

ST. CLAIR COUNTY COMMISSION MEETING JANUARY 9, 2018

The St. Clair County Commission met in regular session on January 9, 2018 in the County Commission Chambers of the St. Clair County Courthouse Annex #1 (Administrative Center) in Ashville, Alabama.

Members Present: Jeff Brown, Chairman Pro-tem and
Commissioner District One
Vacant, Commissioner District Two
Tommy Bowers, Commissioner District Three
Jimmy Roberts, Commissioner District Four

Members Absent: Paul Manning, Chairman

Others Present: Laura Lawley, Administrator
Tina Morgan, Deputy Administrator
Donna Wood, CFO
Dan Dahlke, Engineer
Gary Hanner, St. Clair Times
James E. Hill, III, County Attorney
Jay Watson, Maintenance
Lymon Lovejoy, Visitor

CALL TO ORDER

Chairman Pro-tem Brown declared a quorum present at 9:11 a.m. and called the meeting to order.

APPROVAL OF AGENDA

On a motion by Commissioner Bowers, seconded by Commissioner Roberts, with all voting aye, it was

RESOLVED, that the Agenda be approved as presented.

APPROVAL OF MINUTES

On a motion by Commissioner Roberts, seconded by Commissioner Bowers, with all voting aye, it was

RESOLVED, that the minutes of the regular meeting on December 21, 2017 be approved with the exception of those that are questioned by any Commissioner before the close of business today.

ENGINEER'S REPORT

The first item of the Engineer's report was an informational item updating the road crews.

The next item was to discuss contract for PWB 23 Boathouse Relocation at Canoe Creek. There was one bidder. Dan negotiated with the bidder and he agreed to \$35,000.00 Dan presented a contract with Eric Mackey Construction, Inc. A General Fund budget amendment in the amount of \$37,000.00 to cover the expense sign installation was requested. On a motion by Commissioner Bowers, seconded by Commissioner Roberts, with all voting aye, it was

RESOLVED, that the contract for PWB 23 Boathouse Relocation at Canoe Creek is awarded to Eric Mackey Construction, Inc. in the amount of \$35,000.00 and general fund budget amendment in the amount of \$37,000.00 to cover the expense of sign installation is

approved. (Contract to be made a part of these minutes as Attachment #1)

The next item was to discuss agreement with JM Wood Auction Company for rotation of Tri-axle dump trucks. On a motion by Commissioner Roberts, seconded by Commissioner Bowers, with all voting aye it was

RESOLVED, that agreement with JM Wood Auction Company for rotation of Tri-axle dump trucks is approved. (Agreement to be made a part of these minutes as Attachment #2)

The next item was to discuss Resolution 2018-17 with ALDOT regarding Roundabout Construction at intersection of US-231, US-411, and CR-33 in support of the project. On a motion by Commissioner Bowers, seconded by Commissioner Roberts, with all voting aye it was

RESOLVED, that Resolution 2018-17 with ALDOT regarding Roundabout Construction at intersection of US-231, US-411, and CR-33 in support of the project is approved. (Resolution to be made a part of these minutes as Attachment #3)

The next item was to discuss Resolution 2018-18 for the Installation and/or Maintenance of Traffic Control Signals and/or Street Lighting for HSIPF-0053(572) Roundabout Construction at SR-53(US-231) and SR-25(US-411)/CR-33 intersection for maintenance of the project. On a motion by Commissioner Roberts, seconded by Commissioner Bowers, with all voting aye it was

RESOLVED, that Resolution 2018-18 for the Installation and/or Maintenance of Traffic Control Signals and/or Street Lighting for HSIPF-0053(572) Roundabout Construction at SR-53(US-231) and SR-25(US-411)/CR-33 intersection is approved. (Resolution & Agreement to be made a part of these minutes as Attachment #4)

ADMINISTRATOR'S REPORT

The first item of the Administrator's report was to discuss hiring James Lynn Crow into the Property Maintenance Supervisor I position and hiring Jason Keith Watson into the Property Superintendent position, both to be effective at the beginning of the next pay period. On a motion by Commissioner Bowers, seconded by Commissioner Roberts, with all voting aye, it was

RESOLVED, that James Lynn Crow is hired into the Property Maintenance Supervisor I position and Jason Keith Watson is hired into the Property Superintendent position, both to be effective at the beginning of the next pay period.

The next item was to discuss was travel requests. On a motion by Commissioner Bowers, seconded by Commissioner Roberts, with all voting aye, it was

RESOLVED, that the travel requests that were presented are approved. (List to be made a part of these minutes as Attachment #5)

The next item to discuss was an informational item congratulating Dan Dahlke on his appointment to the ACCA Workers' Compensation Self-Insurers' Fund Board.

COUNTY ATTORNEY'S REPORT

The first item of New Business was to discuss county policy on personal use of computers, internet, E-mail. The County Attorney said it is important for employees to recognize, abide by it and sign it. On a motion by Commissioner Bowers, seconded by Commissioner Roberts, with all voting aye, it was

RESOLVED, that the county policy on personal use of computers, internet, e-mail is approved. (Policy to be made a part of these minutes as Attachment # 6)

The next item was to discuss renewal of inmate medical care contract with Quality Correctional Health Care. On a motion by Commissioner Roberts, seconded by Commissioner Bowers, with all voting aye, it was

RESOLVED, that the inmate medical care contract with Quality Correctional Health Care be renewed, (Contract to be made a part of these minutes as Attachment # 7)

The next item was to discuss was an informational item with Jay Watson giving an update on the ongoing HVAC issues at the Ashville Courthouse.

OLD BUSINESS

There were no items of Old Business.

NEW BUSINESS

The first item of New Business was to discuss request of Bill Richvalsky to award Bid #22 for CAD (computer-aided dispatch) system to Southern Software in the amount of \$192,784.00. On a motion by Commissioner Bowers, seconded by Commissioner Roberts, with all voting aye, it was

RESOLVED, that the Bid #22 for CAD (computer-aided dispatch) system is awarded to Southern Software in the amount of \$192,784.00.

The next item was to discuss request of Janet Smith (Public Transportation) to pay an invoice from Benchmark Dealership without a purchase order in the amount of \$129.40 for a diagnostic charge. On a motion by Commissioner Bowers, seconded by Commissioner Roberts, with all voting aye, it was

RESOLVED, that the request of Janet Smith to pay invoice from Benchmark Dealership without a purchase order in the amount of \$129.40 for a diagnostic charge is approved.

There were no board appointments.

The next item for discussion was to approve payment of the monthly bills. On a motion by Commissioner Roberts, seconded by Commissioner Bowers with all voting aye, it was

RESOLVED, that the monthly bills be approved for payment with the exception of those that are questioned by the Commission before the close of business today.

ST. CLAIR COUNTY COMMISSION MEETING JANUARY 9, 2018

There being no further business, the meeting adjourned, subject to call, at approximately 9:46 a.m. On a motion by Commissioner Roberts, seconded by Commissioner Bowers, with all voting aye.

Absent

Paul Manning, Chairman

Jeff Brown, Chairman Pro-tem

Tommy Bowers, Commissioner

Jimmy Roberts, Commissioner

CONTRACT

THIS AGREEMENT made and entered into this 9th day of Jan. 2018

Two Thousand and eighteen by and between St. Clair County Commission, party of the first part (herein after called the Owner(s)) and Eric Mackey Construction, Inc. Party of the second part (herein after called Contractor),

WITNESSETH, That the Owner(s) and the Contractor, in consideration of the premises of the mutual covenants, considerations, and agreements herein contained, agree as follows:

STATEMENT OF WORK: The Contractor- shall furnish all labor and materials and perform all work for **PWB #23 Boathouse Relocation at Canoe Creek Boat Launch** in strict and entire conformity with the Contract Documents and/or Quote prepared by the Contractor which is hereby made a part of this Agreement.

TIME OF COMPLETION: The WORK shall be to the Boathouse located at Canoe Creek Boat Launch and shall be started commence as soon as possible after the notice to proceed. Work shall be completed in timeframe described in the bid.

COMPENSATION TO BE PAID: The Owner(s) will pay and the Contractor will accept Thirty-five Thousand Dollars, (\$35,000) as full compensation for the performance of all work of items described in the attached bid document for PWB #23. Any changes will have to be approved before additional work can be started.

The Contractor does hereby certify that Contractor is currently licensed by the Alabama State Licensing Board and that certificate for such license bears the following:

License No. 37568

Bid Limit: \$ 200,000

Classification: Construction

Proof of the Contractor's general liability, worker's compensation insurance, a copy of the Contractor's License shall be provided.

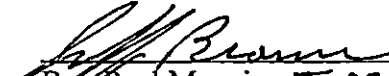

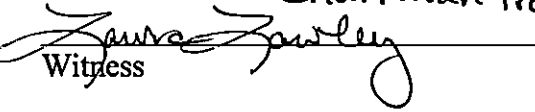
The Contractor and the Owner for themselves, their successors, executors, administrators, and assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto on this day and year first above written have executed this Agreement and its sufficient counterparts to enable each contracting party to have an originally executed Contract each of which shall, without proof or accounting for the other counterparts, be deemed as original thereof.



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.

APPROVALS:


By: Paul Manning

Jeff Brown,
Chairman Pro-Tem

Witness

CONTRACTING PARTIES


By: Contractor

Witness

All contractors and employees are subject to St. Clair County's drug-free workplace policy in substantial compliance with The Alabama Drug-Free Workplace Act of 1995, Ala. Code §§ 25-5-334 et seq.



December 20, 2017

St. Clair County Commission
P.O. Box 397
Ashville, Alabama 35953

Re: Surplus Equipment

Dear Dan:

We want to thank you for allowing J.M. Wood Auction Company, Inc. the opportunity of submitting a proposal on the auction of your surplus equipment. Since 1973, J.M. Wood Auction Co. Inc. has conducted thousands of public auctions and sold billions of dollars of heavy machinery and trucks to buyers across the world. We believe our marketing methods along with our extensive global reach to buyers are necessary for you to achieve the true global market value of your assets.


- ❖ **Auction Location and Date:** The proposed auction will be March 13-16 2018 at our fifty acre permanent auction facility in Montgomery, Alabama.
- ❖ **Traditional Auction Marketing:** J.M. Wood Auction will promote and feature your equipment in our full color auction magazine. A personalized mailing list will be selected from our database of over 100,000 domestic and international buyers. We will select potential buyers to market to by targeting recent buying patterns, trending industries and regional activity. Your auction will be promoted in numerous industry specific trade magazines as well as in over (300) newspapers reaching a broad range of potential buyers.
- ❖ **Online Auction Marketing:** Our team will go to work immediately posting your inventory with multiple photos and inspections on JMWood.com. Our website is an essential tool in reaching thousands of buyers who visit our site daily. Your inventory will also be posted on numerous worldwide industry related sites in front of millions buyers searching for equipment for their operations in countries across the globe. Your equipment will also be featured in J.M. Wood Auction's award winning social media marketing campaign consisting of outlets such as Face book, Twitter, YouTube and more. J.M. Wood Auction has been recognized by both Facebook and Constant Contact as one of their annual top performing marketing companies.
- ❖ **Auction Delivery, Pre Auction Services and Set Up:** We encourage you to schedule delivery of your equipment to the auction facility as soon as possible. This allows adequate time for pre- auction services such as detailed inspection reports, photography, video, clean-up and repairs. J.M. Wood Auction will provide the seller with a detailed report on any repairs and clean-up deemed necessary to make the equipment bring the maximum dollar. No repairs will be made without prior consent from seller. J.M Wood Auction will coordinate an on-

site detailed clean-up service on the equipment listed on the sellers (Exhibit "A"). J.M. Wood Auction will have representatives aggressively marketing your equipment and answering questions from prospective buyers prior to the auction.

- ❖ **Auction Day:** With over 40 years in the auction business, it is in our blood. We live for auction day and it is exciting! When you arrive at one of our world class drive through auction facilities you will find a team of professionals that know and love their job. A detailed auction catalog with lot numbers will be presented to all the pre-approved buyers on hand. The equipment will be paraded past the auction theatre full of attendees and broadcast live on the internet as well. We will furnish all personnel to conduct the auction, collect proceeds, and assist in load-out.
- ❖ **Online Auction Bidding:** JMWoodLive.com is our exclusive proprietary online bidding service. Since its inception we have registered tens of thousands of pre-approved national and international buyers. Multiple photos of the exterior, interior and components of every item will be posted for online buyers. In addition, we provide detailed inspection services on any equipment the prospective buyer may need.
- ❖ **Buyer Services:** Prior to the auction, J.M. Wood Auction provides the buyer with detailed inspection services, financing options and logistical estimates. After the auction, we will coordinate logistics as well as dismantle and containerize equipment headed to the port.
- ❖ **Post Auction and Payment Terms:** J.M. Wood Auction will furnish a computerized statement of each item sold. We will issue seller a check for full settlement within twelve (12) banking days after the date of auction. Any service fees incurred such as clean-up, repairs, and transportation will be deducted from seller's final net proceeds.
- ❖ **Liens and Encumbrances:** Auctioneer acts as Sellers agent. Seller guarantees that he/she is the sole owner of items being sold and states that items are free of all mortgages liens and encumbrances. Seller agrees to disclose any and all specific liens, blanket liens, mortgages, taxes, encumbrances or claims of any sort and states he is not connected to claim by Bankrupt Court or IRS. In the event such claim should exist Seller agrees to pay all legal expense incurred by Auctioneer to protect and defend clear title. Seller hereby authorizes J.M. Wood Auction Co., Inc. (hereby known as Auctioneer) at the absolute discretion of Auctioneer to carry out title searches in respect of the equipment at the expense of Seller, but in no case shall Auctioneer have a duty to conduct, nor be responsible for the results of any such title search.
- ❖ **(Financial Guarantee)**
J.M. Wood Auction Company, Inc. gives St. Clair County Commission a gross financial guarantee of \$840,000.00 for the equipment listed on the attached (Exhibit "A"). A commission rate of 6% Absolute will be charged to gross sales.

We would like to thank you for allowing J.M. WOOD AUCTION COMPANY, INC. to present this proposal to you and we look forward to conducting your auction.

"We Turn Equipment Into Cash"



St. Clair County Commission **Jeff Brown,**
Chairman Protem

1-9-18

Date

John D. Gray, Vice President
J.M. Wood Auction Co., Inc

Date

Bryant S. Wood, President
J.M. Wood Auction Co., Inc.

Date

Ruston R. Wood, Vice President
J.M. Wood Auction Co., Inc.

Date

THIS DOCUMENT IS CONFIDENTIAL; IT CONTAINS PROPRIETARY INFORMATION THAT IS INTENDED ONLY FOR USE BY AUTHORIZED J.M. WOOD AUCTION CO., INC. REPRESENTATIVES AND AUCTIONEERS. THIS DOCUMENT MAY NOT BE COPIED OR SHARED WITH ANY PARTY OTHER THAN J.M. WOOD AUCTION CO., INC. UNAUTHORIZED USE IS STRICTLY PROHIBITED.

ST. CLAIR COUNTY INVENTORY

DECEMBER 19, 2017
EXHIBIT "A"

DUMP TRUCKS


- 2017 MACK GU713 GRANITE TRI-AXLE DUMP, S/N 1M2AX07C9HM036577
455 HP Mack MP 8, Allison A/T, 44k rears, 18k front, engine brake, ps, ac, 16' hard ox dump body, 21 yd capacity, air tailgate, electric tarp, 385/65r22.5 front tires, 11r24.5 rear tires, alum. disc front wheels, steel disc rear wheels,
*clean-up
- 2017 MACK GU713 GRANITE TRI-AXLE DUMP, S/N 1M2AX07C4HM036578
455 HP Mack MP 8, Allison A/T, 44k rears, 18k front, engine brake, ps, ac, 16' hard ox dump body, 21 yd capacity, air tailgate, electric tarp, 385/65r22.5 front tires, 11r24.5 rear tires, alum. disc front wheels, steel disc rear wheels,
*clean-up
- 2017 MACK GU713 GRANITE TRI-AXLE DUMP, S/N 1M2AX07C9HM036575
455 HP Mack MP 8, Allison A/T, 44k rears, 18k front, engine brake, ps, ac, 16' hard ox dump body, 21 yd capacity, air tailgate, electric tarp, 385/65r22.5 front tires, 11r24.5 rear tires, alum. disc front wheels, steel disc rear wheels,
*clean-up
- 2017 MACK GU713 GRANITE TRI-AXLE DUMP, S/N 1M2AX07C0HM036576
455 HP Mack MP 8, Allison A/T, 44k rears, 18k front, engine brake, ps, ac, 16' hard ox dump body, 21 yd capacity, air tailgate, electric tarp, 385/65r22.5 front tires, 11r24.5 rear tires, alum. disc front wheels, steel disc rear wheels,
*clean-up
- 2017 MACK GU713 GRANITE TRI-AXLE DUMP, S/N 1M2AX07C6HM036579
455 HP Mack MP 8, Allison A/T, 44k rears, 18k front, engine brake, ps, ac, 16' Warren dump body, 19 yd capacity, air tailgate, electric tarp, 385/65R22.5 front tires, 11r24.5 rear tires, alum. disc front wheels, steel disc rear wheels,
*clean-up
- 2017 MACK GU713 GRANITE TRI-AXLE DUMP, S/N 1M2AX07C6HM036580
455 HP Mack MP 8, Allison A/T, 44k rears, 18k front, engine brake, ps, ac, 16' Warren dump body, 19 yd capacity, air tailgate, electric tarp, 385/65R22.5 front tires, 11r24.5 rear tires, alum. disc front wheels, steel disc rear wheels,
*clean-up

CONDITIONS OF MACK GUARANTEE

1. Vehicles must be in road-worthy condition, including engine (example; water in the oil or excessive blow-by not acceptable). Brakes must be at least 60%.
2. Body damage on cab or body is not accepted. Broken glass not accepted, any factory-installed equipment must be in working condition (radio, air conditioner, lights, dump body tarps, etc.). All units must crank by the key.
3. Tires must have sound casing, average 60% remaining tread with original rubber in all positions. Each Mack Truck must have matched tread on rear axles.
4. Trucks must be delivered with clear and acceptable titles at time of sell.
5. Dump Body and Flat Body all hoist working properly, no hydraulic leaks, PTO working properly, sidewalls and floors in saleable condition (no bends, pits, or breaks).
6. Trucks must be delivered with on road fuel. No "OFF ROAD" fuel is acceptable and will require that we replace the fuel and fuel filters on the units in question.

ATTENTION: All repairs must be performed on the equipment as set forth in this report. If any of the above listed repairs are not performed or minimum requirements not met J.M. Wood Auction Co., Inc will have the repairs completed and deducted from seller's proceeds. ALL EQUIPMENT MUST BE IN THE SAME OR BETTER WORKING CONDITION, AS WHEN THIS CONDITION REPORT/APPRaisal WAS DONE. Should any of the foregoing conditions not be met, the equipment will be subject to reappraisal and/or reevaluation by an agent of J.M. Wood Auction Company, Inc.

"We Turn Equipment Into Cash"


 St. Clair County Jeff Brown, Chairman Protem Date 1-9-18

 Russ Wood, Vice President
 J.M. Wood Auction Co., Inc.

 Date

 Bryant Wood, President
 J.M. Wood Auction Co., Inc.

 Date

 John D. Gray, Vice President
 J.M. Wood Auction Co., Inc.

 Date

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TOTAL FOR TRUCK AND BEDS	\$853,554.00
LOWBOY TRUCK	\$0.00
ACCA 1% FEE (MAX \$5,000)	\$5,000.00
2018 MONEY OUT	\$858,554.00
MONEY FROM AUCTION	\$789,600.00
2017-2018 MONEY OUT AFTER AUCTION	\$68,954.00

RESOLUTION 2018-17

WHEREAS, the County of St. Clair Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on SR-53 (US-231) and SR-25 (US-411/CR-33) within the Limits of St. Clair County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: HSIPF-0053(572) Roundabout Construction at SR-53(US-231) and SR-25(US-411)/CR-33 Intersection.

WHEREAS, The Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, The Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Commission of St. Clair County, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Administrator are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

This project reconfigures the intersection of SR-53 (US-231) and SR-25 (US-411/CR-33).

Please refer to: Project Notes (Sheet 2G)

Please refer to: Lighting Plan Notes (Sheet 2-H)

Please refer to: General Traffic Control Plan Notes (Sheet 2-I)

Please refer to: General Signing Plan Notes (Sheet 12)

Please refer to: Traffic Control Plan and Sequence of Construction (Sheets 32-32H)

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit .

encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the County agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 9th day of January, 2018.

ATTEST

Gaura Sawley
County Administrator

Jeff Beaman
~~Commission Chairman~~
Chairman
Pro-Tem

I, the undersigned, County Administrator of St. Clair County, do hereby certify that the above and foregoing is a true and correct copy of a resolution duly and lawfully adopted by the Commission of the foregoing County, at its regular meeting held on the 9th day of January, 2018, which resolution is on file in the office of the County Administrator.

Given under my hand and the official seal of such County this 9th day of January, 2018.

Gaura Sawley
COUNTY ADMINISTRATOR

✓

RESOLUTION NUMBER 2018-18

BE IT RESOLVED, by St. Clair County, Alabama, that the County enter into an agreement with the State of Alabama acting by and through the Alabama Department of Transportation for:

The Installation and /or Maintenance of Traffic Control Signals and/or Street Lighting for:

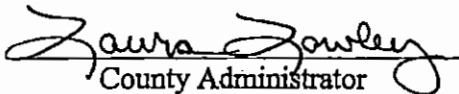
Project Number: HSIPF-0053(572) Roundabout Construction at SR-53(US-231)
and SR-25(US-411)/CR-33 Intersection

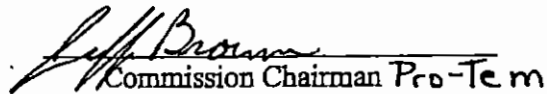
which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Commission Chairman for and in its behalf and that it be attested by the County Administrator and the seal of the County be affixed thereto.

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

Adopted and approved this 9th day of January, 2018.

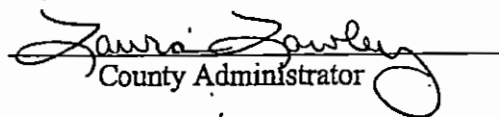
ATTESTED:
(SEAL)


County Administrator


Commission Chairman Pro-Tem

I, the undersigned qualified and acting County Administrator of St. Clair County, Alabama; do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County, named therein, at a regular meeting of such Commission held on the 9th day of January, 2018, and that such resolution is on file in the office of the County Administrator.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 9th day of January, 2018.


County Administrator

#4

For Official Use Only: ALDOT Agreement Number: _____

Region Tracking Number: _____ Project Number: HSIPF-0053(572)

Region: ECR - Birmingham County: ST. CLAIR

**STATE OF ALABAMA acting by and through the
ALABAMA DEPARTMENT OF TRANSPORTATION: AGREEMENT for the
INSTALLATION and/or OPERATION and/or MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or
ROADWAY LIGHTING**

This Agreement, in accordance with resolution number _____ dated (or minutes dated) _____ attached hereto and made part of this Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE) and the ST. CLAIR COUNTY (herein referred to as MAINTAINING AGENCY) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation	(E) Maintenance
Traffic Control Signal:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intersection Flashing Signal/Beacon:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roadway Lighting:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The accomplishment of the work indicated by the alphabetic letter of "X" marked in the check-box(es) above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, D, and/or E as applicable, will be at the following location(s): *{Example: AL-3/US-31 @ Main Street [A, D, & E] denotes the installation, operation, and maintenance of the equipment installed}* NOTE - If more space is needed, please use continuation sheets.

SR-53(US-231) & SR-25(US-411)/CR-33 [A, D & E]

Flashing Signal Removal -- Not in Plans [C]

- In the event the work to be accomplished above is identified by (A) and/or (B), the STATE MAINTAINING AGENCY will furnish and the STATE MAINTAINING AGENCY will install the equipment and/or associated hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the MAINTAINING AGENCY will be credited or debited for under-runs or overruns respectively, the "Exhibit O" is attached to and made part of this Agreement.

2. The equipment and/or associated hardware shall be installed in accordance with the applicable portions of the:
 - A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.
 - B. State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
 - C. National Electrical Code, current edition.
 - D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.
 - E. Code of Alabama, 1975 (as Amended) with specific reference to:
 - (1) §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].
 - (2) §32-5A-32, Traffic – Control signal legend.
 - (3) §32-5A-33, Pedestrian – Control signals.
 - (4) §32-5A-34, Flashing signals.
 - (5) §32-5A-35, Lane – Direction – Control signals.
3. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the MAINTAINING AGENCY furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the MAINTAINING AGENCY shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE's Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE's Bureau of Materials and Tests.
4. Title to any and all equipment and/or associated hardware furnished by the STATE shall remain in the STATE and the STATE is deemed to be the sole owner of such equipment and/or hardware.
5. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the MAINTAINING AGENCY. The MAINTAINING AGENCY agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The MAINTAINING AGENCY agrees further to maintain the equipment and/or associated hardware in a good state of repair at all times, as required in accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be maintained in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of the maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the MAINTAINING AGENCY shall make or cause to be made any repairs immediately. If a malfunction presents a potential hazard to the motoring public and the MAINTAINING AGENCY is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the MAINTAINING AGENCY agrees that the STATE reserves the right to and may repair the equipment and/or associated hardware, and invoice the MAINTAINING AGENCY for all costs incurred. The MAINTAINING AGENCY agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.

5a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the MAINTAINING AGENCY shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.

6. A. Unwarranted traffic control signal. (Mark with "X" if applicable in check-box)

If the installation is identified on page one as (A) "New Installation" or (B) "Equipment Upgrade" with "Traffic Control Signal:" marked, and this installation is requested by the MAINTAINING AGENCY and the signal is unwarranted as marked above, then upon installation of the equipment and/or associated hardware, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the installation, operation, and maintenance of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused.

B. All other work. (Mark with "X" for the appropriate type of MAINTAINING AGENCY in appropriate check-box)

The CITY (Incorporated Municipality)

Subject to the limitations on damages applicable to municipal corporations under Alabama Code § 11-47-190(1975), the CITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of, connected with, resulting from, or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction or tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorney's fees, caused by the negligent, careless, or unskillful acts of the CITY, its agents, servants, representatives, or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation, or reimbursement by the CITY, its agents, servants, representatives, or employees, or anyone for whose acts the CITY may be liable.

The COUNTY (County Government or Agency)

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

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

The term "hold harmless" includes the obligation of the MAINTAINING AGENCY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

7. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the STATE MAINTAINING AGENCY.
8. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE determine that the signal is no longer required or deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the MAINTAINING AGENCY fail to do so upon demand by the STATE. The MAINTAINING AGENCY agrees to reimburse the STATE for its costs associated with the removal. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the MAINTAINING AGENCY. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.
9. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the MAINTAINING AGENCY shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the MAINTAINING AGENCY.
10. In the event Federal funds are utilized in the accomplishment of the work hereinbefore described, "Exhibit M" is attached to and made a part of this Agreement.
11. FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be construed as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional Provision or Amendment, then the conflicting provision in this Agreement shall be deemed null and void.

For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

12. The type and number of signal & pedestrian heads per intersection or roadway lighting hardware are as follows: *{Example: 5 – 3 sec, 12", red ball, yellow/green left arrow. OPTION: If plans are available to convey information below, just enter "SEE ATTACHED PLANS".} NOTE – If more space is needed, please use continuation sheets.*

SEE ATTACHED PLANS

Roadway Lighting

TYPE OF SIGNAL		CONTROLLER	
<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Pedestrian Control	Make:	Model #:
<input type="checkbox"/> Flashing	<input type="checkbox"/> Lane Control	<input type="checkbox"/> Fixed Time	<input type="checkbox"/> Two Phase
<input type="checkbox"/> School Flasher	<input type="checkbox"/> Railroad Crossing	<input type="checkbox"/> Semi Actuated	<input type="checkbox"/> Four Phase
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Full Actuated	<input type="checkbox"/> Eight Phase
		<input type="checkbox"/> Other: _____	
		SYSTEM <input type="checkbox"/> YES <input type="checkbox"/> NO	

13. In the event the work to be accomplished is identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the STATE MAINTAINING AGENCY shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible.
14. By entering into this agreement, the MAINTAINING AGENCY is not an agent of the State, its officers, employees, agents or assigns. The MAINTAINING AGENCY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
15. By signing this contract, the contracting parties affirm, for the duration of this 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 this agreement and shall be responsible for all damages resulting there from.

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Region Engineer.

(Seal of OWNER)

St. Clair County Commission
Legal Name of MAINTAINING AGENCY

Attest: Laura Mathis Lawler (Seal or notary signature) By: Jeff Beaman Chairman Pro-Tem
Authorized Signature for MAINTAINING AGENCY

My Commission Expires April 23, 2021
Agreement Recommended for approval:

By: _____
Area Traffic Engineer Signature

STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION

The within and foregoing Agreement is hereby approved on this _____ day
of _____, 20_____.

APPROVED:

RECORDED:

By: _____
Region Engineer Signature

By: _____
State Traffic Engineer Signature

Date: _____
(Added to Archive)

Permit Number _____ Project Number HSIPF-0053(572)
Division ECR BIRMINGHAM County St. Clair

7/18/90

EXHIBIT M

CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

TRAVEL REQUESTS for Jan 4th Work Session and January 9, 2018 meeting

1. Request of Judge Bowling for Johnnie H. Bagwell and Kim Turner to attend the Probate Judges Conference in Montgomery, Alabama on January 16-19, 2018.

Registration = \$500/ea
Meals = \$200/ea. approx.
Lodging = \$394.88/ea
Mileage = \$136.25/ea

2. Request of Rachel Bowling and Susie Washburn to attend Enforcement of License & Taxes in Prattville on March 7-8, 2018.

Registration = \$175.00/ea
Meals = \$50.00/ea
Lodging = \$113.00
Mileage = \$125.00

3. Request of Judge Bowling for Sherry Meeks, Wanda Redmon, Debbie Bowling and Tammy Crowe to attend the Alabama Tax Administrators Association in Prattville, Alabama on January 9-11, 2018.

Registration = \$125/ea
Meals = \$200/ea. approx.
Lodging = \$315.75/ea
Mileage = \$134.07/ea

4. Request of Revenue Commissioner Ken Crowe to attend the 'Introduction to Property Tax Administration' in Montgomery on Jan 31-Feb 2, 2018.

Registration = \$250
Meals = \$150/approx
Lodging = \$94/per night plus tax (1 night)
Mileage = \$136.25/approx

5. Request of Janet Smith and Janet Peoples to attend Dispatcher Training in Montgomery on Feb 8, 2018.

Registration = None
Meals = None
Lodging = None
Mileage = \$138.44

6. Request of Tommy Bowers, Tina Morgan, Donna Wood and any other Commissioner to attend the NACo Legislative Conference on March 3-7, 2018 in Washington, D.C.

Registration = \$490/ea
Meals = \$350/ea. approx.

Lodging = \$250/night plus tax

Airfare = \$300 (approx)

Ground transportation = \$100 (airport shuttle, etc.)



St. Clair County Local Government Internet & Email Acceptable Use Policy

Policy #57

Purpose

The purpose of this policy is to establish guidelines and minimum requirements governing the acceptable use of County-provided Internet Access, electronic mail (e-mail) services. By establishing and maintaining compliance with this policy, risks and costs to the County can be minimized while the valuable potential of these communication tools can be realized, for the benefit of the County and its citizens.

Objectives

The objectives of this policy are to:

1. Ensure that the use of County provided Internet Access, e-mail services are related to, or for the benefit of, county government
2. Define appropriate personal usage of County provided Internet Access and E-mail services
3. Inform users that electronic messages and documents are subject to the same laws, regulations, policies, and other requirements as information communicated in other written formats
4. Minimize disruptions to county government activities from inappropriate use of County provided Internet access and/or email
5. Provide users with guidelines describing their personal responsibilities regarding confidentiality, privacy, and acceptable use of County provided Internet access and email services as defined by this policy
6. Obtain signatures from each employee stating their agreement to this policy. The original will be held in the employee's personnel record in the Manager's office. Department Heads will also be provided a copy

Scope

This policy applies to all full and part-time employees, temporaries, contractors, volunteers, and other individuals who are provided Internet access and/or e-mail services (hereinafter referred to as "users"). Others may be provided Internet access and email services as necessary for their business purpose with St. Clair County (hereafter referred to as "The County"), provided they abide by all applicable rules in this policy.

Policy

It is the policy of St. Clair County to provide technological resources to its employees to enhance their ability to perform their job and to provide a higher level of service to all citizens. To this end, the County will provide guidelines for the use of such technology and train its employees in their proper usage. The County will also require responsible usage of these resources and hold users accountable for inappropriate use.

Background

E-mail is an efficient and timely communication tool that can be used to accomplish government functions and conduct the County's business within its organization, with other governmental agencies, with business partners, and with the public. Email can help county agencies and departments improve the way they conduct business by providing a quick and cost effective means to create, transmit, and respond to messages and documents electronically. Well designed and properly managed e-mail systems expedite business communications, reduce paperwork and automate routine office tasks thereby increasing productivity and reducing costs.

Many of the same benefits can be accorded to the Internet or the World Wide Web. The resources are innumerable. Access to state and federal agencies, other counties, and their agencies along with vendors and businesses prove invaluable on a daily basis.

As with any County-provided resource, the use of the internet and email services, should be dedicated to legitimate county business and is governed by rules of conduct similar to those applicable to the use of other information technology resources. Use of the internet and e-mail service is a privilege, which imposes certain responsibilities and obligations on users and is subject to county government policies and local, state, and federal laws.

Definitions

E-mail - Any mail generated and transferred by electronic means. For our purposes we are defining email as both web-mail and workstation residing mail.

Internet Access - Access to the internet granted to users of the St. Clair County Local Government Network.

Responsibilities

Employees who are provided with Internet access and e-mail service are required to use these resources responsibly. This policy defines responsibilities of those who use these services on a daily basis.

Information Technology Department

The Information Technology Department is responsible for the administration of email services and providing access to the internet. This shall include maintenance of the servers and network that allows these services to take place, installation and updates of the email applications and web browsers, and training in the proper use of the email application. This department will be responsible for maintaining backups of servers and network device configurations. This department shall also provide user training of policy issues, emphasizing acceptable and unacceptable users and respond to questions of interpretation. This department shall be responsible for ongoing review and maintenance of this policy as required by changes in local, state, and federal law and as necessary for local considerations. Major policy changes will be developed in consultation with the County Administrator, County Attorney, County Commission and department heads. This department will also monitor performance and security issues on an on-going basis.

Department Head

It is the responsibility of the Department head to support and administer this policy and to ensure employee knowledge of and compliance with the principles outlined herein, ensuring they are scheduled for and receive training. Department heads may also consider providing additional restrictions and guidelines regarding the use of email and internet access. Department heads should be aware of productivity issues that may arise from the overuse/misuse of email and web surfing.

User

It is the responsibility of each user to understand this policy and use the County provided resources in an acceptable manner. Email from a County resource is not private communication. All information transmitted via the County's Internet/email systems are the property of the County and are subject to inspection by county officials. Disclosure may occur inadvertently when email is forwarded or directed to the wrong recipient or printed to a common area where others can read them.

Because of the various security, legal, and productivity issues referenced in this policy, each user has the following responsibilities:

1. All employees must comply with this policy. Users are expected to understand this acceptable use policy (AUP) and acceptable and unacceptable uses in general. The burden of responsibility is on the user to inquire as to the proper use of the Internet and email.

2. The content of anything exchanged (sent and/or received) via email communications must be appropriate and consistent with county personnel and/or agency policy, subject to the same restrictions as any other correspondence.
3. Email communications, if allowed to accumulate on a server, can quickly consume the server's disk space and cause system problems. Although deletion of unnecessary email communications is encouraged, users should contact the IT Department for proper procedure regarding disposition of email communications.
4. Comply with all applicable federal, state, and local laws and ordinances.
5. Comply with county and department/agency policies, procedures, and standards.
6. Be courteous and follow accepted standards of etiquette.
7. Respect and protect others' privacy and confidentiality.
8. Be responsible for the use of the Internet and their email accounts.
9. Use information technology resources efficiently and productively and for the benefit of the public.

Users should remember that existing and evolving rules, regulations, and guidelines on ethical behavior of government employees and appropriate use of government resources apply to the use of electronic communications systems supplied by the County of St. Clair.

Users may choose to receive county email on their personal mobile devices upon approval from their department head and the IT Dept. Users who do so should understand that this gives St. Clair County the authority to remotely administer and monitor this device, up to and including a remote wipe, in order to protect sensitive data should the device become lost or stolen. County communication is property of the County regardless of the device it resides upon.

Personal Use

Personal use of County provided Internet access and email services are allowed at the department head's discretion with the following restrictions:

1. Users should be aware that personal use is still subject to all of the rules in this policy including inspection and monitoring. Personal use does not imply private use.
2. There must be no cost to the county.
3. Use must be conducted on the user's own time. However, just as personal telephone calls may be permitted providing that they do not interfere with an employee's obligation to carry out their assigned duties in a timely and effective manner, so may personal internet access and email be permitted at the discretion of a Department Head.
4. Use must not interfere with other employees performing their jobs or undermine the use of county resources for official purposes.
5. Use of county technology resources, such as the internet and email, for operating a personal business or for any pecuniary gain for any person or entity is prohibited.

6. Personal use of county resources by an employee neither expresses nor implies sponsorship or endorsement by the county. Users shall be responsible for personal items (pictures, documents, etc.) stored on county devices. In the case of data loss, the County will only be concerned with information pertaining to County business.
7. Accessing personal email (Yahoo, Gmail, Hotmail, etc.) on the St. Clair County network is prohibited as the Technology Department has no control over content of personal email. This is a security risk and opens the network to malicious files.
8. Use of social media (ie. Facebook, Twitter, Instagram, Tinder, etc.) for personal use on the St. Clair County network is prohibited. Department/Agency accounts that are for the use of County business that have been approved by the department head, County Commission and the IT Dept. are permissible. These accounts should have a designated person(s) that administers these accounts.

Acceptable Use

Acceptable internet and/or email activities are those that conform to the purpose, goals, and mission of the County and to each user's job duties and responsibilities. The following list, although not exhaustive, provides some illustrations of acceptable use:

1. Communication and information exchange directly related to the mission, charter or work tasks of the applicable St. Clair County department.
2. Communications for the purpose of maintaining job knowledge and skills or for professional development, this is not limited to but includes education relevant to the User's current job field and is at the discretion of the User's department head.
3. Use in applying for or administering grants or contracts for county government research programs or work related applications.
4. Communications with state agencies, other counties and businesses with which the county conducts business.
5. Acceptable use must be legal, ethical, reflect honesty, and show appropriate restraint in the consumption of shared resources.

Unacceptable Use

Unacceptable use can be defined generally as activities that do not conform to the purpose, goals, and mission of the agency and to each user's job duties and responsibilities. Any Internet access or email usage in which acceptable use is questionable should be avoided.

The following list, although not exhaustive, provides some illustrations of unacceptable uses:

1. Use of email for any purpose that violates a federal, state, or local law.
2. Use for any pecuniary gain for any person or entity.
3. Use for non-profit or charitable activities. This includes the conducting of any non-governmental related fund raising or public relations activities such as solicitation for religious and political causes.

4. The display of any kind of sexually explicit image or document on any county system. In addition, sexually explicit material may not be archived, stored, distributed, edited, or recorded using the county network or computing resources.
5. The display of any derogatory racial or derogatory religious content, political statements, offensive language or any material that may negatively reflect on St. Clair County.
6. Use of any county computing resources for illegal activity is prohibited.
7. No user may use county facilities knowingly to download or distribute pirated software or data. This includes the burning or saving of music or video off of file sharing applications.
8. No user may modify or reconfigure their Internet web browser connection options or email application account information without prior approval from the Information Technology Department.
9. No user may install, modify or uninstall programs or computer settings unless approval has been granted through their Department Head and the Information Technology Department.
10. No user may attempt to disable, defeat, or circumvent any county security feature or facility.
11. The user should not violate intellectual property rights (copyright), information ownership rights, or system security mechanisms.
12. NO hate mail, NO harassment of any form, NO chain letters, NO pornography, NO money opportunity letters.
13. No free standing instant messaging programs. The county provides an instant messaging solution as part of the Mitel phone system's desktop application.
14. Continuous streaming radio and video is prohibited.
15. The use of any encryption method not approved by the IT department or otherwise mandated by a state agency is prohibited.

Training

All employees will be charged with knowledge of and adherence to this policy. Department Heads are charged with providing any and all necessary training before any employee is given access to the network, internet or email.

Monitoring

The IT department will monitor performance and security issues on an ongoing basis and may monitor internet access and email from County resources when authorized by the IT director. Because all activity on County resources involving the internet or email is the property of the County, the County may at any time examine any messages or files on the system. No user should have any expectation of privacy.

Security

Each user is responsible for all actions taken while using his/her user profile, password, or access code. Therefore, none of these should be shared with anyone else (including other employees of the county, except the IT department). They must not be written down and stored, posted anywhere, or stored on the computer system in an unencrypted form.

The examination, modification, copying or deleting of files and/or data belonging to other employees without their prior consent is prohibited, except under the direction of the Department Head or higher authority.

All users are responsible for the prevention of the spread of viruses. Any file, program or document received on removable media devices (CD-ROM, USB thumb drive or external Hard drive), through the internet (including email) or through file transfer must be checked for viruses immediately thereby minimizing the possibility of infecting the County's entire network. The IT department will provide anti-virus software for every computer and server.

Emails and/or attachments from unknown senders should not be opened. If you aren't expecting a particular email that is questionable, contact the IT Department before opening the email or the attachment. Often times, malicious software is distributed via email and is able to bypass security measures in place.

The internet provides easy access to software distributed by companies on a trial basis. The free access does not indicate that the software is free or that it may be distributed freely. Applicable software copyright laws must be followed. In addition, software may not be loaded onto any county computer system without prior approval from the IT director. This includes shareware, freeware, personal software, or internet distributed programs.

Modems or wireless routers shall not be added to any networked computer system without prior approval from the IT Director. Modems provide a backdoor to the county network, which creates significant vulnerability to security threats. Additionally, no home or personal computers will be allowed on the County Network or in county office space. Personal or home computers cannot be guaranteed virus or spy-ware free and thus pose a significant threat to the county network. Possibly infected media transferred from one machine to another is a potential threat to the county network and must be avoided.

Remote Access

Any user or vendor requesting remote access to the County's network should do so through a formal request to the Technology Department of St. Clair County stating what they need to access and the purpose. If approved, the Technology Department will provide the user or vendor with the credentials and information necessary in order to gain access to the County network. This access will be monitored and remote Users shall conduct themselves in accordance with this policy. If there is any questionable activity, the access may be suspended and/or terminated. Remote users shall ensure that the device that they use to connect to the

County network has sufficient antivirus and antimalware software in place. Remote users are solely and exclusively responsible for any damage caused by their use of the system.

Retention of Email

Employees should be aware that when they have deleted a message from their workstation mailbox it might not have been deleted from the central mail system. The message may be residing in either the sender or receiver's mailbox or forwarded to other recipients. Furthermore, the message may be stored on any of the aforementioned backups for an indefinite period. Emails have been classified as "public" documents, which should be kept in mind when you create or store email. Users should delete email messages as soon as possible after reading. An accumulation of files will degrade system performance and response times.

Enforcement and Violations

Violation of this policy may result in termination of Internet Access or email services, possible disciplinary action, up to and including dismissal and criminal charges where appropriate. Termination of services may be at the request or determination of the department head, County Administrator or County Commission. Any disciplinary action will be in accordance with the St. Clair County Personnel Policy.

Conflict Repealer

Any policy, practice or procedure of St. Clair County currently in effect which is in conflict with the provisions of this policy is hereby repealed to the extent of such conflict and only to the extent of such conflict.

Written Agreement Required

The county requires employees to read and signify acceptance of the terms of this policy by printing this page and signing the following "Understanding of Policy" before making Internet Access or email service available.

Signature _____

Date _____

**AMENDMENT TO HEALTH SERVICES AGREEMENT
BETWEEN QCHC, INC. AND ST. CLAIR COUNTY, ALABAMA**

WHEREAS, QCHC, INC., a/k/a Quality Correctional Health Care, ("QCHC"), and ST. CLAIR COUNTY, ALABAMA ("COUNTY"), entered into a three-year HEALTH SERVICES AGREEMENT (the "AGREEMENT") on March 1, 2015, expiring on February 28, 2018; and

WHEREAS, Section 4.2 of the AGREEMENT states that the AGREEMENT "will be renewable for successive one (1) year terms, upon mutual agreement by the parties"; and

WHEREAS, Section 5.1 of the AGREEMENT states that the AGREEMENT "may be amended at any time only with the written consent of both parties"; and

WHEREAS, the COUNTY's fiscal year runs from October 1 through September 30; and

WHEREAS, the parties desire to enter into a short-term extension of the AGREEMENT to line up with the COUNTY's fiscal year; and

WHEREAS, the parties intend to seek a one-year extension of the AGREEMENT, to begin October 1, 2018 for the same monthly cost of \$46,561.08.

THEREFORE, the parties hereby mutually agree to amend the terms of the AGREEMENT as follows:

EXTENSION

PURSUANT to Sections 4.2 and 5.1 of the AGREEMENT, the parties hereby agree to extend the term of the AGREEMENT for the term of March 1, 2018, through September 30, 2018.

The monthly cost for this extension period shall be \$46,561.08 per month, representing a 1.7% increase in the current monthly cost, based on the currently-available CPI figures for medical care inflation.

All other terms and conditions in the AGREEMENT remain the same.

The parties signify their agreement with the above and foregoing by affixing their signatures below:

QCHC, INC.:



BY: JOHNNY BATES, MD

TITLE: PRESIDENT & CEO

DATE: February 16, 2018

**ST. CLAIR
COUNTY, ALABAMA:**



BY: PAUL MANNING

TITLE: CHAIRMAN, COUNTY COMMISSION

DATE: Jan 9, 2018