

CONTRACTOR (Signature)
Derrick Burnett, Vice President

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby approves the final report(s) for the 2015 property taxes submitted by the Tax Collector.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission acknowledges that the Tax Collector's Office is required to present the 2015 Property Tax Report(s) to the State of Alabama.

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

JAN-25-2017-56

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission acknowledges its receipt of a request for an agreement with Deputy Chief Frank Vascuso to provide a one-day professional speaking seminar targeted at promoting an organizational culture of exceptional service. Requested amount of the agreement is \$3,800.00.

CONSULTING SERVICES CONTRACT

THIS CONSULTING SERVICES CONTRACT ("Contract"), entered into on this the 13th day of December, 2016, 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 Deputy Chief Frank Viscuso, (hereinafter referred to as "Contractor"),

WITNESSETH

WHEREAS, the Board desires to have certain consulting and other personal 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

The Contractor agrees to provide a one day (5.5 hour) professional speaking seminar targeted at promoting an organizational culture of exceptional service through presentation of proven theories, methods

and techniques. The seminar will include discussion of emergency service leadership traits; necessary leadership skills needed to motivate teams and maintain; mentoring and succession planning; delegating; building morale; and leading an organization through change, among other related topics.

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 exchange for the services performed by Contractor under this Contract, the Board agrees to pay Contractor \$3,800.00. The Contractor shall submit a true and correct statement of the services provided, the hours of services performed, and the fees due under this Contract.

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 February 16, 2017, and shall automatically terminate on February 17, 2017, unless extended by mutual consent of the parties.

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 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 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 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 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; 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
Lorren Oliver, Director
2121 Reverend Abraham Woods Jr., Suite 100
Birmingham, AL 35203

To Contractor:

Deputy Chief Frank Viscuso
723 Opatut Court
Toms River, NJ 08753

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. Ownership, Licensure, and Use of Original Works

For purposes of this Contract, the term "Original Works" includes all work product, code, data, opinions, conclusions, and analyses developed and/or delivered as the Contractor's work product under this Contract.

Contractor shall retain ownership and full copyright of all Original Works. Contractor grants the Board a nonexclusive, nontransferable license, of indefinite term, for unlimited internal use of all Original Works. The Board may not release, sell, or make available any of these Original Works to any outside government agency or private organization.

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.

Personnel Board of Jefferson County
Lorren O. Oliver, Director of Personnel
Date: 12/13/2016

Deputy Chief Frank Viscuso
Date: 12/20/2016

Contractor Information
Contractor: Blank
Address: Blank
Federal Tax ID Number: Blank
Tax ID/Social Security No.: 144-70-1962

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

JAN-25-2017-57

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Edgewood Place Townhomes Sanitary Sewer Deed of Exchange. This is needed to release the existing sewer easement and relocate sewer to new easement as requested by Progressive Columbiana, L.L.C.

Project #1327
Edgewood Place Townhomes

THIS INSTRUMENT PREPARED BY:
James F Henderson, Jr.

Sanitary Sewer
A200 Courthouse
Birmingham, Alabama, 35203

Jefferson County Right of Way Division

DEED OF EXCHANGE FOR SANITARY SEWER RIGHT OF WAY

STATE OF ALABAMA)
JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One and 00/100 Dollars (1.00) cash in hand paid by Jefferson County, Alabama, the receipt whereof is hereby acknowledged, Progressive Columbiana, LLC, an Alabama Limited Liability Company does hereby grant, bargain, sell and convey unto the said Jefferson County, a political subdivision of the State of Alabama, its successors and assigns, a right of way and easement for sanitary sewer purposes, including the installation and maintenance of sewer pipelines, underground and on the surface, and underground and surface support facilities, including stations, access points, stub outs and manholes, said right of way and easement being located in Jefferson County and described as follows:

A 20 foot wide Sanitary Sewer Right of Way being a part of Lot 1 and Lot 2 according to the survey of Holland's Addition to Homewood as recorded in Map Book 122, Page 2, in the Office of the Judge of Probate, Jefferson County, Alabama, and being situated in the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 18 South, Range 3 West, in the City of Homewood, Jefferson County, Alabama, being more particularly described as follows:

Commence at a 1" crimp bin he Northeast corner of said Lot 2 and run in a Southerly direction along the East line of said Lot 2 for a distance of 3.58 feet; thence turn an angle to the right of 89°43'56" and run in a Westerly direction for a distance of 8.02 feet to the POINT OF BEGINNING of a 20 foot wide Sanitary Sewer Right of Way lying 10 feet each side of, parallel to and abutting the following described centerline; thence turn a deflection angle to the left of 83°57'23" and run in a Southwesterly direction for a distance of 91.99 feet; thence turn a deflection angle to the right of 81°56'04" and run in a Westerly direction for a distance of 153.91 feet; thence turn a deflection angle to the right of 67°17'22" and run in a Northwesterly direction for a distance of 99.41 feet; At this point the Sanitary Sewer Right of Way is bounded on the Northerly side by the Northerly Property Line of Grantor and bounded on the Southerly side by a line lying 10 feet Southerly of and parallel to the following described line; thence turn a deflection angle to the left of 64°39'27" and run in a Westerly direction for a distance of 13 feet, more or less, to the West line of said Lot 2 and the end of this Sanitary Sewer Right of Way.

The outer boundaries of said Sanitary Sewer Right of Way being extended or trimmed as necessary to terminate at the property lines of the grantor.

Less and except any portion lying outside Grantor's property.

Said Sanitary Sewer Right of Way containing 0.17 acres, more or less.

For the consideration aforesaid, the undersigned do grant, bargain, sell and convey unto said County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or maintenance of any improvement or obstruction (except fencing) or the placement of spoil or fill dirt or heavy equipment or heavy objects on, over, across or upon said area herein conveyed without the written permission from Jefferson County. In

consideration of the benefits to the property of the undersigned by reason of the construction of said sewer facility, the undersigned hereby release Jefferson County, the State of Alabama, and/or the United States of America, and/or any of their agents, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said improvements, and the undersigned do hereby admit and acknowledge that said sewer facility, if and when constructed, will be a benefit to the property of the undersigned.

The undersigned Progressive Columbiana, LLC covenant with said Jefferson County that it is seized in fee simple of said premises and have a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the aforegranted strip of ground from and against the lawful claims of all persons whomsoever.

IN CONSIDERATION OF THE ABOVE CONVEYANCE, Jefferson County, Alabama, a political subdivision of the State of Alabama (to the extent that it maintains any ownership or interest), does remise, release, quit claim and convey to the said Progressive Columbiana, LLC, an Alabama Limited Liability Company, all rights, title, interest, and claim in or to the following described real estate (excepted from this conveyance is any portion of the below described easements lying within the above described sanitary sewer right of way being conveyed to Jefferson County by this instrument), taking title to only that part of the below described property within their existing perimeter boundaries, and disclaiming any ownership to said property within the perimeter boundaries of any others property, such property being more particularly described as follows, to wit;

A 6 foot wide Sanitary Sewer Easement being a part of Lot 2 according to the survey of Holland's Addition to Homewood as recorded in Map Book 122, Page 2, in the Office of the Judge of Probate, Jefferson County, Alabama, and being situated in the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 18 South, Range 3 West, in the City of Homewood, Jefferson County, Alabama, being more particularly described as follows:

Commence at a 1" crimp being the Northeast corner of said Lot 2 and run in a Westerly direction along the North line of said Lot 2 for a distance of 17.71 feet the POINT OF BEGINNING of a 6 foot wide Sanitary Sewer Easement lying Southerly of, parallel to and abutting the North line of said Lot 2; thence run in a Westerly direction for a distance of 189.13 feet to the end of said Sanitary Sewer Easement.

Said Sanitary Sewer Easement containing 0.03 acres, more or less.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 21st day of November, 2016.

Progressive Columbiana, LLC, an Alabama
Limited Liability Company
Eric T. Rogers
Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, in and for said County, in said State, hereby certify that Eric T. Rogers, whose name as Member of Progressive Columbiana, LLC, an Alabama Limited Liability Company is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation on the date the same bears date.

Given under my hand and official seal, this 21st day of November, 2016.

Notary Signature Not Legible

Notary Public

My Commission expires: August 24, 2020.

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

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Mildred G. Diliberto, a Notary Public in said County and State, hereby certify that James A Stephens whose name as President of the Jefferson County Commission is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said commission.

Given under my hand and official seal, this 25th day of January, 2017.
Mildred G. Diliberto
Notary Public
My Commission expires: August 31, 2019.

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

JAN-25-2017-58

RESOLUTION

A RESOLUTION DECLARING THREE UNDERCOVER SHERIFF'S OFFICE VEHICLES SURPLUS AND
AUTHORIZING THE SHERIFF TO REPLACE THESE VEHICLES WITH VEHICLES PURCHASED WITH
COURT AWARDED FUNDS
NO COUNTY FUNDS ARE REQUIRED

WHEREAS, the Jefferson County Commission has established a fund, known as the Confiscated Funds, which receives its revenue from money awarded by the Court of Jefferson County to conduct drug/undercover abatement programs through the Jefferson County Sheriff's Office; and,

WHEREAS, the Jefferson County Sheriff's Office has previously purchased from these confiscated funds specialized vehicles for use in undercover related work; and,

WHEREAS, three of these vehicles have exceeded their operability as undercover vehicles.

NOW, THEREFORE BE IT REOLVED BY THE JEFFERSON COUNTY COMMISSION that the following vehicles be declared surplus and that the Jefferson County Sheriff be and hereby is authorized to dispose of said vehicles which will be replaced at a later date with vehicles that are purchased with funds awarded by the Courts for undercover enforcement.

A076006 Honda CRV
A076040 Nissan Maxima
A066069 Jeep Commander

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

JAN-25-2017-59

RESOLUTION
A RESOLUTION IDENTIFYING SURPLUS COUNTY
EQUIPMENT AND AUTHORIZING THE DONATION OF SAID
EQUIPMENT TO THE BABER VINTAGE MOTORSPORTS MUSEUM

WHEREAS, the county Fleet Manager has determined the following retired Rolling stock to be surplus and of no further use to the County.

WHEREAS, the retired rolling stock to be deemed surplus is identified below:

ID	Mileage	Serial Number	Equipment Type	Description	Asset	Year
M0360108	115,336	1HFSC470X3A210638	03 HOND GL18003	MOTORCYCLE GL18003 G/W 03	031610	2003

WHEREAS, the Fleet Manager of Jefferson County be and herby is authorized to execute all documents to effect this donation.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to the acceptance of the donation of M0360108 to the Baber Vintage Motorsports Museum, under terms and guidelines of the attached Community Grant Program.

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

JAN-25-2017-60

STATE OF ALABAMA)
JEFFERSON COUNTY)

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the 2016 Resurfacing Project, Phase III Resurfacing of Sicard Hollow Road, Project No. JCP-60-16-03, such certified bids having been opened on December 5, 2016 and listed as follows:

Contractor	Amount Bid
1. MidSouth Paving, Inc.	\$1,359,841.38
2. DUNN Construction Co.	\$1,501,479.71

WHEREAS, after tabulation and certification by the Roads and Transportation Staff, it has been recommended that the contract for the 2016 Resurfacing Project, Phase III Resurfacing of Sicard Hollow Road, Project No. JCP-60-16-03, be awarded to MidSouth Paving, Inc. in the amount of \$1,359,841.38

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

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

JAN-25-2017-61

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

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

JAN-25-2017-62

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

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

JAN-25-2017-63

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of David and Kristi Walters in the amount of Twenty Two Thousand Six Hundred Twenty Five and 50/100 (\$22,625.50) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to David and Kristi Walters in the amount of \$22,625.50 and forward it to the County Attorney for disbursement.

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

JAN-25-2017-64

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the worker's compensation claim of Ronnie Moon in the amount of Five Thousand Seven Hundred Ninety Nine and 02/100 (\$5,799.02) Dollars.

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

JAN-25-2017-65

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of Johnny Cole in the amount of Three Hundred Thirty Five Thousand and 00/100 Dollars (\$335,000) plus the funding of a professionally administered Medicare set aside annuity at a cost of One Hundred Thirty One Thousand One Hundred Six and 24/100 Dollars (\$131,106.24).

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

JAN-25-2017-66

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the lawsuit styled Taylor Leonard v. Jefferson County, Alabama, et al., Case No. CV 2016 900327, in the amount of One Hundred Thousand and no/100 (\$100,000.00) Dollars. Be it further resolved by the Commission that the Director of Finance is hereby directed to issue a check in the amount of \$100,000 made payable to "Taylor Leonard and Belt & Bruner, PC" and forwarded to the County Attorney for disbursement.

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

JAN-25-2017-67

WHEREAS, the county Fleet Manager has determined the following retired rolling stock to be surplus and of no further use to the County; and

WHEREAS, the retired rolling stock to be deemed surplus is identified below:

ID	Mileage	Serial Number Number	Equipment Type	Description AssetYear
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M0360108 115,336 1HFSC470X3A210638 03 HOND GL18003 Motorcycle
GL 031610/2003
18003G/W 03

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the above stock is declared surplus.

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

JAN-25-2017-68

JEFFERSON COUNTY COMMISSION
CONSTABLE BONDS
RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the constable bond of the following be, and the same hereby is, properly approved, and that the President of this Commission be, and hereby is authorized, directed and empowered to note the approval of the County Commission of Jefferson County, Alabama, upon the constable bond of the following duly elected individuals:

Clarence W. (Larry) Allred
Roosevelt Johnson
Stephen A. Moseley
Joseph Ray (Joe) Williams
Charles R. Winston III
Jonathan O. Barbee
David S. Clark
Ronnie Dixon

James R. (Jim) Franklin
Valencia Lavender
Tara G. Nix
Walter Wilson
James K. Atkinson
Wanda Fay Bryant
Roderick B. Dixie
Gilbert F. Douglass III

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

JAN-25-2017-69

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an agreement between Jefferson County, Alabama and Environmental Systems Research Institution, Inc., in the amount of \$120,700.00.

STATE OF ALABAMA)
JEFFERSON COUNTY)

CONTRACT NO. 00008175

Contract Amendment No. 1

This Amendment to Contract entered into the 16th day of December 2016, between Jefferson County, Alabama, hereinafter referred to as "the County, and ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, Inc., hereinafter referred to as the "Contractor" to provide GIS Mapping Software maintenance.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

The original contract between the parties referenced above was approved by the Commission on March 3, 2016; minute book 169, pages(s) 398 399 is hereby amended as follows:

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

Contract term December 16, 2016 through December 15, 2017.

7. COMPENSATION:

Contractor shall be compensated in the amount of \$120,700.00, reference ESRI quotation number 25757795, attached and incorporated herein by reference.

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

JEFFERSON COUNTY COMMISSION
Jimmie Stephens, President
Jefferson County Commission

Environmental Systems Research Institution, Inc.
Chris Johnson
Manager, Commercial & Government Contracts

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

JAN-25-2017-70

WHEREAS, the Jefferson County Commission previously determined that the expenditure of funds in support of the passage of Amendment 14 served a public purpose and passed a resolution to that effect; and

WHEREAS, 14 Protect AL is a 501(c)(3) organization that was dedicated to promoting and advertising the benefits of the passage of Amendment 14 to citizens, including those of Jefferson County; and

WHEREAS, 14 Protect AL has outstanding debt as a result of its promotional efforts of Amendment 14 and has requested additional financial assistance from the Jefferson County Commission to assist in the payment of that outstanding debt; and

WHEREAS, the Jefferson County Commission determines that providing additional financial assistance to 14 Protect AL for said expenditures clearly serves a public purpose.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Finance is hereby directed to pay the attached invoice submitted by 14 Protect AL in the amount of \$96,500.00.

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

JAN-25-2017-71

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be and is hereby authorized to execute an amendment 1 to the agreement between Jefferson County, Alabama and the City of Center Point to share responsibility for Polly Reed Road.

BE IT FURTHER RESOLVED that Amendment No. 1 – Contract #7684 is in status "Pending Contract Review" process and will be available for record in the Minute Clerk's Office upon completion.

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

JAN-25-2017-72

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of the following described matter(s) approved by Mike Hale, in his capacity as duly elected Sheriff of Jefferson County, Alabama.

UAB TASC	\$160,000.00
Lathan Associates Architects, PC	\$40,000.00
Municipal and Commercial Uniforms, Inc.	\$320,000.00

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

Motion was made by Commissioner David Carrington and seconded by Commissioner Sandra Little Brown that by unanimous consent the following item(s) be added as New Business. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

JAN-25-2017-73

ADDENDUM NO. 1
For Week of 01/06/2017 – 01/12/17
Committee Meeting JANUARY 24, 2017
For Commission Approval
JANUARY 25, 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 JANUARY 20, 2017

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1. RECOMMENDED FOR GENERAL SERVICES-BIRMINGHAM PUBLIC SAFETY (JAIL) FROM BLACK CREEK INTEGRATED, IRONDALE, AL TO UPGRADE SECURITY CAMERAS TO BE COMPATIBLE WITH VOCIN'S VIDEO MANAGEMENT SOFTWARE VERSION 7.1. (SOLE SOURCE)

REFERENCE BID # N/A

REFERENCE MUNIS BID # N/A

PURCHASE ORDER #1702902

\$57,500.00

2. RECOMMENDED FOR GENERAL SERVICES-BIRMINGHAM PUBLIC SAFETY (JAIL) FROM BLACK CREEK INTEGRATED, IRONDALE, AL, TO PURCHASE TWELVE (12) 16-CHANNEL ENCODERS TO REPLACE OBSOLETE KTX-4, QUOTE NO. S038294Q, DATED: 01/05/2017. (SOLE SOURCE)

REFERENCE BID # 145 – 15

REFERENCE MUNIS BID # N /A

PURCHASE ORDER #1702905

\$52468.80

Motion was made by Commissioner David Carrington and seconded by Commissioner Joe Knight that the above Purchasing Report Addendum No. 1 submitted for unanimous consent be hereby approved. Voting "Aye" Sandra Little Brown, David Carrington, Joe Knight and Jimmie Stephens.

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 A.M. Thursday, February 9, 2017.

James A. Stephens
President

ATTEST:
Millie Diliberto
Minute Clerk