

STATE OF ALABAMA)

JEFFERSON COUNTY) May 7, 2015

The Commission convened in regular session at the Birmingham Courthouse at 9:10 a.m., James A. Stephens, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Carrington seconded by Commissioner Brown that the Minutes of April 23, 2015, be approved. Voting "Aye" Carrington, Brown, Bowman, Knight and Stephens.

The Commission met in Work Session on May 5, 2015, and approved the following items to be placed on the May 7, 2015, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 4 and Addendum Item 1.
- Commissioner Brown, Community Development and Human Resource Services Committee 1 through 10 and Addendum Item 2.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 14 and Addendum Item 3.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 through 3.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 29.

A Public Hearing was held to receive comments on proposed amendments to the Jefferson County Zoning Regulations pertaining to the regulation of telecommunications facilities and new regulations for the purpose of repealing the existing U-2 Communication Tower District regulations and establishing a new procedure for the review and approval of telecommunications facilities.

Comments were received from Glyn Agnew with AT&T.

The Commission took no action.

May-7-2015-366

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF
WITH RESPECT TO
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

WHEREAS, pursuant to the provisions of the above Acts 581, 422 and 634 of the General Acts of Alabama, aforesaid and upon the recommendations of the Jefferson County Planning and Zoning Commission, this Jefferson County Commission did advertise a public hearing as prescribed by law, and

WHEREAS, this County Commission did hold such public hearing, as advertised, in the Jefferson County Courthouse, Birmingham, Alabama for the purpose of entertaining a public discussion of the amendment at which parties in interest and citizens were afforded an opportunity to voice their approval or raise objections, and

WHEREAS, after due consideration of the recommendations aforesaid and as a means of further promoting the health, safety, morals and general welfare of the County, this Jefferson County Commission does hereby approve and adopt the herein contained amending provisions for the purpose among others, of lessening congestion in roads and streets; encouraging such distribution of population and such classification of land uses as will tend to facilitate economical drainage, sanitation, education, recreation and/or occupancy of the land in the County.

BE IT FURTHER RESOLVED that the President is hereby authorized and directed to execute all zoning maps and detail sheets and documents as may be necessary and appropriate to carry out this action.

Z-2015-007 Charles T. and Patricia A. Howard, owners; Jack Brown, agent; requests a change of zoning on Parcel ID# 13-14-2-001-011.000 and part of Parcel ID#s 13-14-2-001-012.000 in Section 14 Twp 16 South Range 2 West from 1-4 (Industrial Park) to 1-1 (Light Industry) for compliance for a truck service operation with outdoor storage (temporarily permitted by variance) and for compliance and to consolidate zoning on property housing an existing tubular products company. (Case Only: 1420 Hildegard Drive and 4280 Pinson Valley Parkway, Birmingham, AL 35215)(PINSON VALLEY)(8.2 Acres M/L)

Motion was made by Commissioner Carrington seconded by Commissioner Brown that Z-2015-007 be approved. Voting "Aye" Carrington, Brown, Bowman, Knight and Stephens.

May-7-2015-367

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Physician Services Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services (CGMHS) and Paul O'Leary, M.D. to provide medical psychiatric services to the CGMHS outpatient clinics up to 32 hours per week for the period April 1, 2015 - March 31, 2017 in an amount not to exceed \$320,000 annually.

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

May-7-2015-368

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Addendum to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Medifax-EDI, LLC, an Emdeon company to provide enrollment/eligibility services via the internet ending September 30, 2015 in the amount of \$90,000.

ADDENDUM TO AGREEMENT

Between

MEDIFAX-EDI, LLC

And JEFFERSON COUNTY ALABAMA D/B/A COOPER GREEN MERCY HOSPITAL

The PROFESSIONAL SERVICES CONTRACT by and between Medifax-EDI, LLC, an Emdeon company ("Contractor") and Jefferson County Alabama d/b/a Cooper Green Mercy Hospital ("County"), dated September 1, 2012, and the Addenda and Riders, if any, thereto (collectively the "Contract"), are hereby amended as follows:

1. Section 3 is hereby deleted in its entirety and replaced with the following:

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render services to Jefferson County Commission after the effective date of this Contract. The Contract term expires on September 30, 2015. Contractor shall have no obligation to deliver the Products and/or Services to be provided hereunder following the expiration of the term; however, in the event Contractor inadvertently fails to terminate delivery of; and County continues to utilize, such Products and/or Services notwithstanding the expiration of the term, County shall pay for such continued use at the same rates applicable to any such use made during the term, provided that any applicable monthly fees incurred following expiration of the term shall be prorated to the last date of County's use. .

2. The effective date of this Addendum shall be the date on which Contractor executes this Addendum (the "Addendum Effective Date").

3. The definitions of terms appearing in the Contract shall apply to such terms as used in this Addendum.

Except as modified by this Addendum, the terms and conditions of the Contract remain in full force and effect, and this Addendum shall be deemed part of the Contract. In the event of a conflict between a provision of this Addendum and a provision of the Contract, the provision of this Addendum shall govern.

AGREED TO AND ACCEPTED BY:

JEFFERSON COUNTY ALABAMA D/B/A COOPER GREEN MERCY HOSPITAL

James A. Stephens, President - Jefferson County Commission

MEDIFAX-EDI, LLC, an Emdeon company

Shawn L. Verger, Vice President, Assistant General Counsel

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye"

Knight, Bowman, Brown, Carrington and Stephens.

May-7-2015-369

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Change Order No. 1 to the Agreement between Jefferson County, Alabama and Montgomery Environmental, Inc. for the 2121 Building Roof Appendage Modifications to reconcile construction change directives which decreases agreement by \$15,000 to a total of \$119,800.

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

May-7-2015-370

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Change Order No. 1 to the Agreement between Jefferson County, Alabama and Syms Contractors, Inc. for the Ketona Sign Shop Metal Roof Replacement to reconcile construction change directives which decreases agreement by \$5,000 to a total of \$51,629.

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

May-7-2015-371

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and Birmingham Armored, Inc. which increases agreement by \$792.82 per month for additional services for Revenue and the Tax Collector.

Contract Amendment No. 1

This Amendment to Contract entered into the 29th day of October, 2014, between Jefferson County, Alabama, herein after referred to as "the County, and Birmingham Armored, Inc., hereinafter referred to as the "Contractor" to provide Armored Car Transportation Services.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

The contract between the parties which was approved by the Jefferson County Commission on October 29, 2014, recorded in minute book 167 pages 204 - 207, is hereby amended to reflect the following:

- Amendment No. 1

Due to change in bank vault services effective November 3, 2014, by BB&T from Loomis to Brinks, Contractor is required to travel to an additional location daily for the Revenue and Tax Collector Departments of Jefferson County. The cost associated with this addition to the established route is \$792.82 per month. Total annual increase in contract will be \$9,513.84.

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

CONTRACTOR

Jack D. Cagle, Jr., President - Birmingham Armored, Inc.

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

May-7-2015-372

WHEREAS, the Jefferson County Commission originally approved a resolution on March 13, 2014, in Minute Book 166, Page 138 authorizing an agreement between Jefferson County, Alabama and Richard Sprouse Construction, Inc. for the Clay Senior Center Renovation project (CDBG12-03A-M04-CSC); and

WHEREAS, said agreement was previously amended on September 11, 2014 in Minute Book 167, Pages 22-23.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to execute an Amendment and Change Order #2 to extend the contract period an additional 61 calendar days. The new completion date is May 31, 2015. The agreement is from Program Year 2012 federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter call "the County," and Richard Sprouse Construction, Inc., hereinafter call the "the Contractor" to provide construction services for the Clay Senior Center Renovation project (CDBG12-03A-M04-CSC). The effective date of this agreement shall be March 26, 2014.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and WHEREAS, the Contractor desires to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on March 13, 2014, in Minute Book 166, Page 138, and

Said Agreement was previously amended on September 11, 2014 in Minute Book 167, Pages 22-23; is hereby amended as follows:

1. The purpose of this Amendment is to extend the contract time an additional 61 calendar days. The new completion date is May 31, 2015.

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

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

CONTRACTOR
Richard Sprouse
Richard Sprouse Construction, Inc.

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

May-7-2015-373

WHEREAS, the Jefferson County Commission previously approved a resolution on July 24, 2014 in Minute Book 166, Page 510 authorizing an Agreement between Jefferson County, Alabama and Syms Contractors, Inc. for the Fairfield Willie Mays Park Improvements Project (CDBG12-03F-M01-FWM); and

WHEREAS, the Agreement was previously amended on February 5, 2015 in Minute Book 167, Page 493.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to execute the Amendment and Change Order to extend the contract period an additional 69 calendar days and increase the contract amount an additional One thousand Eight hundred Ninety Five and no/100 Dollars (\$1,895.00). The new completion date is May 31, 2015. This Agreement is from Program Year 2012 Federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter call "the County," and Syms Contractors, Inc., hereinafter call the "the Contractor" to provide construction services for the Fairfield Willie Mays Park Improvements Project (CDBG12-03F-M01-FWM). The effective date of this agreement shall be August 5, 2014.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and WHEREAS, the Contractor desires to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on July 24, 2014 in Minute Book 166, Page 510, and

Said contract was previously amended on February 5, 2015 in Minute Book 167, Page 493, is hereby amended as follows:

1. Extend the contract time an additional 69 calendar days. The new completion date is May 31, 2015; and
2. Increase the contract amount an additional One Thousand Eight Hundred Ninety Five and no/100 Dollars (\$1,895.00). The cost is for additional work which is listed on the attached change order form.

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

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

CONTRACTOR
Jarrod Sim
Syms Contractors, Inc.

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

May-7-2015-374

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign Amendment #1 to the WIA Youth agreement with The Dannon Project. The amendment increases the agreement from \$478,114.39 to \$496,665.23 and adds an intensive leadership services component. All other terms of the agreement remains unchanged.

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

May-7-2015-375

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Fairfield Sidewalk Improvements Project (CDBG13-03L-M01-FSW), such bids having been opened on April 14, 2015, and listed as follows:

<u>Contractor</u>	<u>Base Bid</u>	<u>Notation</u>	<u>Alternate #1</u>	<u>Total Bid</u>
Richard Sprouse Construction	\$ 99,980.00	None	\$ 3,000.00	\$102,280.00
Coston General Contractors Inc.,	\$ 82,501.00	(\$4,000)	\$30,023.00	\$108,524.00
Gillespie Construction LLC.	\$114,716.00	None	\$ 5,000.00	\$119,716.00

WHEREAS, after tabulation by CEAssociates and consideration by the Jefferson County Office of Community & Economic Development, it has been recommended that the contract be awarded to the lowest responsible bidder, Coston General Contractors, Inc., for a total bid amount of \$108,524.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, and be hereby is authorized, empowered and directed to award and execute an agreement for the construction of the Fairfield Sidewalk Improvements (CDBG13-03L-M01-FSW) to Coston General Contractors, Inc., for the bid amount of \$108,524.00, for a total amount of One Hundred Eight Thousand Five Hundred Twenty Four and 00/100 Dollars (\$108,524.00). The bid tabulation received from CEAssociates showed that the lowest grand total bidder was Sprouse Contractors, Inc., however; their bid for Alternate #1 was not a responsible bid according to the consultant. Therefore the lowest responsible bidder recommended by the consultant is Coston General Contractors. Inc. This project will be paid for with federal Community Development Block Grant Funds. This project is from the Program Year 2013.

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

May-7-2015-376

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grants Program for Fiscal Year 2014; and

WHEREAS, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed before implementing any grant funds from the Department of Housing and Urban Development under the Emergency Solutions Grants Program (ESG); and

WHEREAS, the Jefferson County Office of Community and Economic Development has completed the federally mandated Environmental Review for each program listed below as required by applicable laws and regulations; and

WHEREAS, the Chief Executive Officer of the jurisdiction is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by Jefferson County, AL.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President James A. Stephens is authorized, directed and empowered to execute the Certification of Categorical Exclusion (not subject to §58.5) and the Documentation of Requirements 24 CFR 58.6 for the following ESG programs.

First Light, Inc. (HESG14-ES-FL)

One Roof (HESG14-HMIS-OR)

Pathways (HESG14-ES-PW)

Urban Ministry, Inc. (HESG14-RR-UMI)

YWCA- Family Violence Center (HESG14-ES-RR-YFV)

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

May-7-2015-377

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has awarded to Jefferson County, Alabama Community Development Block Grant Disaster Recovery funds for the purpose of assisting recovery in the most impacted and distressed areas declared a major disaster in 2011 under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). In order to receive said funds, Jefferson County had to submit to HUD a Substantial Amendment along with the Standard 424 Form, certifications, and citizens comments received during a 7-day comment period; and

WHEREAS, The Jefferson County Commission finds that said grants are vitally needed for providing assistance with unmet needs in the categories of owner occupied housing rehabilitation, home rebuilding and purchases, debris removal, demolition, public facilities, infrastructure, non-housing rehabilitation, economic development micro-loans, and planning in the affected areas; and

WHEREAS, The Jefferson County Office of Community & Economic Development had developed a list of proposed activities for the Proposed 2012 CDBG-DR One-Year Action Plan (B-12-UT-01-0001), based on the needs of the affected areas as addressed in a series of public hearings and an assessment of the priority of those needs; and

WHEREAS, it is necessary to amend the Plan to delete certain projects and activities; reduce and increase funding in certain projects and activities; and to add activities under specific projects.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION of Jefferson County, Alabama, that the Jefferson County Office of Community & Economic Development is authorized and hereby directed to amend the 2012 CDBG-DR (B-12-UT-01-0001); and

NOW THEREFORE BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION of Jefferson County, Alabama, that the President of the County Commission is authorized and hereby directed to re-submit to the U.S. Department of Housing and Urban Development the revised Amendment #1 to the 2012 CDBG-DR One-Year Action Plan (B-12-UT-01-0001) after the conclusion of the 7-day comment period.

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

May-7-2015-378

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has awarded to Jefferson County, Alabama Community Development Block Grant Disaster Recovery funds for the purpose of assisting recovery in the most impacted and distressed areas declared a major disaster in 2011 under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). In order to receive said funds, Jefferson County had to submit to HUD a Substantial Amendment along with the Standard 424 Form, certifications, and citizens comments received during a 7-day comment period; and

WHEREAS, The Jefferson County Commission finds that said grants are vitally needed for providing assistance with unmet needs in the categories of owner occupied housing rehabilitation, home rebuilding and purchases, debris removal, demolition, public facilities, infrastructure, non-housing rehabilitation, economic development micro-loans, and planning in the affected areas; and

WHEREAS, The Jefferson County Office of Community & Economic Development had developed a list of proposed activities for the Proposed 2013 CDBG-DR One-Year Action Plan, based on the needs of the affected areas as addressed in a series of public hearings and an assessment of the priority of those needs; and

WHEREAS, it is necessary to amend the activities to include home purchases and reallocate funds within activities.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION of Jefferson County, Alabama, that the Jefferson County Office of Community & Economic Development is authorized and hereby directed to amend the 2013 CDBG-DR; and

NOW THEREFORE BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION of Jefferson County, Alabama, that the President of the County Commission is authorized and hereby directed to re-submit to the U.S. Department of Housing and Urban Development the revised Amendment #1 to the 2013 CDBG-DR One-Year Action Plan following the conclusion of the 7-day comment period.

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

May-7-2015-379

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

- a. Amendment No. 2 to Agreement with Tutwiler Hotel Hampton Inn & Suites to provide accommodations and services for individuals traveling to Birmingham to provide volunteer work for the Board's assessment center processes for FY2015-2016 in the amount of \$100,000
- b. Amendment No. 2 to Agreement with Sheraton Birmingham Hotel to provide accommodations and services for individuals traveling to Birmingham to provide volunteer work for the Board's assessment center processes for FY2015-2016 in the amount of \$50,000
- c. Agreement with LinkedIn to provide a sourcing tool to find individuals for difficult to fill professional-level openings for the period May 28, 2015 - May 27, 2016 in the amount of \$12,098.20

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

May-7-2015-380

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Woodbury Products d/b/a DHP program to provide incontinent supplies to older adults under the Alabama Cares program in the amount of \$50,000.00 for the period October 1, 2014 through September 30, 2015.

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

May-7-2015-381

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Keith Crawford to fill the unexpired term of Kelly Doss on the Mt. Olive Fire District Board of Trustees for a term ending June, 2019, be and hereby is approved.

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

May-7-2015-382

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and DLT Solutions to provide AutoCad 2015 subscription renewal, Standalone License Bump and government subscription for the period May 8, 2015 - May 7, 2016 in the amount of \$10,515.

CONTRACT NO: CON-00007313

Maintenance Support Agreement

THIS AGREEMENT entered into this - day of April 2015, by and between the Jefferson County Commission, hereinafter referred to as "the County" and DLT Solutions, herein after referred to as "the Contractor", located at P.O. BOX. 102549, Atlanta, GA 30368. The effective date of this agreement shall be May 8, 2015.

WHEREAS, the County desires to contract for Autodesk AutoCAD licenses and maintenance and;

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

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor will provide the following services, reference Quote # 4418404:
 - I. Autodesk AutoCAD 2015 Government Subscription Renewal -1 Year Contract:
340-91334246, DLT P/N 9701-0128NR1
 - II. Autodesk AutoCAD 2015 Government Standalone License Bump
DLT P/N 9701-01288
 - III. Autodesk AutoCAD 2015 Government Subscription
Prorated to merge into Contract: 340-91334246, DLT P/N 9701-0128XW1

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall be available to render services to Jefferson County any time after the effective date of this Contract. The Contract term expires on May 7, 2016, with the County's option to renew for a period of up to two (2) additional one (1) year terms.

4. ASSIGNMENT: No portion of the Contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the successful offer or to subcontract (assign) any portion of this Contract, the Successful Offer or will maintain the ultimate legal responsibility for all services according to Contract specifications. In the event of a subcontract, the Successful Offer or must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any subcontractor.

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 County'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 cause. Failure to comply with these requirements, in whole or part, will result in termination of the Contract and/or legal ramifications, due to nonperformance.

5. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this Contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

6. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.

7. 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 County 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 County.

8. COMPENSATION: The Contractor shall be compensated a total sum of \$10,515.00.

9. PAYMENT TERMS: Net 30

10. 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 County 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.

11. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this Contract is as an independent Contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc. and the County will not be obligated for same under this contract.

12. NON-DISCRIMINATION POLICY: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

13. MISCELLANEOUS REQUIREMENTS: Upon execution of this Contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.

14. TERMINATION FOR CONVENIENCE: Upon Ninety (90) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

15. LIABILITY: The Contractor shall not, without prior written permission of the County specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the County.

16. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.

17. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this Contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date. Contractor must have adequate Commercial General Liability insurance of \$1,000,000 per occurrence. Before beginning work, Contract party shall file with the County evidence of insurance showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Commercial General Liability; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.

18. FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

19. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend the County, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon the County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

20. LIMITATION OF LIABILITY: Neither party shall be liable for any incidental, indirect, special or consequential damages under this agreement, even if the party has been advised of their possibility. This limitation of liability applies both to products and services customer purchases under this agreement. Both parties total liability arising out of, or in connection with, any event or series of connected events occurring in connection with this agreement shall not exceed the value of the products or services purchased by customer pursuant to this agreement subject to the claim.

21. 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.

22. VIOLATION: Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination.

23. 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 represent and warrants that he or she is dully authorized to execute this Contract on behalf of each respective party.

JEFFERSON COUNTY COMMISSION

DLT SOLUTIONS

James L Stephens, President

_____, Authorized Representative

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

Communication was read from Roads & Transportation recommended the following;

- 1. AT&T Corporation to install 100' of buried cable at 7309 Johns Road in Adger.
- 2. Graysville Gas to install 66,4001 of 2" and 4" gas main for the Graysville System Rehabilitation.

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

May-7-2015-383

A RESOLUTION IDENTIFYING SURPLUS COUNTY EQUIPMENT AND AUTHORIZING THE DISPOSAL OF SAID EQUIPMENT VIA INTERNET AUCTION

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Fleet Manager is authorized to dispose of the following list of County assets.

ID	Mileage	Serial Number	Equipment Description	Asset Number	Year
A0155304	117,897	1FAFP52U2W00642	SEDAN 4 DR TAURUS 01	010712	2001

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Fleet Manager be and hereby is authorized to execute any documents to effect this transaction.

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

May-7-2015-384

ORDINANCE NUMBER 1811
AN ORDINANCE OF THE JEFFERSON COUNTY COMMISSION
TO PROHIBIT ANY PERSON FROM DRIVING ANY VEHICLE
IN EXCESS OF 20 MPH ON McMURRAY DRIVE
IN JEFFERSON COUNTY, ALABAMA

BE IT ORDAINED BY THE JEFFERSON COUNTY COMMISSION as follows:

Section 1. It shall be unlawful for any person to drive any vehicle in excess of the rate of speed on that part of 20 miles per hour on McMurray Drive, lying within Jefferson County and outside any municipality hereinafter indicated:

McMurray Drive: From Sharon Church Road to the End of Road

Section 2. A person convicted of violating this ordinance shall be subject to the punishment for a Title 32, Chapter 5A, Section 8, Alabama Code of 1975.

Section 3. All ordinances or resolutions, or parts of ordinances or resolutions of the County Commission of Jefferson County, Alabama, in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. This ordinance shall take effect from and after the time of its publication in a newspaper of general circulation in Jefferson County, Alabama.

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

May-7-2015-385

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Lock 17 Road at its intersection with Drip Branch Road in order to complete the removal and replacement of the storm drain culvert on Saturday, May 2, 2015.

A detour route will be established in accordance with Federal Manual on Uniform Traffic Control Devices.

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

May-7-2015-386

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Alabama Gas Corporation to provide natural gas service for the Chapel Drive #2 Sanitary Sewer Pump Station in the amount of \$1,443.00.

NATURAL GAS SUPPLY AGREEMENT INDUSTRIAL CUSTOMER

THIS NATURAL GAS SUPPLY AGREEMENT (this "Agreement") is made as of the ____ day of _____, 20__, by and between the Jefferson County Commission, an entity established pursuant to and under the laws of the State of Alabama ("Owner") and Alabama Gas Corporation, an Alabama corporation ("Alagasco").

WITNESSETH:

WHEREAS, Owner operates a pump station 100 Chapel Rd in Hueytown, Alabama (referred to hereafter as the "Pump Station");

WHEREAS, Owner desires that natural gas service be made available to the Pump Station so that natural gas can be used at the Pump Station for the backup generator; and

WHEREAS, Alagasco is willing to provide natural gas service to the Pump Station but, because of the substantial investment, costs and expenses of constructing and installing such a natural gas system, Alagasco requires assurance that such service will be used in the Pump Station, which assurances Owner has given and hereby gives as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration each to the other, the receipt and sufficiency of which are hereby acknowledged, Owner and Alagasco agree as follows:

1. Grant of Easements and Provision of Service. Owner hereby grants to Alagasco sufficient and appropriate easements on, over, across and under Owner's land for provision of natural gas service to the Pump Station and agrees to execute such further easement documentation as Alagasco may request. Alagasco shall construct and install gas pipelines and other natural gas service improvements and infrastructure within such easements as deemed necessary or appropriate by Alagasco to serve the Pump Station. Alagasco will own the natural gas facilities that Alagasco constructs and installs up to and including the meter(s), and Owner will own and be responsible for the maintenance of all natural gas facilities located downstream of Alagasco's meter(s).

2. Contribution in Aid of Construction. Due to the expense associated with installing the necessary natural gas main and service lines and related facilities to provide natural gas service to the Pump Station, Owner agrees to pay Alagasco, immediately upon the execution of this Agreement, a contribution in aid of construction in the amount of One Thousand Four Hundred Forty Three Dollars (\$1,443.00) (the "CIAC"). In calculating the amount of the CIAC, Alagasco assumed that natural gas would be used for the purposes indicated in Paragraph 3 below.

3. Commitment to Use Natural Gas. In consideration of Alagasco agreeing to install the natural gas facilities necessary to provide natural gas service to the Pump Station without requiring a larger contribution in aid of construction from Owner, Owner, for itself and its successors and assigns, agrees that at the time of initial construction and occupancy and for a minimum of ten years thereafter, the Pump Station will be equipped with a generator fueled exclusively by natural gas for the Pump Station.

4. Binding Nature and Assignment. This Agreement shall be binding upon the parties and their successors and permitted assigns. Neither party shall assign or transfer this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

5. Title. Owner represents and warrants that it is the Owner in fee simple of the land on which the Pump Station is located and that it has a good and full right and ability to enter into and to perform its obligations under this Agreement.

6. Notices. Any notice to be given by one party to the other pursuant to this instrument shall be given in writing and shall be deemed received on the third day after same has been placed in the United States mail, with postage prepaid, by certified mail, or one day after same has been deposited with a nationally-recognized overnight courier service for overnight delivery and with all charges therefor prepaid, and addressed as follows:

WHEN TO ALAGASCO:

Alabama Gas Corporation
2101 6th Avenue North
Birmingham, Alabama 35203
Attn: Vice President – Marketing

WHEN TO OWNER:

Jefferson County Environmental Services Department
716 Richard Arrington Jr. Blvd North,
Suite A-300
Birmingham, Alabama 35203

Either party may change its address or the person to whom attention of the notice is to be given, by written notice to the other party in the manner described above.

7. Confidentiality. As a material consideration to Alagasco entering into this Agreement with Owner, Owner agrees to keep the specific terms of this Agreement confidential.

8. Complete Agreement. This Agreement embodies the full and complete agreement of the parties. There are no promises, understandings or agreements between the parties except as specifically set forth herein. Any statements, representations, agreements or promises not specifically set forth herein shall be void, unenforceable and of no force or effect. This Agreement may be modified only by an instrument in writing executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first set forth above.

ALABAMA GAS CORPORATION

Robert S. McAnnally, SVP-Marketing and Customer Service

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

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

May-7-2015-387

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Alabama Gas Corporation to provide natural gas service for the Walker Avenue Sanitary Sewer Pump Station, located at 3698 Dellview Drive, Hueytown, AL, in the amount of \$299.00.

NATURAL GAS SUPPLY AGREEMENT INDUSTRIAL CUSTOMER

THIS NATURAL GAS SUPPLY AGREEMENT (this "Agreement") is made as of the ____ day of _____, 20__, by and between the Jefferson County Commission, an entity established pursuant to and under the laws of the State of Alabama ("Owner") and Alabama Gas Corporation, an Alabama corporation ("Alagasco").

WITNESSETH:

WHEREAS, Owner operates a pump station 3698 Dellview Dr in Hueytown, Alabama (referred to hereafter as the "Pump Station");

WHEREAS, Owner desires that natural gas service be made available to the Pump Station so that natural gas can be used at the Pump Station for the backup generator; and

WHEREAS, Alagasco is willing to provide natural gas service to the Pump Station but, because of the substantial investment, costs and expenses of constructing and installing such a natural gas system, Alagasco requires assurance that such service will be used in the Pump Station, which assurances Owner has given and hereby gives as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration each to the other, the receipt and sufficiency of which are hereby acknowledged, Owner and Alagasco agree as follows:

1. Grant of Easements and Provision of Service. Owner hereby grants to Alagasco sufficient and appropriate easements on, over, across and under Owner's land for provision of natural gas service to the Pump Station and agrees to execute such further easement documentation as Alagasco may request. Alagasco shall construct and install gas pipelines and other natural gas service improvements and infrastructure within such easements as deemed necessary or appropriate by Alagasco to serve the Pump Station. Alagasco will own the natural gas facilities that Alagasco constructs and installs up to and including the meter(s), and Owner will own and be responsible for the maintenance of all natural gas facilities located downstream of Alagasco's meter(s).

2. Contribution in Aid of Construction. Due to the expense associated with installing the necessary natural gas main and service lines and related facilities to provide natural gas service to the Pump Station, Owner agrees to pay Alagasco, immediately upon the execution of this Agreement, a contribution in aid of construction in the amount of Two Hundred Ninety Nine Dollars (\$299.00) (the "CIAC"). In calculating the amount of the CIAC, Alagasco assumed that natural gas would be used for the purposes indicated in Paragraph 3 below.

3. Commitment to Use Natural Gas. In consideration of Alagasco agreeing to install the natural gas facilities necessary to provide natural gas service to the Pump Station without requiring a larger contribution in aid of construction from Owner, Owner, for itself and its successors and assigns, agrees that at the time of initial construction and occupancy and for a minimum of ten years thereafter, the Pump Station will be equipped with a generator fueled exclusively by natural gas for the Pump Station.

4. Binding Nature and Assignment. This Agreement shall be binding upon the parties and their successors and permitted assigns. Neither party shall assign or transfer this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

5. Title. Owner represents and warrants that it is the Owner in fee simple of the land on which the Pump Station is located and that it has a good and full right and ability to enter into and to perform its obligations under this Agreement.

6. Notices. Any notice to be given by one party to the other pursuant to this instrument shall be given in writing and shall be deemed received on the third day after same has been placed in the United States mail, with postage prepaid, by certified mail, or one day after same has been deposited with a nationally-recognized overnight courier service for overnight delivery and with all charges therefor prepaid, and addressed as follows:

WHEN TO ALAGASCO:

Alabama Gas Corporation

2101 6th Avenue North

Birmingham, Alabama 35203

Attn: Vice President – Marketing

WHEN TO OWNER:

Jefferson County Environmental Services Department

716 Richard Arrington Jr. Blvd North,

Suite A-300

Birmingham, Alabama 35203

Either party may change its address or the person to whom attention of the notice is to be given, by written notice to the other party in the manner described above.

7. Confidentiality. As a material consideration to Alagasco entering into this Agreement with Owner, Owner agrees to keep the specific terms of this Agreement confidential.

8. Complete Agreement. This Agreement embodies the full and complete agreement of the parties. There are no promises, understandings or agreements between the parties except as specifically set forth herein. Any statements, representations, agreements or promises not specifically set forth herein shall be void, unenforceable and of no force or effect. This Agreement may be modified only by an instrument in writing executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first set forth above.

ALABAMA GAS CORPORATION

Robert S. McAnnally, SVP-Marketing and Customer Service

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

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

May-7-2015-388

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Alabama Gas Corporation to provide natural gas service for the Coosa Avenue Sanitary Sewer Pump Station in the amount of \$462.00.

NATURAL GAS SUPPLY AGREEMENT INDUSTRIAL CUSTOMER

THIS NATURAL GAS SUPPLY AGREEMENT (this "Agreement") is made as of the ____ day of _____, 20__, by and between the Jefferson County Commission, an entity established pursuant to and under the laws of the State of Alabama ("Owner") and Alabama Gas Corporation, an Alabama corporation ("Alagasco").

WITNESSETH:

WHEREAS, Owner operates a pump station 7000 Coosa Ave in Leeds, Alabama (referred to hereafter as the "Pump Station");

WHEREAS, Owner desires that natural gas service be made available to the Pump Station so that natural gas can be used at the Pump Station for the backup generator; and

WHEREAS, Alagasco is willing to provide natural gas service to the Pump Station but, because of the substantial investment, costs and expenses of constructing and installing such a natural gas system, Alagasco requires assurance that such service will be used in the Pump Station, which assurances Owner has given and hereby gives as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration each to the other, the receipt and sufficiency of which are hereby acknowledged, Owner and Alagasco agree as follows:

1. Grant of Easements and Provision of Service. Owner hereby grants to Alagasco sufficient and appropriate easements on, over, across and under Owner's land for provision of natural gas service to the Pump Station and agrees to execute such further easement documentation as Alagasco may request. Alagasco shall construct and install gas pipelines and other natural gas service improvements and infrastructure within such easements as deemed necessary or appropriate by Alagasco to serve the Pump Station. Alagasco will own the natural gas facilities that Alagasco constructs and installs up to and including the meter(s), and Owner will own and be responsible for the maintenance of all natural gas facilities located downstream of Alagasco's meter(s).

2. Contribution in Aid of Construction. Due to the expense associated with installing the necessary natural gas main and service lines and related facilities to provide natural gas service to the Pump Station, Owner agrees to pay Alagasco, immediately upon the execution of this Agreement, a contribution in aid of construction in the amount of Four Hundred Sixty Two Dollars (\$462.00) (the "CIAC"). In calculating the amount of the CIAC, Alagasco assumed that natural gas would be used for the purposes indicated in Paragraph 3 below.

3. Commitment to Use Natural Gas. In consideration of Alagasco agreeing to install the natural gas facilities necessary to provide natural gas service to the Pump Station without requiring a larger contribution in aid of construction from Owner, Owner, for itself and its successors and assigns, agrees that at the time of initial construction and occupancy and for a minimum of ten years thereafter, the Pump Station will be equipped with a generator fueled exclusively by natural gas for the Pump Station.

4. Binding Nature and Assignment. This Agreement shall be binding upon the parties and their successors and permitted assigns. Neither party shall assign or transfer this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

5. Title. Owner represents and warrants that it is the Owner in fee simple of the land on which the Pump Station is located and that it has a good and full right and ability to enter into and to perform its obligations under this Agreement.

6. Notices. Any notice to be given by one party to the other pursuant to this instrument shall be given in writing and shall be deemed received on the third day after same has been placed in the United States mail, with postage prepaid, by certified mail, or one day after same has been deposited with a nationally-recognized overnight courier service for overnight delivery and with all charges therefor prepaid, and addressed as follows:

WHEN TO ALAGASCO:

Alabama Gas Corporation
2101 6th Avenue North
Birmingham, Alabama 35203

Attn: Vice President – Marketing

WHEN TO OWNER:

Jefferson County Environmental Services Department
716 Richard Arrington Jr. Blvd North,
Suite A-300

Birmingham, Alabama 35203

Either party may change its address or the person to whom attention of the notice is to be given, by written notice to the other party in

the manner described above.

7. Confidentiality. As a material consideration to Alagasco entering into this Agreement with Owner, Owner agrees to keep the specific terms of this Agreement confidential.

8. Complete Agreement. This Agreement embodies the full and complete agreement of the parties. There are no promises, understandings or agreements between the parties except as specifically set forth herein. Any statements, representations, agreements or promises not specifically set forth herein shall be void, unenforceable and of no force or effect. This Agreement may be modified only by an instrument in writing executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first set forth above.

ALABAMA GAS CORPORATION

JEFFERSON COUNTY COMMISSION

Robert S. McAnnally, SVP-Marketing and Customer Service

James A. Stephens, President

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

May-7-2015-389

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an agreement between Jefferson County and Alabama Gas Corporation for natural gas service for the Moss Lane Sanitary Sewer Pump Station. There are no funds required.

NATURAL GAS SUPPLY AGREEMENT INDUSTRIAL CUSTOMER

THIS NATURAL GAS SUPPLY AGREEMENT (this "Agreement") is made as of the ___ day of _____, 20___, by and between the Jefferson County Commission, an entity established pursuant to and under the laws of the State of Alabama ("Owner") and Alabama Gas Corporation, an Alabama corporation ("Alagasco").

WITNESSETH:

WHEREAS, Owner operates a pump station 1384 Moss Rose Lane in Hoover, Alabama (referred to hereafter as the "Pump Station");

WHEREAS, Owner desires that natural gas service be made available to the Pump Station so that natural gas can be used at the Pump Station for the backup generator; and

WHEREAS, Alagasco is willing to provide natural gas service to the Pump Station but, because of the substantial investment, costs and expenses of constructing and installing such a natural gas system, Alagasco requires assurance that such service will be used in the Pump Station, which assurances Owner has given and hereby gives as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration each to the other, the receipt and sufficiency of which are hereby acknowledged, Owner and Alagasco agree as follows:

1. Grant of Easements and Provision of Service. Owner hereby grants to Alagasco sufficient and appropriate easements on, over, across and under Owner's land for provision of natural gas service to the Pump Station and agrees to execute such further easement documentation as Alagasco may request. Alagasco shall construct and install gas pipelines and other natural gas service improvements and infrastructure within such easements as deemed necessary or appropriate by Alagasco to serve the Pump Station. Alagasco will own the natural gas facilities that Alagasco constructs and installs up to and including the meter(s), and Owner will own and be responsible for the maintenance of all natural gas facilities located downstream of Alagasco's meter(s).

2. Commitment to Use Natural Gas. In consideration of Alagasco agreeing to install the natural gas facilities necessary to provide natural gas service to the Pump Station without requiring a larger contribution in aid of construction from Owner, Owner, for itself and its successors and assigns, agrees that at the time of initial construction and occupancy and for a minimum of ten years thereafter, the Pump Station will be equipped with a generator fueled exclusively by natural gas for the Pump Station.

3. Binding Nature and Assignment. This Agreement shall be binding upon the parties and their successors and permitted assigns. Neither party shall assign or transfer this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

4. Title. Owner represents and warrants that it is the Owner in fee simple of the land on which the Pump Station is located and that it has a good and full right and ability to enter into and to perform its obligations under this Agreement.

5. Notices. Any notice to be given by one party to the other pursuant to this instrument shall be given in writing and shall be deemed received on the third day after same has been placed in the United States mail, with postage prepaid, by certified mail, or one day after same has been deposited with a nationally-recognized overnight courier service for overnight delivery and with all charges therefor prepaid, and

addressed as follows:

WHEN TO ALAGASCO:

Alabama Gas Corporation
2101 6th Avenue North
Birmingham, Alabama 35203
Attn: Vice President – Marketing

WHEN TO OWNER:

Jefferson County Environmental Services Department
716 Richard Arrington Jr. Blvd North,
Suite A-300
Birmingham, Alabama 35203

Either party may change its address or the person to whom attention of the notice is to be given, by written notice to the other party in the manner described above.

6. Confidentiality. As a material consideration to Alagasco entering into this Agreement with Owner, Owner agrees to keep the specific terms of this Agreement confidential.

7. Complete Agreement. This Agreement embodies the full and complete agreement of the parties. There are no promises, understandings or agreements between the parties except as specifically set forth herein. Any statements, representations, agreements or promises not specifically set forth herein shall be void, unenforceable and of no force or effect. This Agreement may be modified only by an instrument in writing executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first set forth above.

ALABAMA GAS CORPORATION

JEFFERSON COUNTY COMMISSION

Robert S. McAnnally, SVP-Marketing and Customer Service

James A. Stephens, President

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

May-7-2015-390

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Alabama Gas Corporation to provide natural gas service for the Oakwood Avenue Sanitary Sewer Pump Station in the amount of \$5,532.00.

NATURAL GAS SUPPLY AGREEMENT INDUSTRIAL CUSTOMER

THIS NATURAL GAS SUPPLY AGREEMENT (this "Agreement") is made as of the ____ day of _____, 20__, by and between the Jefferson County Commission, an entity established pursuant to and under the laws of the State of Alabama ("Owner") and Alabama Gas Corporation, an Alabama Corporation ("Alagasco").

WITNESSETH:

WHEREAS, Owner operates a pump station 468 Oakwood Ave in Hueytown, Alabama (referred to hereafter as the "Pump Station"); WHEREAS, Owner desires that natural gas service be made available to the Pump Station so that natural gas can be used at the Pump Station for the backup generator; and

WHEREAS, Alagasco is willing to provide natural gas service to the Pump Station but, because of the substantial investment, costs and expenses of constructing and installing such a natural gas system, Alagasco requires assurance that such service will be used in the Pump Station, which assurances Owner has given and hereby gives as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration each to the other, the receipt and sufficiency of which are hereby acknowledged, Owner and Alagasco agree as follows:

1. Grant of Easements and Provision of Service. Owner hereby grants to Alagasco sufficient and appropriate easements on, over, across and under Owner's land for provision of natural gas service to the Pump Station and agrees to execute such further easement documentation as Alagasco may request. Alagasco shall construct and install gas pipelines and other natural gas service improvements and infrastructure within such easements as deemed necessary or appropriate by Alagasco to serve the Pump Station. Alagasco will own the natural gas facilities that Alagasco constructs and installs up to and including the meter(s), and Owner will own and be responsible for the maintenance of all natural gas facilities located downstream of Alagasco's meter(s).

2. Contribution in Aid of Construction. Due to the expense associated with installing the necessary natural gas main and service lines and related facilities to provide natural gas service to the Pump Station, Owner agrees to pay Alagasco, immediately upon the execution of this Agreement, a contribution in aid of construction in the amount of Five Thousand Five Hundred Thirty Two Dollars (\$5,532.00) (the "CIAC"). In calculating the amount of the CIAC, Alagasco assumed that natural gas would be used for the purposes indicated in Paragraph 3 below.

3. Commitment to Use Natural Gas. In consideration of Alagasco agreeing to install the natural gas facilities necessary to provide natural gas service to the Pump Station without requiring a larger contribution in aid of construction from Owner, Owner, for itself and its successors and assigns, agrees that at the time of initial construction and occupancy and for a minimum of ten years thereafter, the Pump Station will be equipped with a generator fueled exclusively by natural gas for the Pump Station.

4. Binding Nature and Assignment. This Agreement shall be binding upon the parties and their successors and permitted assigns. Neither party shall assign or transfer this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

5. Title. Owner represents and warrants that it is the Owner in fee simple of the land on which the Pump Station is located and that it has a good and full right and ability to enter into and to perform its obligations under this Agreement.

6. Notices. Any notice to be given by one party to the other pursuant to this instrument shall be given in writing and shall be deemed received on the third day after same has been placed in the United States mail, with postage prepaid, by certified mail, or one day after same has been deposited with a nationally-recognized overnight courier service for overnight delivery and with all charges therefor prepaid, and addressed as follows:

WHEN TO ALAGASCO:

Alabama Gas Corporation
2101 6th Avenue North
Birmingham, Alabama 35203
Attn: Vice President – Marketing

WHEN TO OWNER:

Jefferson County Environmental Services Department
716 Richard Arrington Jr. Blvd North,
Suite A-300
Birmingham, Alabama 35203

Either party may change its address or the person to whom attention of the notice is to be given, by written notice to the other party in the manner described above.

7. Confidentiality. As a material consideration to Alagasco entering into this Agreement with Owner, Owner agrees to keep the specific terms of this Agreement confidential.

8. Complete Agreement. This Agreement embodies the full and complete agreement of the parties. There are no promises, understandings or agreements between the parties except as specifically set forth herein. Any statements, representations, agreements or promises not specifically set forth herein shall be void, unenforceable and of no force or effect. This Agreement may be modified only by an instrument in writing executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first set forth above.

ALABAMA GAS CORPORATION

Robert S. McAnnally, SVP-Marketing and Customer Service

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

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

May-7-2015-391

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Alabama Gas Corporation to provide natural gas service for the Trace Ridge Sanitary Sewer Pump Station in the amount of \$1,934.00.

NATURAL GAS SUPPLY AGREEMENT INDUSTRIAL CUSTOMER

THIS NATURAL GAS SUPPLY AGREEMENT (this "Agreement") is made as of the ____ day of _____, 20__, by and between the Jefferson County Commission, an entity established pursuant to and under the laws of the State of Alabama ("Owner") and Alabama Gas Corporation, an Alabama corporation ("Alagasco").

WITNESSETH:

WHEREAS, Owner operates a pump station at 215 Trace Ridge in Hoover, Alabama (referred to hereafter as the "Pump Station");

WHEREAS, Owner desires that natural gas service be made available to the Pump Station so that natural gas can be used at the Pump Station for the backup generator; and

WHEREAS, Alagasco is willing to provide natural gas service to the Pump Station but, because of the substantial investment, costs and expenses of constructing and installing such a natural gas system, Alagasco requires assurance that such service will be used in the Pump Station, which assurances Owner has given and hereby gives as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable

consideration each to the other, the receipt and sufficiency of which are hereby acknowledged, Owner and Alagasco agree as follows:

1. Grant of Easements and Provision of Service. Owner hereby grants to Alagasco sufficient and appropriate easements on, over, across and under Owner's land for provision of natural gas service to the Pump Station and agrees to execute such further easement documentation as Alagasco may request. Alagasco shall construct and install gas pipelines and other natural gas service improvements and infrastructure within such easements as deemed necessary or appropriate by Alagasco to serve the Pump Station. Alagasco will own the natural gas facilities that Alagasco constructs and installs up to and including the meter(s), and Owner will own and be responsible for the maintenance of all natural gas facilities located downstream of Alagasco's meter(s).

2. Contribution in Aid of Construction. Due to the expense associated with installing the necessary natural gas main and service lines and related facilities to provide natural gas service to the Pump Station, Owner agrees to pay Alagasco, immediately upon the execution of this Agreement, a contribution in aid of construction in the amount of One Thousand Nine Hundred Thirty Four Dollars (\$1,934.00) (the "CIAC"). In calculating the amount of the CIAC, Alagasco assumed that natural gas would be used for the purposes indicated in Paragraph 3 below.

3. Commitment to Use Natural Gas. In consideration of Alagasco agreeing to install the natural gas facilities necessary to provide natural gas service to the Pump Station without requiring a larger contribution in aid of construction from Owner, Owner, for itself and its successors and assigns, agrees that at the time of initial construction and occupancy and for a minimum of ten years thereafter, the Pump Station will be equipped with a generator fueled exclusively by natural gas for the Pump Station.

4. Binding Nature and Assignment. This Agreement shall be binding upon the parties and their successors and permitted assigns. Neither party shall assign or transfer this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

5. Title. Owner represents and warrants that it is the Owner in fee simple of the land on which the Pump Station is located and that it has a good and full right and ability to enter into and to perform its obligations under this Agreement.

6. Notices. Any notice to be given by one party to the other pursuant to this instrument shall be given in writing and shall be deemed received on the third day after same has been placed in the United States mail, with postage prepaid, by certified mail, or one day after same has been deposited with a nationally-recognized overnight courier service for overnight delivery and with all charges therefor prepaid, and addressed as follows:

WHEN TO ALAGASCO:

Alabama Gas Corporation
2101 6th Avenue North
Birmingham, Alabama 35203
Attn: Vice President – Marketing

WHEN TO OWNER:

Jefferson County Environmental Services Department
716 Richard Arrington Jr. Blvd North,
Suite A-300
Birmingham, Alabama 35203

Either party may change its address or the person to whom attention of the notice is to be given, by written notice to the other party in the manner described above.

7. Confidentiality. As a material consideration to Alagasco entering into this Agreement with Owner, Owner agrees to keep the specific terms of this Agreement confidential.

8. Complete Agreement. This Agreement embodies the full and complete agreement of the parties. There are no promises, understandings or agreements between the parties except as specifically set forth herein. Any statements, representations, agreements or promises not specifically set forth herein shall be void, unenforceable and of no force or effect. This Agreement may be modified only by an instrument in writing executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first set forth above.

ALABAMA GAS CORPORATION

Robert S. McAnnally, SVP-Marketing and Customer Service

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

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

May-7-2015-392

Municipal Water Pollution Prevention Resolution Form

MUNICIPAL WATER POLLUTION PREVENTION (MWPP) PROGRAM

BE IT RESOLVED that the Jefferson County Commission inform the Alabama Department of Environmental Management that the

following actions were taken by Jefferson County Commission:

1. Provided a copy of the MWPP Annual Reports for calendar year 2014 and reviewed the results of the reports as presented by the Environmental Services Department and the County Manager for the following:

- Cahaba River WWTP
- Five Mile WWTP
- Leeds WWTP
- Prudes Creek WWTP
- Trussville WWTP
- Turkey Creek WWTP
- Valley Creek WWTP
- Village Creek WWTP
- Warrior WWTP

2. Set forth the following action plan intended to maintain effluent requirements contained in the NPDES permits and to prevent the bypass and overflow of raw sewage within the collection system or at the treatment plants:

- a) Complete the hydraulic model of the Valley Creek WWTP Collection System that is currently under development
- b) Perform SSES investigation and capacity analysis of wet-weather SSO areas in the Five Mile Creek and Valley Creek WWTP systems
- c) Develop corrective plans if deficiencies are discovered through SSES, hydraulic modeling or capacity analysis
- d) Continue to repair defects contributing to SSOs identified in ongoing work
- e) Provide adequate levels of maintenance to reduce the occurrence and volume of dry-weather SSOs
- f) Provide increased levels of training for personnel to improve maintenance practices to reduce the occurrence of dry-weather SSOs

ATTEST:

JEFFERSON COUNTY COMMISSION

Minute Clerk

James A. Stephens, President

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

May-7-2015-393

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is authorized to prepare a Settlement Agreement to be signed by the President of the Commission and that the Chief Financial Officer of the County is hereby authorized to disburse funds to settle all pending claims and all claims that could have been asserted against Jefferson County arising out of Carlton Terrell Butler's employment, including but not limited to claims of unpaid overtime made in *Butler v. Jefferson County*, Case No. 2:14CV-2360-RDP, in an amount not to exceed Fifteen Thousand Seven Hundred and no/100 (\$15,700.00) Dollars. Upon execution of the Settlement Agreement, the Chief Financial Officer is hereby directed upon the request of the County Attorney to issue checks) made payable to Attorney Adam Clayton and Farris, Riley & Pitt, LLP and Carlton Terrell Butler in an amount not to exceed \$15,700.00 and forward them to the County Attorney's Office for disbursement. Any and all payments made under this Resolution are not to be construed as an admission of liability or wrongdoing by Jefferson County and no person or entity shall utilize this Resolution or the payments authorized and received pursuant to this Resolution as evidence of any admission of liability, or wrongdoing or a violation of any statute of law.

SETTLEMENT AGREEMENT

This Agreement is entered into on the ____ day of May, 2015, by and between the Jefferson County Commission (hereinafter "Jefferson County") and Carlton Terrell Butler (hereinafter referred to as "Butler").

WHEREAS, Butler is employed by Jefferson County, Alabama, in the IT Department; and

WHEREAS, a genuine dispute exists between Butler and Jefferson County as to the applicability of the Fair Labor Standard Act (FLSA) to Butler's employment with Jefferson County, Butler's exemption status for purposes of the FLSA, and the amount of compensation owed to Butler, if any, for work performed for Jefferson County; and

WHEREAS, Jefferson County desires to compensate Butler for services performed, including all alleged overtime hours worked, to protect its legal interests regarding pending and potential litigation, and to avoid expenses and costs associated with a protracted litigation; and

WHEREAS, both Butler and Jefferson County are executing this Agreement based on a mutual decision for the purpose of

acknowledging that Butler and Jefferson County have no further obligations except as hereinafter set forth and to release each other from any and all pending actions, claims and demands whatsoever that now exist or could have been asserted herein arising out of Butler's employment with Jefferson County or his employment relationship with Jefferson County; and

WHEREAS, it is understood that this Agreement does not constitute an admission by Jefferson County or Butler of any violation of any federal, state or local law, ordinance, administrative regulation or case law or common law theory of liability or damage.

NOW THEREFORE, the parties intending to be legally bound hereby agree as follows:

In exchange for and in consideration of Butler's release of any and all claims that have been asserted or could have been asserted relating to and/or arising out of or related to his employment relationship with Jefferson County as of the date of this Agreement, including but not limited to his claims of overtime pay under the Fair Labor Standards Act, and in exchange for and in consideration of the other promises, covenants and agreement set out herein below, Butler and Jefferson County agree as follows:

1. Jefferson County will pay Butler and his attorney, Adam Clayton and Farris, Riley & Pitt, LLP, as follows:
 - a. A lump sum to Butler of \$6,500.00 (USD) (less taxes and withholdings required by law) for alleged compensatory damages arising out of his pending and potential claims against Jefferson County. A W-2 will be issued for this amount.
 - b. A lump sum to Butler of \$6,500.00 (USD) for alleged liquidated damages arising out of his pending and potential claims against Jefferson County. A 1099 form will be issued for this amount. Butler assumes all responsibility for paying taxes (if any) due on this amount.
 - c. A lump sum payment of \$2,700.00 (USD) payable jointly to Butler and to Butler's attorney Adam Clayton and Farris, Riley & Pitt, LLP, for attorney's fees and court filing fee. A 1099 form will be issued to both Butler and Farris, Riley & Pitt, LLP for this amount.
2. In exchange for and in consideration of the promises, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Butler:
 - a. Agrees to release and forever discharge Jefferson County and its affiliates, Commissioners, elected officials, managers, agents and employees from any and all suits, claims, charges, causes of action, rights, demands, damages, costs, expenses or attorney's fees, which he now has or against any one or more of them on account of, connected with or growing out of any aspect of his employment with Jefferson County, including, but not limited to, any claims, rights or demands arising out of any oral or written contractual relationship; any local, state or federal regulation, law or order, including but not limited to: (1) the Civil Rights Act of 1991, (2) the Civil Rights Act of 1964, (3) the Civil Rights Act of 1866, (4) 42 U.S.C. §§1981 and 1983, (5) the Enabling Act of the Personnel Board of Jefferson County, Alabama (as amended), (6) CV 75-S-0666-S, pending in the U. S. District Court for the Northern District of Alabama, including the Court's Order appointing a Receiver, (7) the Age Discrimination in Employment Act (ADEA), (8) the Alabama Age Discrimination Employment Act, (9) the Equal Pay Act, (10) the National Labor Relations Act, (11) the Fair Labor Standards Act, (12) the Employee Retirement Income Security Act (ERISA), (13) the Americans with Disabilities Act (ADA), (14) the Workers Adjustment and Retraining Notification Act (WARN), (15) the Veterans' Reemployment Rights Act, (16) any Workers Compensation claims and unemployment compensation claims, (17) the Family Medical Leave Act (FMLA), and (18) any other federal or state statutory or common law theory of liability damages;
 - b. Agrees to dismiss with prejudice the cases styled *Carlton Terrell Butler and Jimmy Duane Kennedy v. Jefferson County*, Case No. 2:14-CV-02360-RDP, pending in the United States District Court for the Northern District of Alabama, each party to bear his or its own costs; and
 - c. Agrees that he will refrain from publicly or privately engaging in any negative, harassing or disparaging remarks or conduct toward Jefferson County, its elected officials, its management, its employees or its agents.
3. Upon proof of violation or breach of this Agreement, Jefferson County shall seek all legal and equitable damages and/or remedies arising out of Butler's breach of any provision of this Agreement.
4. The parties agree that the term of this Agreement will be construed in accordance with the laws of Alabama and that any action to enforce same shall be made in the United States District Court for the Northern District of Alabama, Southern Division.
5. This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements and understandings in connection with Butler's employment.
6. This Agreement may be used as evidence in subsequent proceedings in which either party alleges a breach of the Agreement.
7. The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable.
8. By his signature below, Butler acknowledges that he has carefully read and understands this Agreement and has entered into it knowingly and voluntarily. He further acknowledges that he has been given at least twenty-one (21) days to review and consider the Agreement and has been advised to consult with his attorney before signing it, and has, in fact, consulted with his legal counsel, Adam Clayton, in regard to this Agreement. Butler understands that he may revoke the acceptance of the Agreement within seven (7) days of such acceptance. If he chooses to do so, he understands that he must do so in writing to County Manager Tony Petelos. Butler understands that this Agreement will not be effective until the seven day revocation period has passed.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day of , 2015.

CARLTON TERRELL BUTLER

JEFFERSON COUNTY, ALABAMA

JAMES A. STEPHENS, President - Jefferson County Commission

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

May-7-2015-394

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is authorized to prepare a Settlement Agreement to be signed by the President of the Commission and that the Chief Financial Officer of the County is hereby authorized to disburse funds to settle all pending claims and all claims that could have been asserted against Jefferson County arising out of Jimmy Duane Kennedy's employment, including but not limited to claims of unpaid overtime made in *Butler v. Jefferson County*, Case No. 2:14-CV-2360-RDP, in an amount not to exceed Ten Thousand Seven Hundred and no/100 (\$10,700.00) Dollars. Upon execution of the Settlement Agreement, the Chief Financial Officer is hereby directed upon the request of the County Attorney to issue check(s) made payable to Attorney Adam Clayton and Farris, Riley & Pitt, LLP and Jimmy Duane Kennedy in an amount not to exceed \$10,700.00 and forward them to the County Attorney's Office for disbursement. Any and all payments made under this Resolution are not to be construed as an admission of liability or wrongdoing by Jefferson County and no person or entity shall utilize this Resolution or the payments authorized and received pursuant to this Resolution as evidence of any admission of liability, or wrongdoing or a violation of any statute of law.

SETTLEMENT AGREEMENT

This Agreement is entered into on the ____ day of May, 2015, by and between the Jefferson County Commission (hereinafter "Jefferson County") and Jimmy Duane Kennedy (hereinafter referred to as "Kennedy").

WHEREAS, Kennedy is employed by Jefferson County, Alabama, in the IT Department; and

WHEREAS, a genuine dispute exists between Kennedy and Jefferson County as to the applicability of the Fair Labor Standards Act (FLSA) to Kennedy's employment with Jefferson County, Kennedy's exemption status for purposes of the FLSA, and the amount of compensation owed to Kennedy, if any, for work performed for Jefferson County; and

WHEREAS, Jefferson County desires to compensate Kennedy for services performed, including all alleged overtime hours worked, to protect its legal interests regarding pending and potential litigation, and to avoid expenses and costs associated with a protracted litigation; and

WHEREAS, both Kennedy and Jefferson County are executing this Agreement based on a mutual decision for the purpose of acknowledging that Kennedy and Jefferson County have no further obligations except as hereinafter set forth and to release each other from any and all pending actions, claims and demands whatsoever that now exist or could have been asserted herein arising out of Kennedy's employment with Jefferson County or his employment relationship with Jefferson County; and

WHEREAS, it is understood that this Agreement does not constitute an admission by Jefferson County or Kennedy of any violation of any federal, state or local law, ordinance, administrative regulation or case law or common law theory of liability or damage.

NOW THEREFORE, the parties intending to be legally bound hereby agree as follows:

In exchange for and in consideration of Kennedy's release of any and all claims that have been asserted or could have been asserted relating to and/or arising out of or related to his employment relationship with Jefferson County as of the date of this Agreement, including but not limited to his claims of overtime pay under the Fair Labor Standards Act, and in exchange for and in consideration of the other promises, covenants and agreement set out herein below, Kennedy and Jefferson County agree as follows:

1. Jefferson County will pay Kennedy and his attorney, Adam Clayton and Farris, Riley & Pitt, LLP, as follows:

a. A lump sum to Kennedy of \$4,000.00 (USD) (less taxes and withholdings required by law) for alleged compensatory damages arising out of his pending and potential claims against Jefferson County. A W-2 will be issued for this amount.

b. A lump sum to Kennedy of \$4,000.00 (USD) for alleged liquidated damages arising out of his pending and potential claims against Jefferson County. A 1099 form will be issued for this amount. Kennedy assumes all responsibility for paying taxes (if any) due on this amount.

c. A lump sum payment of \$2,700.00 (USD) payable jointly to Kennedy and to Kennedy's attorney Adam Clayton and Farris, Riley & Pitt, LLP, for attorney's fees and court filing fee. A 1099 form will be issued to both Kennedy and Farris, Riley & Pitt, LLP for this amount.

2. In exchange for and in consideration of the promises, covenants and agreements set forth herein, and for other good and valuable

consideration, the receipt and sufficiency of which is hereby acknowledged, Kennedy:

a. Agrees to release and forever discharge Jefferson County and its affiliates, Commissioners, elected officials, managers, agents and employees from any and all suits, claims, charges, causes of action, rights, demands, damages, costs, expenses or attorney's fees, which he now has or against any one or more of them on account of, connected with or growing out of any aspect of his employment with Jefferson County, including, but not limited to, any claims, rights or demands arising out of any oral or written contractual relationship; any local, state or federal regulation, law or order, including but not limited to: (1) the Civil Rights Act of 1991, (2) the Civil Rights Act of 1964, (3) the Civil Rights Act of 1866, (4) 42 U.S.C. §§1981 and 1983, (5) the Enabling Act of the Personnel Board of Jefferson County, Alabama (as amended), (6) CV 75-S-0666-S, pending in the U. S. District Court for the Northern District of Alabama, including the Court's Order appointing a Receiver, (7) the Age Discrimination in Employment Act (ADEA), (8) the Alabama Age Discrimination Employment Act, (9) the Equal Pay Act, (10) the National Labor Relations Act, (11) the Fair Labor Standards Act, (12) the Employee Retirement Income Security Act (ERISA), (13) the Americans with Disabilities Act (ADA), (14) the Workers Adjustment and Retraining Notification Act (WARN), (15) the Veterans' Reemployment Rights Act, (16) any Workers Compensation claims and unemployment compensation claims, (17) the Family Medical Leave Act (FMLA), and (18) any other federal or state statutory or common law theory of liability damages;

b. Agrees to dismiss with prejudice the cases styled *Carlton Terrell Butler and Jimmy Duane Kennedy v. Jefferson County*, Case No. 2:14-CV-02360-RDP, pending in the United States District Court for the Northern District of Alabama, each party to bear his or its own costs; and

c. Agrees that he will refrain from publicly or privately engaging in any negative, harassing or disparaging remarks or conduct toward Jefferson County, its elected officials, its management, its employees or its agents.

3. Upon proof of violation or breach of this Agreement, Jefferson County shall seek all legal and equitable damages and/or remedies arising out of Kennedy's breach of any provision of this Agreement.

4. The parties agree that the term of this Agreement will be construed in accordance with the laws of Alabama and that any action to enforce same shall be made in the United States District Court for the Northern District of Alabama, Southern Division.

5. This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements and understandings in connection with Kennedy's employment.

6. This Agreement may be used as evidence in subsequent proceedings in which either party alleges a breach of the Agreement.

7. The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable.

8. By his signature below, Kennedy acknowledges that he has carefully read and understands this Agreement and has entered into it knowingly and voluntarily. He further acknowledges that he has been given at least twenty-one (21) days to review and consider the Agreement and has been advised to consult with his attorney before signing it, and has, in fact, consulted with his legal counsel, Adam Clayton, in regard to this Agreement. Kennedy understands that he may revoke the acceptance of the Agreement within seven (7) days of such acceptance. If he chooses to do so, he understands that he must do so in writing to County Manager Tony Petelos. Kennedy understands that this Agreement will not be effective until the seven day revocation period has passed.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day of , 2015.

JIMMY DUANE KENNEDY

JEFFERSON COUNTY, ALABAMA

JAMES A. STEPHENS, President - Jefferson County Commission

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

May-7-2015-395

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges that covenants have been filed on the following rezoning case(s).

a. Z-2015-004 Campfire USA Central Alabama Council, owner; A-1 and E-2 to C-2 for compliance for an established camp ground; McCalla.

b. Z-2015-005 Tammy R. Walker, Jane Roll, and Walker Family Holding, LTD, owners; A-1 to C-1 for a retail firearms business; Trussville

Motion was made by Commissioner Knight seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye"

Knight, Bowman, Brown, Carrington and Stephens.

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
5/07/2015

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	DEPUTY CORONER UNIFORMS STEWART	CORONER/MEDICAL EXAMINER	148.95	1900089304
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF A GAS TANK FOR TORO MOWER 21".	GEN SVCS: ADMINISTRATION	190.15	1900089501
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF 100 SHELF CLIPS METRIC FOR FAM CT.	GEN SVCS: ADMINISTRATION	25.00	1900089508
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF A TRANSMISSION BELT FOR MOWER AT GSOC.	GEN SVCS: ADMINISTRATION	65.70	1900089380
*DISTRICT 1					429.80	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SUPPLIES FOR RESIDENTS AND STAFF	YOUTH DET: SUPPORT SVCS	220.44	1900089303
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REFUND FOR KEITH STROTHER	ECON DEV WORKFORCE INVEST	32.95	1900089325
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH:TAVEL REIMBURSEMENT_FREDE	COMMUNITY DEVELOPMENT	41.34	1900089385
DISTRICT 2	1000193	JEFFERSON CO TREASURER	5 DATERS, TONER, DVD PLAYER, HDMI CORD, PRIORITY M	FC CLERKS OFFICE	505.91	1900089386
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REFUND FOR KEITH STROTHER	ECON DEV WORKFORCE INVEST	32.16	1900089328
DISTRICT 2	1021189	KECIA ROME	ASSESSOR REIMBURSEMENT - KECIA ROME 4/13/15	PER BD: TESTING	125.00	1900089398
DISTRICT 2	1032973	SARAH CLAIBORNE	ASSESSOR REIMBURSEMENT - SARAH CLAIBORNE 4/14/2015	PER BD: TESTING	432.80	1900089415
DISTRICT 2	1032976	JORI ALLEN-WILCOX	ASSESSOR REIMBURSEMENT - JORI ALLEN-WILCOX 4/13/15	PER BD: TESTING	260.16	1900089391
DISTRICT 2	1032977	JOHN AGOSTA	ASSESSOR REIMBURSEMENT - JOHN AGOSTA 4/13/2015	PER BD: TESTING	255.00	1900089390
DISTRICT 2	1032978	JENNIFER LACEWELL	ASSESSOR REIMBURSEMENT - JENNIFER LACEWELL 4/14/15	PER BD: TESTING	187.37	1900089416
DISTRICT 2	1032979	JAY FAITH	ASSESSOR REIMBURSEMENT - JAY FAITH 4/13/2015	PER BD: TESTING	125.00	1900089393
DISTRICT 2	1032981	CHINA ROBINSON	ASSESSOR REIMBURSEMENT - CHINA ROBINSON 4/13/2015	PER BD: TESTING	217.34	1900089397
DISTRICT 2	1032982	CHARLEE TUBBS	ASSESSOR REIMBURSEMENT - CHARLEE TUBBS 4/14/15	PER BD: TESTING	178.46	1900089418
DISTRICT 2	1032983	ASHLEY THOMPSON	ASSESSOR REIMBURSEMENT - ASHLEY THOMPSON 4/14/15	PER BD: TESTING	138.34	1900089417
DISTRICT 2	1032984	ANDREW METZGER	ASSESSOR REIMBURSEMENT - ANDREW METZGER 4/13/15	PER BD: TESTING	533.24	1900089395
DISTRICT 2	1032985	ALEX NASSRELGRGAWI	ASSESSOR REIMBURSEMENT - ALEXANDER NASSRELGRGAWI	PER BD: TESTING	175.00	1900089396
DISTRICT 2	1033003	ANTHOUSA TEESDALE	ASSESSOR REIMBURSEMENT - ANTHOUSA TEESDALE 4/13/15	PER BD: TESTING	298.10	1900089399
*DISTRICT 2					3,758.61	
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	LEVIES PROBATED	SHER ENFORCE-BESSEMER	16.00	1900089207
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	LAUNDRY DETERGENT	SHER CORRECT-BESSEMER	49.44	1900089133
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	CAMERA & BAG/SD CARD	SHER CORRECT-BESSEMER	99.99	1900089306
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SCREWS;WRENCH;FLUID;BELT;FRAME;NUTS;MILEAGE;	ES: FIVE MILE MAINT SHOP	84.74	1900089276
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CAPS, SAMPLE BOTTLES	ES: TRUSSVILLE WWTP	140.00	1900089273
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SAW BARS, BATTERY BACKUP, WELDING SHIRT - KETONA	R&T: HIGHWAY MAINT-KETONA	219.88	1900089305
DISTRICT 3	1000193	JEFFERSON CO TREASURER	WASTEWATER IV CERTIFICATION RENEWALS	ES: VILLAGE CREEK WWTP	120.00	1900089491
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FUEL FILTER, BLADES, AND BELTS	ES: TURKEY CREEK WWTP	130.80	1900089330
DISTRICT 3	1000193	JEFFERSON CO TREASURER	OIL FILTER	ES: TURKEY CREEK WWTP	16.92	1900089422
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PVC FITTINGS,PVC CHECK VALVE,SILICONE,MOWER BLADES	ES: PKAGE WWTP & PUMP STAT	411.94	1900089477
DISTRICT 3	1000193	JEFFERSON CO TREASURER	NAILS, SCREWDRIVERS	ES: SURVEY ENG & CONSTR	33.56	1900089498
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CDL HAZMAT RENEWAL JOHN MORRIS AND DON MARTIN	ES: BIOSOLIDS HANDLING	151.50	1900089483
DISTRICT 3	1000193	JEFFERSON CO TREASURER	WASTEWATER IV CERTIFICATION RENEWALS	ES: VILLAGE CREEK WWTP	60.00	1900089516
DISTRICT 3	1000193	JEFFERSON CO TREASURER	18 CU FT REFRIGERATOR;	ES: VILLAGE ELECTRICAL SHOP	445.00	1900089428
DISTRICT 3	1000193	JEFFERSON CO TREASURER	EPOXY, OFFICE SUPPLIES, ANTENNA, CDL RENEWAL	R&T: HIGHWAY ENG & CONSTR	442.18	1900089509
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PANELS, CARB CLEANER, BEARINGS	ES: TRUSSVILLE WWTP	431.86	1900089437
DISTRICT 3	1000193	JEFFERSON CO TREASURER	OFFICE SUPPLIES,HARDWARE, HOSES, SPRINGS	ES: CAHABA RIVER WWTP	149.94	1900089381
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FIBERGLASS TAPE, CLEANING SUPPLIES, GPS ADAPTORS	R&T: HIGHWAY ENG & CONSTR	159.20	1900089383
DISTRICT 3	1000193	JEFFERSON CO TREASURER	STAMPS, PAINT, CEILING TILES, PAINT BRUSHES	ES: ADMIN LINE MAINTENANCE	345.81	1900089479
DISTRICT 3	1000193	JEFFERSON CO TREASURER	MAP,BIT,BATTERY,KEY,WIPER, BEARING	ES: VILLAGE MAINT SHOP	435.50	1900089514
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CDL RENEWALS, HAND SANITIZER FOR CREW TRUCKS	ES: VILLAGE LINE MAINT	81.88	1900089490
DISTRICT 3	1000193	JEFFERSON CO TREASURER	MEETING SUPPLIES;RELAY;BACKPLANE;	ES: INSTRUMENT SHOP	407.48	1900089427
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FAST SETTING CONCRETE, SCREWS, BUG SPRAY	R&T: HIGHWAY MAINT-BESS	19.71	1900089382
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BLADES - KETONA	R&T: HIGHWAY MAINT-KETONA	102.84	1900089420
DISTRICT 3	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWER ALARM AT LEEDS	ES: LEEDS WWTP	23.09	1900089323
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PAINT CDL CERTIFICATE VALVE BELT BATTERY KEY FUSE	ES: VALLEY CREEK WWTP	1,284.33	1900089414
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CELL PHONE CASE - TRAFFIC DIVISION	R&T: TRAFFIC ENGINEERING	34.96	1900089423
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FORKLIFT SEAT, METAL NOZZLE, SCRES, NUTS, BOLTS	R&T: HIGHWAY MAINT-BESS	116.88	1900089515
DISTRICT 3	1032966	EDDIE MOORE	REFUND FOR OVERPAYMENT & FB ACCT # L 1-46101269(D)	FINANCE SEWER SERVICES	371.56	1900089348
DISTRICT 3	1032967	THE INTEGRITY RESTAURANT	REFUND FOR ERROR BILLING PER TWW ACCT# W0-117797D	FINANCE SEWER SERVICES	26,694.33	1900089349
*DISTRICT 3					33,081.32	
DISTRICT 4	1003144	HOMEWOOD FIRE & RESCUE	14SMA - HOMEWOOD MEDIUM	EMA	8,044.40	1900089520
*DISTRICT 4					8,044.40	
DISTRICT 5	1000019	ALABAMA ASSOCIATION OF	2 NEW ACA APPRAISERS IN 2015 COLLBURN AND JONES	BD OF EQUAL - BHAM STATE	80.00	1900089500
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-AUDITORS	REVENUE	155.52	1900089299
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-REIM. POSTAGE-TITLE APP. REMIT 52.51	REVENUE	52.51	1900089301
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-AUDITORS	REVENUE	93.96	1900089300
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-AUDITORS	REVENUE	147.02	1900089298
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CAR WASH - APPROVED BY COMMISSION \$8 MAXIMUM	BD OF EQUAL - BHAM STATE	8.00	1900089347
DISTRICT 5	1000193	JEFFERSON CO TREASURER	AAA DISTRICT MEETING - MONTGOMERY - PARKING	BD OF EQUAL - BHAM STATE	20.00	1900089496
DISTRICT 5	1001046	BUREAU OF NATL AFFAIRS	10984840/CUST #228057 PAYROLL LIBRARY ON CD	PAYROLL	2,948.00	1900089394
*DISTRICT 5					3,505.01	
**					48,819.14	

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

May-7-2015-396

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE FOLLOWING REPORT FILED BY THE PURCHASING DEPARTMENT BE, AND THE SAME HEREBY IS APPROVED. RECOMMENDATIONS FOR CONTRACTS ARE BASED UPON THE LOWEST BIDS MEETING SPECIFICATIONS.

For Week of 4/14/15 - 4/20/15

- GENERAL SERVICES: FAMILY COURT FROM BRESKO, BIRMINGHAM, AL, TO AWARD BID FOR DISHWASHER (VENTLESS DOOR TYPE) FOR THE PERIOD OF 5/07/15 – 5/06/16. REFERENCE BID # 80-15
- ENVIRONMENTAL SERVICES: CAHABA FROM REVERE CONTROL SYSTEMS INCORPORATED, BIRMINGHAM, AL, TO PURCHASE CIRCUIT BOARDS. SAP PURCHASE ORDER # 2000086171 \$8,805.00 TOTAL

3. COOPER GREEN MERCY HEALTH SERVICES FROM CRYSTAL MOUNTAIN, HUNTSVILLE, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR BOTTLED WATER FOR THE PERIOD OF 10/01/14 – 9/30/15.
SAP PURCHASE ORDER # 2000076125 CHANGE ORDER \$2,500.00 REFERENCE BID # 83-12
PURCHASE ORDER \$5,868.75 TOTAL

4. ACKNOWLEDGMENT FOR SHERIFF'S DEPARTMENT FROM RILEY & JACKSON PC, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR MONTHLY RETAINERS AND LEGAL SERVICES
SAP PURCHASE ORDER # 2000082331 CHANGE ORDER \$100,000.00
PURCHASE ORDER \$800,800.00 TOTAL

For Week of 4/21/15 - 4/27/15

1. ENVIRONMENTAL SERVICES: TRUSSVILLE WWTP FROM HACH COMPANY, LOVELAND, CO, TO AWARD BID FOR AMMONIUM PROBES FOR ES WWTP. REFERENCE BID # 74-15

2. JEFFERSON COUNTY AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM TABB TEXTILE COMPANY INCORPORATED, OPELIKA, AL, CONTRACT RENEWAL FOR BATH LINEN FOR THE PERIOD OF 5/23/15 – 5/22/16. 2ND YEAR RENEWAL. REFERENCE BID # 72-14

3. PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) & YOUTH DETENTION CENTER FROM BLUE BELL CREAMERIES LP, BIRMINGHAM, AL, TO TERMINATE CONTRACT FOR REDUCED FAT ICE CREAM & FROZEN NOVELTIES DUE TO PRODUCT RECALL AND AWARD THE REMAINDER OF THE CONTRACT TO THE NEXT LOWEST BIDDER, MAYFIELD DAIRY FARMS INCORPORATED, BIRMINGHAM, AL. CONTRACT EXPIRES 11/06/15.
REFERENCE BID # 173-13

4. GENERAL SERVICES FROM BLACK CREEK INTEGRATED SYSTEMS, IRONDALE, AL, FOR LABOR AND SPARE PARTS FOR JAIL SECURITY SYSTEM. SAP PURCHASE ORDER # 200086481 \$7,678.64 TOTAL

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

May-7-2015-397

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTION REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 4/14/15 - 4/20/15 and 4/21/15 - 4/27/15 , BE AND HEREBY IS APPROVED.

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

May-7-2015-398

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 4/14/15 - 4/20/15 and 4/21/15 - 4/27/15 , BE AND HEREBY IS APPROVED.

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

May-7-2015-399

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

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

STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization

Robin Henderson (State funds) \$434.30
 Mike Callahan \$434.30
 AAAO Committee Meetings
 Orange Beach, AL – April 27-29, 2015

Aaron Self, Bobby Jones, Roy Stodghill, Mark Wilson, Jane Mardis, David Ogden,
 John Colburn and David Hinkle \$4,730.00
 Income Approach to Valuation
 Hoover, AL - May 4-8, 2015

Thomas Carew, Scott Baker, Kingsley Moore, Veronica Bass, Monica Evans,
 Patricia LaRue, Remeca Reddock, and Kim Blue \$2,200.00
 Residential Appraisal Class
 Foley, AL – June 21-26, 2015

Commission - District 3

George Bowman, Sandra Brown, Jimmie Stephens,
 Joe Knight, Tony Petelos and Carol Nelson \$1,594.44
 Lodging Expenses, Commission Retreat
 Point Clear, AL – March 26-28, 2015

Individual Staff Development

Commission - District 5

David Carrington \$333.74
 Jefferson County Commission Retreat
 Point Clear, AL – March 26-28, 2015

Community and Economic Development

Yolanda Caver \$1,660.68
 NADCP Drug Court
 National Harbor, MD – July 26-31, 2015

Family Court

Joy Handley \$990.80
 11th Annual Juvenile Sex Offenders Conference
 Galveston, TX – June 7-10, 2015

Information Technology

Keith Gullede \$1,911.69
 Cisco Unified Phone System
 Rosemont, IL – May 31-June 5, 2015

Roosevelt Butler \$3,681.43
 IT Governance Summit
 Grapevine, TX – May 31 – June 3, 2015

Kevin Garland \$1,031.72
 Unified Storage Management Deployment
 Duluth, GA – August 9-14, 2015

Revenue

Michael Humber \$150.00
 Sales and Use Tax Auditing
 Hoover, AL – April 17, 2015

Tax Assessor - Bessemer

Quin Hameen (State funds) \$668.38
 Exemptions and Abatements
 Montgomery, AL – June 2-5, 2015

Alecia Jackson (State funds) \$668.38
 Management and Supervision
 Montgomery, AL – July 21-24, 2015

Tax Collector - Bessemer

Elizabeth Boles \$250.00
 Tax Sales and Redemption Class
 Hoover, AL – September 16-18, 2015

County Manager Dan Biles New York meetings New York, NY - May 10-13, 2015	\$1,913.70
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For Information Only

Personnel Board Jeffrey Crenshaw 2015 Society for Industrial and Organizational Psychologists Philadelphia, PA – April 23-26, 2015	\$1,852.76
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Sheriff's Office Byron Deramus Myron Bickerstaff Terry Hale Leniel Gast David Harris Jason Mize Richard Reid Justin Tinker Jeremy Comans Lee Kerzic Alabama Narcotics Officers Association Spring Conference Orange Beach, AL – May 4-7, 2015	\$588.47 \$588.47 \$588.47 \$588.47 \$588.47 \$588.47 \$588.47 \$588.47 \$588.47 \$588.47
 Curtis Williams Lloyd Watkins** Practical Homicide Investigations Coral Springs, FL – May 30 – June 3, 2015 **May 31 - June 3, 2015	 \$950.47 \$950.47

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

BUDGET TRANSACTIONS

For Information Only

1. Personnel Board \$132,709

Shift funds within various departments and accounts to add five (5) Interns (Gr. 10) and a Applications Development Manager (Gr. 33), delete a Personnel Tech (Gr. 18) and a Senior Systems Architect (Gr. 34), to purchase three (3) servers, computer equipment and to clear negative balances. Also, add purchasing memorandum to purchase a SAN server and two PowerEdge servers.
2. Emergency Management Agency \$589.22

Increase revenue and expenditures to record a yearly dividend from the Sheffield Fund used to increase the food account for the Emergency Operations Center activations.

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

May-7-2015-400

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama and Teklinks, Inc. to provide data storage maintenance for the period March 20, 2015 - March 19, 2016 in the amount of \$38,617.48.

CONTRACT NO.: 00005107

Contract Amendment No. II

This Amendment to Contract entered into the 24th day of April 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and TekLinks, Inc., hereinafter referred to as the "Contractor" to provide VNX5700 Data Storage 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:

This contract amendment results from Jefferson County's Contract No. 00005107. The original contract between the parties referenced above, was approved by the Commission on May 30, 2013, MB 165, Page(s) 23-25.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

AUTHORIZATION TO PERFORM WORK: March 19, 2015 - March 18, 2016

COMPENSATION: The Contractor shall be compensated a sum in the amount of \$38,614.48

INCORPORATE JEFFERSON COUNTY COMMISSION NON-DISCRIMINATION POLICY:

Non-Discrimination The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

JEFFERSON COUNTY COMMISSION

TekLinks, Inc.

James A Stephens, President

_____, Authorized Representative

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

May-7-2015-401

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama and Archives Security, Inc. to provide off-site data backup storage/protection for the period July 1, 2015 - June 30, 2016 in the amount of \$8,000.

CONTRACT NO.: 0000S138

Contract Amendment No. II

This Amendment to Contract entered into the 15th day of May, 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and Archives Security, Inc., hereinafter referred to as the "Contractor" to provide Off-Site Protection and Storage of County Data Media.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's Contract No. 00005138. The original contract between the parties referenced above, was approved by the Commission on May 30, 2013, MB 165, Page(s) 23-25, and Amendment I, June 11, 2014, MB 166, Page 330.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

AUTHORIZATION TO PERFORM WORK: 7/01/2015 - 6/30/16

COMPENSATION: The Contractor shall be compensated a sum in the amount not to exceed \$8,000.00

INCORPORATE JEFFERSON COUNTY COMMISSION NON-DISCRIMINATION POLICY:

Non-Discrimination The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

JEFFERSON COUNTY COMMISSION

Archives Security, Inc.

James A Stephens, President

_____, Authorized Representative

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

May-7-2015-402

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Microsoft Corporation to provide Microsoft software support for SQL Database 2005-2014, Exchange 365 & Office 365, Server 2003-2012 Operating System, MSDN and 2003-2014 Office Suite for the period July 1, 2015 - June 30, 2016 in the amount of \$66,620.

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

May-7-2015-403

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Dasher Technologies to provide VMware license and support for servers in the disaster recovery site for the period February 5, 2015 - February 4, 2016 in the amount of \$49,852.37.

CONTRACT NO: CON--00007040

VMware License and Support Agreement

THIS AGREEMENT entered into this 1st day of February 2015, by and between Jefferson County Alabama, hereinafter called "the County", and Dasher Technologies, Inc., called "the Contractor", located at 554 - 37th Street North, Birmingham, AL 35222. The effective date of this agreement shall be February 5, 2015.

WHEREAS, the County desires to contract for VMware license and support for the Jefferson County Commissions, hereinafter called "the County"; and

WHEREAS, the Contractor desires to furnish said VMware license and support to the Jefferson County Commission;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Jefferson County's ITB 21-15. The ITB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The response from Dasher Technologies, Inc. constitutes essential components of this Contract and is adopted herein by reference. Those two components and this contract document constitute the entire agreement between the parties.
3. Maintenance and support will be provided Monday through Friday 8:00 A.M. to 5:00 P.M.
4. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:
The Contractor shall be available to render services to Jefferson County Commission any time after the effective date of this Contract. The Contract term expires on February 4, 2016, with the option to renew for two (2) additional one (1) year terms upon mutual agreement by the parties.
5. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the successful offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
6. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
7. COMPENSATION: The contractor shall be compensated fees listed in Scheduled A.
8. PAYMENT TERMS: Net 30

9. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc. and the County will not be obligated for same under this contract.
10. **NON-DISCRIMINATION POLICY:** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
11. **MISCELLANEOUS REQUIREMENTS:** If applicable, upon request, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
12. **TERMINATION FOR CONVENIENCE:** Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. Maintenance fees are nonrefundable.
13. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.
14. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
15. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate Commercial General Liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000.
16. **COUNTY FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
17. **HOLD HARMLESS AND INDEMNIFICATION:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County from all causes of action with regards to claims of infringement or infringement of any copyright, trademark, or trade secret of any third party based on the County's use of the Software delivered as part of Maintenance , provided that Contractor is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim. County may participate in such defense at its expense through counsel of its choosing. In the defense or settlement of the claim, Contractor may obtain the right for County to continue using and licensing the Software, replace or modify the Software so that it becomes non-infringing, or if such remedies are not reasonably available, require return of the Software and provide Customer a refund based on the unamortized portion of the license fees paid for the returned Software, using straight-line 5-year depreciation. Notwithstanding the preceding provisions of this Section, Contractor shall have no indemnity obligations if a claim results solely from: (i) a correction or modification of the Software not provided, or consented to in advance, by Contractor, or (ii) the failure to promptly install an update if installation of such update would have avoided the infringement. All of Contractor's obligations under this Section shall survive the termination of this Agreement and shall not be subject to any limitation of liability contained in this Agreement or the Software License Agreement. This Section states Contractor's entire liability and County's exclusive remedy for any claim of infringement.
18. **LIMITATION OF LIABILITY: NEITHER PARTY. SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY.**

THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, THE COUNTY'S BREACH OF THE LICENSE GRANT OR ANY UNLICENSED USE OF THE SOFTWARE IS EXCLUDED FROM THIS LIMITATION OF LIABILITY.

19. 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.

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

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative

JEFFERSON COUNTY, ALABAMA

DASHER TECHNOLOGIES, INC.

James A. Stephens, President

_____, Authorized Representative

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, May 21, 2015.

President

ATTEST

Minute Clerk