

STATE OF ALABAMA)

JEFFERSON COUNTY) July 30, 2015

The Commission convened in regular session at the Bessemer Courthouse at 9:12 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 Knight seconded by Commissioner Brown that the Minutes of July 16, 2015, be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

The Commission met in Work Session on July 28, 2015, and approved the following items to be placed on the July 30, 2015, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 4, excluding Item 3.
- Commissioner Brown, Community Development and Human Resource Services Committee Items 1 through 4.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 11 and Addendum Item 4 and 5.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee: two added items.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 26 and Addendum Items 1, 2 and 3.

Resolution to approve an Administrative Order to help ensure equal access and equal opportunities in contracting with Jefferson County for goods and services was carried over.

Jul-30-2015-644

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, d/b/a Cooper Green Mercy Health Services (CGMHS) and The Board of Trustees of the University of Alabama At Birmingham, School of Nursing for CGMHS to provide clinical education for graduate and undergraduate nursing students for the period May 16, 2015 - May 16, 2016. This is a no cost agreement.

CONTRACT NO.: 00005814

Contract Amendment No. II

This is Amendment II to the Contract entered into the 9th day of January, 2014, between Jefferson County, Alabama d/b/a/ Cooper Green Mercy Health Services, hereinafter referred to as "Facility" and The Board of Trustees of the University of Alabama At Birmingham, School of Nursing, hereinafter referred to as "the School" to provide education for graduate and undergraduate nursing students.

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. 00005814. Amendment I between the parties referenced above, was approved by the Commission on August 28, 2014; recorded in MB: 166, Page (606):

Amend the term of the contract to August 16, 2015 through August 15, 2016.

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President - Jefferson County Commission

University Board of Trustees School of Nursing
Patricia A. Raczynski - UAB Chief Financial Officer
Cynthia S. Selleck, PhD, RN FAAN - Associate Dean, Clinical & Global Partnerships, School of Nursing

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

Jul-30-2015-645

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. I to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services (CGMHS) and Areocare, d/b/a Quality Plus Medical Services to provide outpatient, home oxygen services for the FY2015-2016 in the amount of \$75,000.

CONTRACT NO.: 00006707

RFP# 167-13

Contract Amendment I

This is Amendment I to Contract entered into the 1st day of October, 2014 between Jefferson County, Alabama, d/b/a/ Cooper Green Mercy Health Services, and Aerocare, d/b/a Quality Plus Medical Service, hereinafter referred to as the "Contractor" to provide home oxygen service, outpatient, for Cooper Green Mercy Health Services.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's Contract No. 00006707. The Contract between the parties referenced above, was approved by the Commission on October 29, 2014; recorded in MB 167, Page (s) 199-201.

Amend Term of Contract:

Amend the term to October 1, 2015 through September 30, 2016.

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

JEFFERSON COUNTY COMMISSION:

James A. Stephens, President

VENDOR

_____, Authorized Representative

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

Jul-30-2015-646

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Memorandum of Understanding between Jefferson County, Alabama, and the Jefferson County Department of Health, to provide parking for two dental trailers on County property.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered into by and between the Jefferson County Board of Health (Board) and Jefferson County, Alabama for the purpose of establishing the rights and responsibilities of each agency in the storage of two mobile dental trailers. This MOU is effective upon signature and continues until revoked by written notice and may be amended by written agreement of both agencies. This agreement is made between two governmental agencies for the greater benefit of the public. As such, no charges will be incurred by either party.

WHEREAS, the Board desires storage for two mobile dental trailers; and

WHEREAS, Jefferson County has available storage space on property located at Reverend Abraham Woods, Jr. Blvd. in Birmingham that could be used to store two mobile dental trailers; and

WHEREAS, both Jefferson County and the Board agree that utilizing the available space for storage of the trailers would provide a

benefit to the public as it would cause no additional taxpayer expense to either governmental entity to store the mobile trailers at the above location; and

WHEREAS, Jefferson County allows two mobile dental trailers to be parked, free of charge to the Board, on property that is fenced and restricted to authorized personnel; and

NOW THEREFORE THE BELOW SIGNED AGENCIES AGREE AS FOLLOWS:

OBLIGATIONS OF JEFFERSON COUNTY:

Jefferson County will provide a storage site with the following specifications:

- o Appropriate space for the dental trailers to be parked and stored.
- o Fenced and restricted to authorized personnel.
- o To be located at the 8th Avenue North Location in downtown Birmingham.
- o in the event an alternate location is needed, the new location will be mutually agreed upon by both parties prior to relocation of either trailer.
- o A point of contact will be provided so that the trailers can be accessed and/or moved to off-site locations within 48 hours of notice.
 - Contacts for Jefferson County Department of Health
 - Jackie Henderson 205-930-1012
 - Nathan Smith 205-930-1422
 - Jim Little 205-369-5545
 - Contact for Jefferson County
 - Jeff Calvert 205-214-5504

OBLIGATIONS OF BOARD:

Board agrees to not hold Jefferson County liable for damages to the dental trailers while they are stored at the aforementioned location(s).

PAYMENT:

No monetary payment shall be made to any parties as a result of this MOU.

General Provisions:

1. Amendments. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by all the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
2. Term. The term of this Agreement shall be from August 1,, 2018 through June 302018. unless terminated sooner by either party giving a thirty (30) day written notice to the other party. This Agreement is not automatically renewable.
3. Applicable Law. The construction, Interpretation, and enforcement of this MOU shall be governed by the laws of the State of Alabama.
4. Entirety of Agreement. This MOU, which consists of two (2) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
5. Severability. Should any provision of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and any party may initiate the renegotiating of terms affected by the severance.
6. Sovereign Immunity. The parties to this MOU do not waive sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

Third Party Beneficiary Rights.

The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only the parties' signatory to this MOU shall have any Legal or equitable right to seek to enforce this MOU.

Signatures:

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understand, and agree to be bound by the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed to this signature page.

ENTERED INTO BY SIGNATURES BELOW:

JAMES A STEPHENS, PRESIDENT - JEFFERSON COUNTY COMMISSION

MARK WILSON, MD - COUNTY HEALTH OFFICER - JEFFERSON COUNTY DEPARTMENT OF HEALTH

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

Jul-30-2015-647

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be and hereby is authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and the City of Fultondale for the Fultondale Storm Shelter Project. There is \$1,000,000 in federal CDBG-DR funds allocated to this project. This project is from the 2012 program year.

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

Jul-30-2015-648

WHEREAS, Jefferson County has received approval from the Alabama Department of Economic and Community Affairs for Workforce Innovation and Opportunity Act Funds; and

WHEREAS, the grant assistance approved is \$3,307,339.00 for the period 7/1/2015 - 6/30/2017.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign the WIOA Grant Agreement No. 53-0.

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

Jul-30-2015-649

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is requiring that all recipients of CDBG, HOME, HOPWA, and ESG, prepare a Consolidated Plan and an annual Action Plan in order to receive grant funds; and

WHEREAS, the Jefferson County Commission finds that said grants are vitally needed for providing housing assistance, neighborhood improvements, and economic development activities directed to the needs of low and moderate income families and persons, aiding in the prevention and elimination of slums and blight, creating jobs, and addressing other community development needs having a particular urgency to the community's health, welfare and safety; and

WHEREAS, Jefferson County has involved in its planning process citizens, non-profit organizations and other area governments to develop a comprehensive approach to solving the problems of low and moderate income people resulting in the 2015 Jefferson County Five-Year Consolidated Plan, Citizens' Participation Plan and the 2015-16 One-Year Action Plan;

WHEREAS, Jefferson County expects to receive \$1,724,446.00 in CDBG funds, \$0.00 in CDBG program income; \$579,144.00 in HOME funds, \$0.00 in County match and \$250,000 in HOME program income; and \$155,686.00 in federal ESG funds making a total of \$2,709,276.00 in funds available for Program Year 2015-2016; and

WHEREAS, The Office of Community & Economic Development has developed a budget and 2015 One-Year Action Plan based on the needs of the community as addressed in a series of public hearings and an assessment of the priority of those needs;

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION of Jefferson County, Alabama, that the President of the County Commission is authorized and hereby directed to execute and submit to the U.S. Department of Housing and Urban Development the 2015 Five-Year Consolidated Plan, 2015 One-Year Action Plan, Standard Forms 424, Consolidated Plan Certifications, and Citizens' Participation Plan for Jefferson County, Alabama.

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

Jul-30-2015-650

WHEREAS, Jefferson County has received approval from the Alabama Department of Senior Services for a Title III of the Older Americans Act of 1965 for grant assistance; and

WHEREAS, the grant award is increased by \$15,980.00 and the total Title III NGA for the period 10/1/2014 - 9/30/2015 is \$2,126,922.00.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign Revision #2 to the Title III of the Older Americans Act of 1965 NGA and General Conditions.

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

Jul-30-2015-651

WHEREAS, the Jefferson County Commission throughout history has adopted Administrative Orders to set the policy of the Commission; and

WHEREAS, it is necessary periodically to review administrative orders to ensure they meet the ever-changing need of the County; and

WHEREAS, once an administrative order has served its useful purpose, it should be repealed and replaced if necessary; and

WHEREAS, the following Administrative Orders have become obsolete due to changes in Jefferson County organization, changes in technology and the passage of time:

AO 75-1 – "Data Processing – Organization"

AO 75-4 – "Central Laundry – Organization"

AO 83-3 – "Cooper Green – Use by County Employees"

AO 92-3 – "County Commission – Use of Facsimile Machines Transmissions"; and

WHEREAS, the County Attorney's Office has reviewed the recommendations and concurs that the following Administrative Orders no longer serve a valid purpose.

THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Administrative Order 75-1, 75-4, 83-3 and 92-3 are hereby repealed.

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

Jul-30-2015-652

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation, the President of the Commission is hereby authorized to execute the attached Quitclaim Deed for the release of abandoned road right-of-way on Wilburn Road back to the original property owner. This right-of-way serves only the Wilburn property and is no longer needed or maintained by Jefferson County.

QUIT CLAIM DEED

Prepared by:

Denise Shelton, Land Acquisition Agent

A-200 Jefferson County Courthouse

716 N. Richard Arrington Jr. Blvd

Birmingham, AI 35203

QUITCLAIM DEED FOR ROAD RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of One and 00/100 DOLLARS (\$1.00) to Jefferson County Alabama, a political subdivision of the State of Alabama, in hand paid by Jean P. Wilburn the receipt whereof is acknowledged we do remise, release, quit claim and convey to the said Jean P. Wilburn all our rights, title, interest, and claim in or to the following described real estate, to wit:

A parcel of Road Right of Way Situated in Jefferson County, Alabama as recorded in Real 2233 Page 70 in the Office of the Judge of Probate of Jefferson County, Alabama, and being more particularly described as follows;

Commence at the northwest corner of Section 21, Township 15 South, Range 1 West And run southerly along the west line of said section a distance of 1,064.44 feet; thence turn an angle of 89°01'0" to the left and run easterly a distance of 508.29 feet to the Point of

Beginning of a right of way of variable widths being bounded on the northerly side by a line lying 30 feet northerly of and parallel to the following described line and being bounded on the southerly side by the southerly property line of that certain property conveyed in the warranty deed as recorded by Real 1 Page 420 in the Office of Judge of Probate of Jefferson County, Alabama; thence turn an angle of 180°0'0" and run westerly a distance of 629 feet, more or less, to the westerly property line of that certain property conveyed in the warranty deed as recorded by Real 1 Page 420 in the Office of Judge of Probate of Jefferson County, Alabama and the end of said right of way.

All of said right of way lies in the NW 1/4 of the NW 1/4 of Section 21, and the NE 1/4 of the NE 1/4 of Section 20, all being in Township 15 South, Range 1 West, and contains 0.44 acres, more or less.

TO HAVE AND TO HOLD, to the said Jean P. Wilburn heirs and assigns forever.

Given under my hand and seal, this 30th day of July, 2015.

Attest: JEFFERSON COUNTY, ALABAMA
Minute Clerk James A. Stephens, President - Jefferson County Commission

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

Jul-30-2015-653

BE IT RESOLVED, by the County Commission of Jefferson, Alabama as follows:

1. That the County of Jefferson, Alabama, enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for: maintenance of the passive warning devices by the County of Jefferson for the project at DOT crossing number 352-239J on Happy Top Road in Morris Alabama.

Which Agreement is before this Commission.

2. That the agreement be executed in the name of the County, by its Chairman of the Commission for and on its behalf;
3. That the signature of the Chairman be attested by the County Clerk and that the seal of the County be affixed to the agreement.

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

Passed, adopted, and approved this 30th day of July, 2015

WITNESS BY: James A. Stephens.
County Clerk Chairman

DOT No. 352-239J
County Jefferson
Town/City Morris
Street/Road Happy Top Road

Alabama Department of Transportation
Federal Aid Rail/Highway Crossing Improvement Project No.
Agreement for Maintenance of Passive Warning Devices

This Agreement is made and entered into by and between the State of Alabama acting by and through the Alabama Department of Transportation, hereinafter referred to as the "STATE" and the County of Jefferson, Alabama, hereinafter referred to as the "COUNTY".

WITNESSETH:

WHEREAS, Federal Section 130 funds will assist the STATE in one hundred percent (100%) of the expenses incurred in the installation of passive warning devices for this project at DOT crossing number 352-239J on Happy Top Road in Morris Alabama.

NOW THEREFORE, the parties hereto agree as follows:

1. One hundred percent (100%) of the total cost for the installation of passive warning devices on this project shall be paid with Federal Section 130 funds. The STATE will not be liable for any funds under this Agreement.
2. A final inspection shall be made by the STATE after all work items have been completed.
3. The STATE will keep all records and documents pertaining to the project in suitable manner for audit for three years from the date of final payment in accordance with Federal Highway Administration Policies and Procedures. (Federal-Aid Policy Guide 23 CFR Section 140.922).
4. Upon written notification to the COUNTY of the completion and acceptance of this project by the STATE, the COUNTY will maintain all passive warning devices in satisfactory condition in accordance with the requirements of the STATE as outlined in the latest edition of the National Manual on Uniform Traffic Control Devices, and subject to the limitations on damages applicable to counties under Ala. Code

§ 11-93-2 (1975) the COUNTY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities and their agents and/or assigns, from and against any and all action, damages, claims, loss liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the maintenance work performed by the COUNTY under this Agreement.

5. The STATE shall not be responsible for the maintenance of the passive warning devices once the COUNTY has been notified of the project completion and acceptance.

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

7. 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.

8. Exhibit "M" and "N" is attached hereto as a part of this agreement.

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

WITNESS BY: County of Jefferson, Alabama
County Clerk James A. Stephens, Chairman

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

Jim R. Ippolito, Jr. - Chief Counsel
Alabama Department of Transportation

RECOMMENDED APPROVED:

_____ - Region Engineer
Robert J. Jilla - Multimodal Transportation Engineer

STATE OF ALABAMA, Acting by and through the Alabama Department of Transportation

Ronald L. Baldwin, P. E. - Chief Engineer _____ - Transportation Director

The within and foregoing AGREEMENT is hereby approved on the _____ day of 20

Robert Bentley - Governor of Alabama

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

Jul-30-2015-654

BE IT RESOLVED, by the County Commission of Jefferson, Alabama as follows:

1. That the County of Jefferson, Alabama, enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for: maintenance of the passive warning devices by the County of Jefferson for the project at DOT crossing number 352-726E on Meadow Craft Road in Tarrant Alabama.

Which Agreement is before this Commission.

2. That the agreement be executed in the name of the County, by its Chairman of the Commission for and on its behalf;

3. That the signature of the Chairman be attested by the County Clerk and that the seal of the County be affixed to the agreement.

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

Passed, adopted, and approved this 30th day of July, 2015

WITNESS BY: James A. Stephens
County Clerk Chairman

DOT No. 352-726E
County Jefferson
Town/City Tarrant
Street/Road Meadow Craft Road

Alabama Department of Transportation

Federal Aid Rail/Highway Crossing Improvement
Project No. RHCH-RR14(905)
Agreement for Maintenance of Passive Warning Devices

This Agreement is made and entered into by and between the State of Alabama acting by and through the Alabama Department of Transportation, hereinafter referred to as the "STATE" and the County of Jefferson, Alabama, hereinafter referred to as the "COUNTY".

WITNESSETH:

WHEREAS, Federal Section 130 funds will assist the STATE in one hundred percent (100%) of the expenses incurred in the installation of passive warning devices for this project at DOT crossing number 352-726E on Meadow Craft Road in Tarrant Alabama.

NOW THEREFORE, the parties hereto agree as follows:

1. One hundred percent (100%) of the total cost for the installation of passive warning devices on this project shall be paid with Federal Section 130 funds. The STATE will not be liable for any funds under this Agreement.
2. A final inspection shall be made by the STATE after all work items have been completed.
3. The STATE will keep all records and documents pertaining to the project in suitable manner for audit for three years from the date of final payment in accordance with Federal Highway Administration Policies and Procedures. (Federal-Aid Policy Guide 23 CFR Section 140.922).
4. Upon written notification to the COUNTY of the completion and acceptance of this project by the STATE, the COUNTY will maintain all passive warning devices in satisfactory condition in accordance with the requirements of the STATE as outlined in the latest edition of the National Manual on Uniform Traffic Control Devices, and subject to the limitations on damages applicable to counties under Ala. Code § 11-93-2 (1975) the COUNTY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities and their agents and/or assigns, from and against any and all action, damages, claims, loss liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the maintenance work performed by the COUNTY under this Agreement.
5. The STATE shall not be responsible for the maintenance of the passive warning devices once the COUNTY has been notified of the project completion and acceptance.
6. By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
7. 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.
8. Exhibit "M" and "N" is attached hereto as a part of this agreement.

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

WITNESS BY:

County of Jefferson, Alabama

County Clerk

James A. Stephens, Chairman

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

Jim R. Ippolito, Jr. - Chief Counsel

Alabama Department of Transportation

RECOMMENDED APPROVED:

_____ - Region Engineer

Robert J. Jilla - Multimodal Transportation Engineer

STATE OF ALABAMA, Acting by and through the Alabama Department of Transportation

Ronald L. Baldwin, P. E. - Chief Engineer

_____ - Transportation Director

The within and foregoing AGREEMENT is hereby approved on the _____ day of 20

Robert Bentley - Governor of Alabama.

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

BE IT RESOLVED, by the County Commission of Jefferson, Alabama as follows:

1. That the County of Jefferson, Alabama, enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for: maintenance of the passive warning devices by the County of Jefferson for the project at DOT crossing number 352-245M on McCormack Drive in Fultondale Alabama.

Which Agreement is before this Commission.

2. That the agreement be executed in the name of the County, by its Chairman of the Commission for and on its behalf;

3. That the signature of the Chairman be attested by the County Clerk and that the seal of the County be affixed to the agreement.

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

Passed, adopted, and approved this 30th day of July, 2015

WITNESS BY:

James A. Stephens

County Clerk

Chairman

DOT No. 352-245M

County Jefferson

Town/City Fultondale

Street/Road McCormack Drive

Alabama Department of Transportation

Federal Aid Rail/Highway Crossing Improvement

Project No. RHCH-RR14(904)

Agreement for Maintenance of Passive Warning Devices

This Agreement is made and entered into by and between the State of Alabama acting by and through the Alabama Department of Transportation, hereinafter referred to as the "STATE" and the County of Jefferson, Alabama, hereinafter referred to as the "COUNTY".

WITNESSETH:

WHEREAS, Federal Section 130 funds will assist the STATE in one hundred percent (100%) of the expenses incurred in the installation of passive warning devices for this project at DOT crossing number 352-245M on McCormack Drive in Fultondale Alabama.

NOW THEREFORE, the parties hereto agree as follows:

1. One hundred percent (100%) of the total cost for the installation of passive warning devices on this project shall be paid with Federal Section 130 funds. The STATE will not be liable for any funds under this Agreement.

2. A final inspection shall be made by the STATE after all work items have been completed.

3. The STATE will keep all records and documents pertaining to the project in suitable manner for audit for three years from the date of final payment in accordance with Federal Highway Administration Policies and Procedures. (Federal-Aid Policy Guide 23 CFR Section 140.922).

4. Upon written notification to the COUNTY of the completion and acceptance of this project by the STATE, the COUNTY will maintain all passive warning devices in satisfactory condition in accordance with the requirements of the STATE as outlined in the latest edition of the National Manual on Uniform Traffic Control Devices, and subject to the limitations on damages applicable to counties under Ala. Code § 11-93-2 (1975) the COUNTY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities and their agents and/or assigns, from and against any and all action, damages, claims, loss liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the maintenance work performed by the COUNTY under this Agreement.

5. The STATE shall not be responsible for the maintenance of the passive warning devices once the COUNTY has been notified of the project completion and acceptance.

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

7. 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.

8. Exhibit "M" and "N" is attached hereto as a part of this agreement.

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

approval by the Governor of Alabama.

WITNESS BY:

County of Jefferson, Alabama

County Clerk

James A. Stephens, Chairman

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

Jim R. Ippolito, Jr. - Chief Counsel

Alabama Department of Transportation

RECOMMENDED APPROVED:

_____ - Region Engineer

Robert J. Jilla - Multimodal Transportation Engineer

STATE OF ALABAMA, Acting by and through the Alabama Department of Transportation

Ronald L. Baldwin, P. E. - Chief Engineer

_____ - Transportation Director

The within and foregoing AGREEMENT is hereby approved on the _____ day of 20

Robert Bentley - Governor of Alabama

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T to install 9,259' of buried cable at 6922 Pocahontas Road in Bessemer.
2. AT&T to install 500' of buried cable at 4623 Bob Brill Road off Buff Ridge Roads in Bessemer.
3. Alabama Gas Corporation to install 250' of 4" gas main on Trussville Clay Road in Trussville.

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

Jul-30-2015-656

STREET MAINTENANCE ACCEPTANCE

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

WHEREAS, Cresview Ime, as shown in Twin Crest Phase I Subdivision, as situated in the NW 1/4 of the NW 1/4 of Section 24, Township 15S, Range 5 W has been constructed to Jefferson County standards, axed right-of way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation. Department maintains roads.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 226, Page 81 in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County this 30th day of July, 2015.

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

Jul-30-2015-657

JEFFERSON COUNTY COMMISSION

RESOLUTION

ALDOT COURTESY NOTIFICATION

WHERE, Jefferson County, Alabama has received a Courtesy Notification from the State of Alabama Department of Transportation, notifying the County of Project Numbers: ST-037-007-006 and STPBH-7073[601] Intersection Improvements and Widening on SR-7(US-11) at CR-130(Edward Lake Road) and Ramps at Intersection of SR-7(US-11) and I-459 Widening, Traffic Signals and lighting; and

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

WHEREAS, the County for the purpose of complying with the requirements of the Federal Highway Administration in regards to its funding of improvements of the type and kind in this agreement.

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

RESOLUTION

WHEREAS, the County of Jepson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on SR-7 (US-11) within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Numbers: ST-037-407-OQ6 and STFBH-7073(601) Intersection Improvements and Widening on SR-7(US-11) at CR-130 (Edward Lake Road) and Ramps at Intersection of SR -7 (US-11) and I-459 Widening, Traffic Signals and Lighting.

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

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

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

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

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

N/A - This project does not require permanent barricade or relocation of any intersection streets.

Please refer to: Project Note Sheet	(Sheet 21D)
Please refer to: Traffic Control Plan Notes	(Sheets 21 - 2J1)
Please refer to: Traffic Signal /Intelligent Transportation Systems Plan Notes	(Sheets 2K - 2U)
Please refer to: Lighting Plan Notes	(Sheet 2M)
Please refer to: Traffic Control Plan and Sequence of Construction	(Sheets 50 - 79)

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agree with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fix a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

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

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

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 30th day of July, 2015.

ATTEST

County Clerk

James A. Stephens

Commission President

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

Jul-30-2015-658

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads and Transportation be granted permission to advertise for bids on Project No. JCP-51-15-03 for the widening of Brooklane Drive from Opal Avenue to Allison Bonnet Memorial Drive.

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

Jul-30-2015-659

WHEREAS, the City of Birmingham (CITY) is seeking to submit Application for Funding through the Alabama Industrial Access Road and Bridge Corporation to improve Sterilite Drive and Meadow Craft Road; and

WHEREAS, a portion of the project proposed is located within Unincorporated Jefferson County (COUNTY).

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign as co-applicant with the CITY on this application for funding. Both parties understand that an MOU between the CITY and COUNTY will be necessary should the application be approved.

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

Jul-30-2015-660

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close County Line Road between Trammel Road and Bankston Road in order to remove a corroded corrugated metal drainage culvert and replace with a reinforced concrete culvert beginning Monday, August 3rd and ending Friday, August 7, 2015.

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

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

Jul-30-2015-661

JEFFERSON COUNTY COMMISSION

RESOLUTION TO ADOPT THE JEFFERSON COUNTY SOLID WASTE MANAGEMENT PLAN

WHEREAS, the Jefferson County Commission is required by the Alabama Solid Wastes & Recyclable Materials Management Act, Code of Alabama 1975, §22-27-47, to periodically submit a minimum ten-year Solid Waste Management Plan (SWMP) to address solid waste management within the County; and

WHEREAS, the County has prepare the required SWMP; and

WHEREAS, the SWMP was submitted to the Alabama Department of Environmental Management (ADEM) for preliminary review and approval; and

WHEREAS, a public hearing was conducted on July 9, 2015, preceded by the required public comment period, to solicit input and has consolidated citizen comments and concerns into the development of the completed plan; and

WHEREAS, the Solid Waste Management Plan must be adopted by resolution of the Jefferson County Commission before final submission to ADEM.

NOW THEREFORE BE IT RESOLVED that the Jefferson County Commission approves and adopts the Jefferson County Solid Waste Management Plan - 2015, and that this SWMP will serve as the basis for solid waste management within covered areas of Jefferson County from the date of adoption through December 31, 2025, unless otherwise amended.

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

Jul-30-2015-662

WHEREAS, in order to obtain Federal and State funds for reimbursement for the relocation of certain utilities, and with sanitary sewer typically being one of those utilities; and

WHEREAS, The Alabama Department of Transportation (ALDOT) requires forms SAHD Number2, SAHD ATRP, and County Form Number 2 to be signed by the utility owner or authorized representative; and

WHEREAS, Jefferson County makes application to ALDOT for various roadway projects; and

WHEREAS, Jefferson County Environmental Services operates under an enterprise fund separate from the Roadway Fund and General Fund and is considered a utility owner for eligibility for utility relocation reimbursement.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Environmental Services, who is currently David Denard, is hereby authorized to execute for and behalf of the Jefferson County Commission the ALDOT forms listed above on Jefferson County sponsored roadway projects through ALDOT to maximize reimbursement for utility relocation.

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

Jul-30-2015-663

AMENDED RESOLUTION

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, but excluding any timely claim(s) which may have existed as of the date of the Settlement Agreement under the State or Federal Age Discrimination in Employment Acts, 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 check(s) 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.

SEPARATION AGREEMENT

This Agreement is entered into on the day of July, 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, 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 may hereafter accrue 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 pending or future claims arising out of or related to his employment relationship with Jefferson County, 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 (less taxes and withholdings required by law). A W-2 will be issued for this amount.
 - b. A lump sum to Butler of \$6,500.00 for expenses, costs and other 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 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 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 may hereafter have 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 Equal Pay Act, (8) the National Labor Relations Act, (9) the Fair Labor Standards Act, (10) the Employee Retirement Income Security Act (ERISA), (11) the Americans with Disabilities Act (ADA), (12) the Workers Adjustment and Retraining Notification Act (WARN), (13) the Veterans' Reemployment Rights Act, (14) any Workers Compensation claims and unemployment compensation claims, (15) the Family Medical Leave Act (FMLA), and (16) any other federal or state statutory or common law theory of liability damages;
 - b. Agrees to dismiss with prejudice the case 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.
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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 30th day of July, 2015.

CARLTON TERRELL BUTLER
JEFFERSON COUNTY, ALABAMA
JAMES A. STEPHENS, President
Jefferson County Commission

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

Jul-30-2015-664

AMENDED RESOLUTION

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, but excluding any timely claim(s) which may have existed as of the date of the Settlement Agreement under the State or Federal Age Discrimination in Employment Acts, 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.

SEPARATION AGREEMENT

This Agreement is entered into on the day of July, 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, 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 may hereafter accrue 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 pending or future claims arising out of or related to his employment relationship with Jefferson County, 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 (less taxes and withholdings required by law). A W-2 will be issued for this amount.
 - b. A lump sum to Kennedy of \$4,000.00 for expenses, costs and other 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 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 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 may hereafter have 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 Equal Pay Act, (8) the National Labor Relations Act, (9) the Fair Labor Standards Act, (10) the Employee Retirement Income Security Act (ERISA), (11) the Americans with Disabilities Act (ADA), (12) the Workers Adjustment and Retraining Notification Act (WARN), (13) the Veterans' Reemployment Rights Act, (14) any Workers Compensation claims and unemployment compensation claims, (15) the Family Medical Leave Act (FMLA), and (16) any other federal or state statutory or common law theory of liability damages;

b. Agrees to dismiss with prejudice the case 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.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 30th day of July, 2015.

JIMMY DUANE KENNEDY

JEFFERSON COUNTY, ALABAMA

JAMES A. STEPHENS, President

Jefferson County Commission

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

Jul-30-2015-665

Com. Dev. # DMO 38-14-1

Insp. Serv. Case # 20140038

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by said Act; and

WHEREAS, the Commission has by resolution duly adopted on September 25, 2014, determined that the hereinafter described structure (herein "the property") is unsafe to the extent of being a public nuisance, and has heretofore ordered the Building Official to demolish the property, and there being no timely appeal of said determination; and

WHEREAS, Federal funding became available from the Department of Housing and Urban Development (HUD) for disaster recovery, through the Commission's Office of Community and Economic Development, to make such demolitions possible in areas affected by the April 27, 2011, tornadoes; and

WHEREAS, the Building Official has caused the property to be demolished and has properly reported the cost of such demolition to the Commission; and

WHEREAS, the Building Official has, by first class mail, given notice to all entities identified in the records of, or is otherwise known to, the Jefferson County Tax Collector as having an interest in the property of the time and date of this Commission meeting, and of their right to attend said meeting and to oppose the assessment of said demolition costs upon the property; and

WHEREAS, the Commission has duly considered the objections, if any, made by said interested parties.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with Section 4 of Act No. 91-193 as follows:

1. It is hereby determined that Jefferson County, Alabama, reasonably incurred costs and which are hereby fixed in the amount of \$3,100.00 in the demolition of the property. Said costs are hereby reduced by the following amount of monies received from the sale of salvage materials from said building or structure, if any, (none).
2. The costs having been fixed as aforesaid and made and confirmed hereby shall constitute a Special Assessment upon the hereinafter described parcel of land and shall constitute a Lien upon said property for the amount of such assessment, which Lien shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid.
3. The Building Official is hereby ordered to file a certified copy of this resolution in the appropriate Birmingham or Bessemer Division of the Probate Court of Jefferson County, Alabama.
4. The Building Official is hereby ordered to file a certified copy of this resolution with the Tax Collector of Jefferson County, Alabama, who shall add the amount of the foregoing lien to the ad valorem tax bill on the hereinafter described property and shall collect said amount as if it were a tax and remit said amount to the Treasurer of Jefferson County, Alabama, all in accordance with said Act.
5. The Treasurer of Jefferson County, Alabama, is hereby ordered to remit all funds collected, in accordance with HUD's requirements that made Disaster Recovery funding available for said demolition, to the Office of Community and Economic Development's Department 2000.

The property which is the subject of this Resolution, Special Assessment and Lien is located and described as follows:

The remains of an abandoned structure located at 2308 Belmore Lane, Jefferson County, Alabama, 35207, and which is located on the following premises:

P.I.D. 22-00-11-2-006-019.000

Said property was last assessed in the name of Charles A. Rice and Jacqueline W. Rice.

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

Jul-30-2015-666

Com. Dev. # DMO 28-14-1

Insp. Serv. Case # 20140028

WHEREAS, Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission, after notice, to move or demolish buildings and structures or parts of buildings and structures, particularly walls and foundations, when the same are found by the County Commission to be unsafe to the extent of being a public nuisance; and

WHEREAS, the County Inspection Services Director (herein "Building Official"), has been designated by the Commission as the person to exercise the authority and perform the duties delegated by said Act; and

WHEREAS, the Commission has by resolution duly adopted on September 25, 2014, determined that the hereinafter described structure (herein "the property") is unsafe to the extent of being a public nuisance, and has heretofore ordered the Building Official to demolish the property, and there being no timely appeal of said determination; and

WHEREAS, Federal funding became available from the Department of Housing and Urban Development (HUD) for disaster recovery, through the Commission's Office of Community and Economic Development, to make such demolitions possible in areas affected by the April 27, 2011, tornadoes; and

WHEREAS, the Building Official has caused the property to be demolished and has properly reported the cost of such demolition to the Commission; and

WHEREAS, the Building Official has, by first class mail, given notice to all entities identified in the records of, or is otherwise known

to, the Jefferson County Tax Collector as having an interest in the property of the time and date of this Commission meeting, and of their right to attend said meeting and to oppose the assessment of said demolition costs upon the property; and

WHEREAS, the Commission has duly considered the objections, if any, made by said interested parties.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission in accordance with Section 4 of Act No. 91-193 as follows:

1. It is hereby determined that Jefferson County, Alabama, reasonably incurred costs and which are hereby fixed in the amount of \$3,333.00 in the demolition of the property. Said costs are hereby reduced by the following amount of monies received from the sale of salvage materials from said building or structure, if any, (none).
2. The costs having been fixed as aforesaid and made and confirmed hereby shall constitute a Special Assessment upon the hereinafter described parcel of land and shall constitute a Lien upon said property for the amount of such assessment, which Lien shall be superior to all other liens on said property except liens for taxes and shall continue in force until paid.
3. The Building Official is hereby ordered to file a certified copy of this resolution in the appropriate Birmingham or Bessemer Division of the Probate Court of Jefferson County, Alabama.
4. The Building Official is hereby ordered to file a certified copy of this resolution with the Tax Collector of Jefferson County, Alabama, who shall add the amount of the foregoing lien to the ad valorem tax bill on the hereinafter described property and shall collect said amount as if it were a tax and remit said amount to the Treasurer of Jefferson County, Alabama, all in accordance with said Act.
5. The Treasurer of Jefferson County, Alabama, is hereby ordered to remit all funds collected, in accordance with HUD's requirements that made Disaster Recovery funding available for said demolition, to the Office of Community and Economic Development's Department 2000.

The property which is the subject of this Resolution, Special Assessment and Lien is located and described as follows:

The remains of an abandoned structure located at 2133 Leola Avenue, Jefferson County, Alabama, 35207, and which is located on the following premises:

P.I.D. 22-00-11-2-008-005.000

Said property was last assessed in the name of Edward Johnson.

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
7/30/2015

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MORGUE SHEARS/FINGERPRINT SHIPPING	CORONER/MEDICAL EXAMINER	45.14	1900091112
DISTRICT 1	1000193	JEFFERSON CO TREASURER	DEATH CERT PRIORITY SHIPMENT	CORONER/MEDICAL EXAMINER	16.95	1900090882
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCH CONCRETE BLOCKS, TOGGLE SWITCHES & COIL	GEN SVCS: ADMINISTRATION	71.89	1900091062
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCH FOUNDATION COAT, DUCT WORK/KEY BLANKS.	GEN SVCS: ADMINISTRATION	456.00	1900090889
*DISTRICT 1					589.98	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - BEVERLY ALLDREDGE 6/4/2015	PER BD: ADMINISTRATION	10.00	1900090436
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - BEVERLY ALLDREDGE 6/16/15	PER BD: ADMINISTRATION	10.00	1900090618
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - JIM GREENE 6/30/15	PER BD WKFORCE DEV & APPLICA	110.88	1900090887
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - JAMES TORNABENE 7/7/15	PER BD: TESTING	49.41	1900091031
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - JIM GREENE 6/30/15	PER BD WKFORCE DEV & APPLICA	136.85	1900090888
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SUPPLIES/CLOTHING FOR RESIDENTS	YOUTH DETENTION: SUPPORT SVCS	296.75	1900090886
DISTRICT 2	1000193	JEFFERSON CO TREASURER	STAFF TRAINING MEALS/SUPPLIES FOR RESIDENTS	YOUTH DETENTION: SUPPORT SVCS	259.82	1900091076
DISTRICT 2	1000717	INTERNAL REVENUE SERVICE	FED EXCISE TAX-PATIENT CENTERED OUTCOMES RESCH	HUMAN RESOURCES ADMIN	10,248.00	1900091120
DISTRICT 2	1005557	ANTHONY COLE	ASSESSOR REIMBURSE - ANTHONY COLE 6/26/15	PER BD: TESTING	219.77	1900090858
DISTRICT 2	1019872	JANET BROWN	ASSESSOR REIMBURSE - JANET BROWN 6/25/15	PER BD: TESTING	322.64	1900090831
DISTRICT 2	1024747	MICHAEL BARRETT	ASSESSOR REIMBURSE - MICHAEL BARRETT 6/26/15	PER BD: TESTING	146.87	1900090857
DISTRICT 2	1025244	STACY MCLEAN	ASSESSOR REIMBURSE - STACY MCLEAN 6/26/15	PER BD: TESTING	170.36	1900090860
DISTRICT 2	1025257	MICHAEL WINFREY	ASSESSOR REIMBURSE - MICHAEL WINFREY 7/6/2015	PER BD: TESTING	244.07	1900090987
DISTRICT 2	1026985	PAUL TROTTER	ASSESSOR REIMBURSE - PAUL TROTTER 6/25/15	PER BD: TESTING	156.59	1900090852
DISTRICT 2	1027332	LORI SUNDERMAN	ASSESSOR REIMBURSE - LORI SUNDERMAN 6/26/15	PER BD: TESTING	240.67	1900090864
DISTRICT 2	1027336	KEITH PIRLOT	ASSESSOR REIMBURSE - KEITH PIRLOT 6/26/15	PER BD: TESTING	184.72	1900090862
DISTRICT 2	1031319	CARLOS HAMPTON	ASSESSOR REIMBURSE - CARLOS HAMPTON 6/26/15	PER BD: TESTING	254.60	1900090859
DISTRICT 2	1032250	SHARON PURIFOY	ASSESSOR REIMBURSE - SHARON PURIFOY 6/26/15	PER BD: TESTING	195.25	1900090863
DISTRICT 2	1032452	SAMUEL AU	ASSESSOR REIMBURSE - SAMUEL AU 6/25/15	PER BD: TESTING	587.92	1900090829
DISTRICT 2	1032458	THOMAS TRAUTMAN	ASSESSOR REIMBURSE - THOMAS TRAUTMAN 6/25/15	PER BD: TESTING	175.00	1900090851
DISTRICT 2	1032571	DARRYL NICHOLS	ASSESSOR REIMBURSE - DARRYL NICHOLS 6/26/15	PER BD: TESTING	260.27	1900090861
DISTRICT 2	1032976	JORI ALLEN-WILCOX	ASSESSOR REIMBURSE - JORI ALLEN-WILCOX 6/25/15	PER BD: TESTING	158.91	1900090828
DISTRICT 2	1033173	AMANDA BEAUFURE	ASSESSOR REIMBURSE - AMANDA BEAUFURE 6/25/15	PER BD: TESTING	283.76	1900090830
DISTRICT 2	1033174	JAMESON CAROBERT	ASSESSOR REIMBURSE - JAMESON CAROBERT 6/25/15	PER BD: TESTING	258.00	1900090832
DISTRICT 2	1033175	MATTHEW CHRISTOFFERSEN	ASSESSOR REIMBURSE - MATTHEW CHRISTOFFERSEN	PER BD: TESTING	125.00	1900090833
DISTRICT 2	1033176	ALEXANDER CLARKE	ASSESSOR REIMBURSE - ALEXANDER CLARKE 6/25/15	PER BD: TESTING	175.00	1900090834
DISTRICT 2	1033177	JACE DALLMAN	ASSESSOR REIMBURSE - JACE DALLMAN 6/25/15	PER BD: TESTING	230.08	1900090835
DISTRICT 2	1033178	KHALID EL-AMIN	ASSESSOR REIMBURSE - KHALID EL-AMIN 6/25/15	PER BD: TESTING	175.00	1900090836
DISTRICT 2	1033179	ALICIA GODWIN	ASSESSOR REIMBURSE - ALICIA GODWIN 6/25/15	PER BD: TESTING	258.65	1900090837
DISTRICT 2	1033180	CHRISTINE GUNDERMANN	ASSESSOR REIMBURSE - CHRISTINE GUNDERMANN	PER BD: TESTING	247.09	1900090838
DISTRICT 2	1033181	ELISSA HACK	ASSESSOR REIMBURSE - ELISSA HACK 6/25/15	PER BD: TESTING	241.64	1900090839
DISTRICT 2	1033182	KEVIN HOPKINS	ASSESSOR REIMBURSE - KEVIN HOPKINS 6/25/15	PER BD: TESTING	329.12	1900090840
DISTRICT 2	1033183	SARA HUBBERT	ASSESSOR REIMBURSE - SARA HUBBERT 6/25/15	PER BD: TESTING	260.27	1900090841
DISTRICT 2	1033184	LAUREN LABAT	ASSESSOR REIMBURSE - LAUREN LABAT 6/25/15	PER BD: TESTING	195.25	1900090842
DISTRICT 2	1033185	GRAHAM LOWMAN	ASSESSOR REIMBURSE - GRAHAM LOWMAN 6/25/15	PER BD: TESTING	125.00	1900090843
DISTRICT 2	1033186	TEANNA LUCAS	ASSESSOR REIMBURSE - TEANNA LUCAS 6/25/15	PER BD: TESTING	216.95	1900090844
DISTRICT 2	1033187	AMY MARTIN	ASSESSOR REIMBURSE - AMY MARTIN 6/25/15	PER BD: TESTING	249.02	1900090845
DISTRICT 2	1033188	DIANE MCLEAN	ASSESSOR REIMBURSE - DIANE MCLEAN 6/25/15	PER BD: TESTING	143.63	1900090846
DISTRICT 2	1033189	LINDA MOORE STEELE	ASSESSOR REIMBURSE - LINDA MOORE STEELE 6/25/15	PER BD: TESTING	125.00	1900090847
DISTRICT 2	1033190	LAURA OLEAN	ASSESSOR REIMBURSE - LAURA OLEAN 6/25/15	PER BD: TESTING	193.63	1900090848

DISTRICT 2	1033191	MICHAEL ROTCH	ASSESSOR REIMBURSE - MICHAEL ROTCH 6/25/15	PER BD: TESTING	334.39	1900090849
DISTRICT 2	1033192	SAMI SELCUK	ASSESSOR REIMBURSE - SAMI SELCUK 6/25/15	PER BD: TESTING	343.70	1900090850
DISTRICT 2	1033193	KATHERINE WILCOX	ASSESSOR REIMBURSE - KATHERINE WILCOX 6/25/15	PER BD: TESTING	175.00	1900090853
DISTRICT 2	1033194	JACQUELINE WILLIAMS	ASSESSOR REIMBURSE - JACQUELINE WILLIAMS	PER BD: TESTING	228.68	1900090854
DISTRICT 2	1033249	BRIAN BOUTWELL	ASSESSOR REIMBURSE - BRIAN BOUTWELL 7/2/15	PER BD: TESTING	125.00	1900090978
DISTRICT 2	1033250	FRANKLIN DIAZ	ASSESSOR REIMBURSE - FRANKLIN DIAZ 7/2/15	PER BD: TESTING	487.07	1900090979
DISTRICT 2	1033251	BRIAN JONES	ASSESSOR REIMBURSE - BRIAN JONES 7/2/15	PER BD: TESTING	295.10	1900090980
DISTRICT 2	1033252	THOMAS B SOWINSKI	ASSESSOR REIMBURSE - THOMAS SOWINSKI 7/6/15	PER BD: TESTING	125.00	1900090985
DISTRICT 2	1033253	ANTHONY WELCH JR	ASSESSOR REIMBURSE - ANTHONY WELCH 7/6/2015	PER BD: TESTING	204.38	1900090986
*DISTRICT 2					20,589.76	
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	SPECIAL ERASER/BESS DOCKET	SHER CORRECT-BESSEMER	27.47	1900090805
DISTRICT 3	1000193	JEFFERSON CO TREASURER	VALVES;SEALANT;COIL CLEANER;RENTAL PARTS;	ES: FIVE MILE CREEK WWTP	496.03	1900091138
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TUBES FOR PRESSURE WASHER	ES: LEEDS WWTP	17.98	1900090984
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PURCHASED GLASS TRACK DISPLAY BOARDS BESS JAIL	SHER CORRECT-BESSEMER	390.00	1900091116
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SINKER;FOIL;BATTERIES;CLAMP;METER;FAN;SWITCH;PTS	ES: VILLAGE ELECTRICAL SHOP	389.91	1900091122
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BRASS HANDLE	ES: SHADES LINE MAINTENANCE	115.25	1900090891
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PHONE CHARGER FOR I-PHONE - ADMINISTRATION	R&T: ADMINISTRATION	14.99	1900090892
DISTRICT 3	1000193	JEFFERSON CO TREASURER	POSTAGE TO SEND DOCUMENTS TO ADEM	ES: SANITATION ADMINISTRATION	7.45	1900090893
DISTRICT 3	1000193	JEFFERSON CO TREASURER	50LB CONCRETE PATCH MATERIAL - BRIDGE DIVISION	R&T: HIGHWAY ENG & CONSTR	191.84	1900091113
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SUPPLIES	ES: VILLAGE CREEK WWTP	481.89	1900090900
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SUPPLIES, CDL RENEWAL, MAILBOX, DRILL BITS	R&T: HIGHWAY MAINT-BESSEMER	376.66	1900091119
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PHONE CASE AND POSTAGE FOR DOCUMENTS TO EPA	ES: SANITATION ADMINISTRATION	91.05	1900090981
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FILE, NAILS, SLEDGE HAMMER, CDL, SINK, LINE, SHIPP	ES: SHADES LINE MAINTENANCE	415.34	1900090883
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SHOP VAC FILTER, HEX BITS	ES: TURKEY CREEK	42.36	1900091121
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CLAMPS;HOSES,TIRE REPAIR,HITCH PIN	ES: TRUSSVILLE WWTP	133.01	1900090982
DISTRICT 3	1000193	JEFFERSON CO TREASURER	STAINLESS STEEL RAILING FOR FILTER	ES: LEEDS WWTP	300.00	1900091135
DISTRICT 3	1000193	JEFFERSON CO TREASURER	MAILBOX POST, WATER, PIL, TARPS, KEYS, CONNECTOR	R&T: HIGHWAY MAINT-KETONA	116.97	1900091028
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SHIP OIL PADLOCK PLUMBNG GRADE IV RENEWAL COIL	ES: VALLEY CREEK WWTP	1,204.32	1900091029
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CAMERA, CASCADE & DAWN DET.	ES: SHADES LINE MAINTENANCE	114.96	1900091060
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PLUG FOR SHOP	ES: LEEDS WWTP	18.14	1900090983
DISTRICT 3	1000193	JEFFERSON CO TREASURER	WASTEWATER GR 1C CERTIFICATION-BRYAN BLACKMON	ES: SANITATION ADMINISTRATION	60.00	1900091148
DISTRICT 3	1000193	JEFFERSON CO TREASURER	KEYS, BOAT CUSHIONS, DRAIN PLUG, PADDLES, MAIL	R&T: HIGHWAY ENG & CONSTRU	116.51	1900091150
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FANS, LITTER PICKERS, SCREWS AND NUTS - KETONA	R&T: HIGHWAY MAINT-KETONA	297.09	1900091149
DISTRICT 3	1000270	A ALLEN RAMSEY PC	FEE DUE ON COLLECTIONS INVOICE # 31720	FINANCE SEWER SERVICES	96.79	1900091054
DISTRICT 3	1000270	A ALLEN RAMSEY PC	FEE DUE ON COLLECTIONS INVOICE # 31719	FINANCE SEWER SERVICES	15.43	1900091055
DISTRICT 3	1000270	A ALLEN RAMSEY PC	FEE DUE ON COLLECTIONS INVOICE # 31718	FINANCE SEWER SERVICES	181.93	1900091056
DISTRICT 3	1000270	A ALLEN RAMSEY PC	FEE DUE ON COLLECTIONS INVOICE # 31717	FINANCE SEWER SERVICES	1,679.84	1900091057
DISTRICT 3	1000270	A ALLEN RAMSEY PC	FEE DUE ON COLLECTIONS INVOICE # 31716	FINANCE SEWER SERVICES	2.34	1900091058
DISTRICT 3	1000270	A ALLEN RAMSEY PC	FEE DUE ON COLLECTIONS INVOICE # 31715	FINANCE SEWER SERVICES	122.19	1900091059
DISTRICT 3	1033166	WENDY M PETERSON	REFUND FOR OVERPAYMENT & FB ACCT # L 2-18910151D	FINANCE SEWER SERVICES	38.27	1900091052
DISTRICT 3	1033231	JO ANN TATUM	REFUND FOR OVERPAY & LEAK ADJ ACCT # W0-655C	FINANCE SEWER SERVICES	1,500.00	1900091051
DISTRICT 3	1033266	JOEL L FARROW	REFUND FOR OVERPAYMENT & FB ACCT # W0-59766D	FINANCE SEWER SERVICES	83.58	1900091050
DISTRICT 3	1033267	LINDA LOPEZ	REFUND FOR OVERPAYMENT & FB ACCT # W0-109175D	FINANCE SEWER SERVICES	101.89	1900091053
*DISTRICT 3					9,241.48	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FREON FOR COUNTY VEHICLE	LAND DEVELOPMENT	34.99	1900090781
DISTRICT 4	1000193	JEFFERSON CO TREASURER	COPY OF LLC FOR CHURCH DIRS FOR LP&DS ENFORCE	LAND DEVELOPMENT	15.00	1900090870
DISTRICT 4	1002077	INTNL ASSOC OF EMERGENCY	EMA STAFF - IAEM MEMBERSHIP DUES	EMA	925.00	1900090764
*DISTRICT 4					974.99	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FORBES DISTRIBUTING - CBL HDMI 1,4 W/HEC 15 FT & 6	INFO TECH: TECHNICAL SERVICES	65.80	1900091144
DISTRICT 5	1029545	COSTAR GROUP, INC.	ANNUAL APPRAISAL DATA PKAGE, AUTO RENEW CONTRT	BD OF EQUAL - BHAM STATE	5,709.41	1900091123
*DISTRICT 5					5,775.21	
**					37,171.42	

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

Jul-30-2015-667

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE FOLLOWING PURCHASING 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 7/7/15 - 7/13/15

- ROADS AND TRANSPORTATION (FLEET MANAGEMENT) FROM THE MCPHERSON COMPANIES, TRUSSVILLE, AL, TO AWARD BID FOR FUEL PUMP DISPENSERS FOR EACH LOCATION: KETONA CAMP, DOWNTOWN -8TH AVENUE, BESSEMER CAMP, FORESTDALE AND SHADES VALLEY FOR THE PERIOD OF 7/30/15 – 7/30/16.
REFERENCE: BID # 113-15
- SHERIFF'S DEPARTMENT FROM THE GRAPHIC SHOP, BIRMINGHAM, AL, CONTRACT RENEWAL FOR LAW ENFORCEMENT GRAPHICS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 7/24/15 – 7/27/16. (2ND YEAR) REFERENCE: BID # 129-14
- GENERAL SERVICES: ADMINISTRATION FROM A D I, CHARLOTTE, NC, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ELECTRONIC SUPPLIES TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/14 – 9/30/15. SAP PURCHASE ORDER # 2000082110 CHANGE ORDER \$15,000.00
REFERENCE: BID # 174-13 PURCHASE ORDER \$70,000.00 TOTAL
- GENERAL SERVICES: ADMINISTRATION FROM PITNEY BOWES, PITTSBURGH, PA, CHANGE ORD TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR POSTAGE TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/14 – 9/30/15. SAP PURCHASE ORDER # 2000082125 CHANGE ORDER \$185,000.00
PURCHASE ORDER \$585,000.00 TOTAL
- GENERAL SERVICES: ADMINISTRATION FROM FORBES DISTRIBUTING COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ELECTRONIC SUPPLIES TO BE ORDERED AS NEEDED

- BY USER DEPARTMENT FOR THE PERIOD OF 10/01/14 – 9/30/15. SAP PURCHASE ORDER # 2000082536
CHANGE ORDER \$3,000.00 REFERENCE: CONTRACT# CON-00001571 PURCHASE ORDER \$6,000.00 TOTAL
6. ROADS AND TRANSPORTATION (ADMINISTRATION) FROM DUNN CONSTRUCTION ROAD DV, BIRMINGHAM, AL,
CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE CONTINUED PURCHASE OF PLANT MIX
- BESSEMER FOR THE PERIOD OF 4/01/15 – 3/31/16. SAP PURCHASE ORDER # 2000086612
CHANGE ORDER \$400,000.00 REFERENCE BID # 67-13 PURCHASE ORDER \$970,000.00 TOTAL
7. ROADS AND TRANSPORTATION (ADMINISTRATION) FROM DUNN CONSTRUCTION ROAD DV, BIRMINGHAM, AL,
CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CONTINUED PURCHASE OF PLANT MIX –
CAMP KETONA FOR THE PERIOD OF 4/01/15 – 3/31/16. SAP PURCHASE ORDER # 2000087162
CHANGE ORDER \$ 400,000.00 REFERENCE BID # 67-13 PURCHASE ORDER \$1,200,000.00 TOTAL
FOR WEEK OF 7/14/15 - 7/20/15
1. JEFFERSON COUNTY DEPARTMENTS AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM ICS
JAIL SUPPLIES INCORPORATED, WACO, TX, TO AWARD BID FOR CANVAS TENNIS SHOES TO BE ORDERED AS
NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 7/30/15 – 7/29/16. REFERENCE: BID # 101-15
2. JEFFERSON COUNTY WAREHOUSE AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM
BUDGET JANITORIAL, PELHAM, AL, TO RENEW BID FOR FEMININE PRODUCTS TO BE ORDERED AS NEEDED BY
USER DEPARTMENT FOR THE PERIOD OF 9/11/15 – 6/10/16. (2ND YEAR RENEWAL) REFERENCE: BID # 141-14
3. JEFFERSON COUNTY WAREHOUSE AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM
BUDGET JANITORIAL, PELHAM, AL, TO RENEW BID FOR DISPOSABLE CAN LINERS TO BE ORDERED AS NEEDED
BY USER DEPARTMENT FOR THE PERIOD OF 9/11/15 – 6/10/16. (2ND YEAR RENEWAL) REFERENCE: BID # 146-14
4. COOPER GREEN MERCY HEALTH SERVICES: ADMINISTRATION FROM ADCO BOILER SERVICE, BESSEMER, AL,
CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR COMPLETION OF BOILER RE-TUBING AND
TUBE SHEET REPAIR FOR THE PERIOD OF 12/18/14 – 12/17/15. SAP PURCHASE ORDER # 2000085767
CHANGE ORDER \$55,000.00 REFERENCE BID # 160-14 PURCHASE ORDER \$65,840.00 TOTAL
5. COOPER GREEN MERCY HEALTH SERVICES FROM MID-SOUTH MEDICAL IMAGING LLC, FLOWOOD, MS, CHANGE
ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE PURCHASE OF RADIOLOGY SUPPLIES TO BE
ORDERED AS NEEDED BY USER DEPARTMENT THROUGH 7/25/15. SAP PURCHASE ORDER # 2000086165
CHANGE ORDER \$ 4,000.00 REFERENCE: PROVISTA CONTRACT # XR0261-2014
PURCHASE ORDER \$11,500.00 TOTAL

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

Jul-30-2015-668

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTION REPORT FILED BY THE
PURCHASING DIVISION FOR THE WEEK OF 7/7/15 - 7/13/15 AND 7/14/15 - 7/20/15, BE AND HEREBY IS APPROVED.

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

Jul-30-2015-669

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE
PURCHASING DIVISION FOR THE WEEK OF 7/7/15 - 7/13/15 AND 7/14/15 - 7/20/15, BE AND HEREBY IS APPROVED.

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

STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization

Jane Mardis, David Ogden, CR Jones, Scott Baker, Kingsley Moore,
Thomas Carew, Shannon Davis, Eric Wolfe, Ginger Morris, Keith Frevert,
Mark Wilson, Kim Blue, Remeca Reddock & Courtney Parker (State funds) \$2,743.30
AL IIA Residential Appraisal Manual
Hoover, AL – August 6, 2015

Penny Nunnally \$241.55
Lisa Meuse \$241.55
Robin Henderson \$241.55
Capture Sketch Class
Alpharetta, GA – July 23-24, 2015

Revenue

Wesley Moore & Michael Humber \$300.00
CROAA and CRE Certification
Hoover, AL – September 11, 2015

Tax Assessor – Bessemer

Nichole Carr & Srintra Saisaria \$500.00
Introduction to Property Tax
Hoover, AL – September 16-18, 2015

Tax Assessor – Birmingham

Gaynell Hendricks \$2,451.60
John Powe \$2,116.64
Alabama Association of Assessing Officials
Orange Beach, AL – August 9-14, 2015

Tax Collector – Birmingham

Christian Bishop, Madeline Blankenship, John Jones, Ashley Nunnolley,
Sheila Rice, Denise Spivey, Fakihta Stearnes & Larisa Wyatt \$2,000.00
Introduction to Property Tax Administration Course
Hoover, AL – September 16-18, 2015

Individual Staff Development

Budget Management Office

Tracie Hodge \$1,149.68
GFOAA Summer Conference and Training
Orange Beach, AL – August 19-21, 2015

Community and Economic Development

Yolanda Caver (grant funds) \$966.38
HUD CDBG-DR Regional Training
New Orleans, LA – July 13-15, 2015

Office of Senior Services

Melanie Gamble (grant funds) \$1,415.93
2015 CMS National Training
Dallas, TX – August 17-20, 2015

Revenue

Wesley Moore \$1,923.35
Tax Audit
St. Louis, MO – September 13-19, 2015

Charles Bell \$1,578.50
Tax Audit
Atlanta, GA & Nashville, TN – August 9-14, 2015

Darrick Williams \$200.00
CROAA Training Class
Orange Beach, AL – August 17-21, 2015

Eddie Woodis \$150.00
Altist Course
Hoover, AL – September 11, 2015

Travis Hulsey \$1,126.98
GFOA Conference
Orange Beach, AL – August 19-21, 2015

Tax Collector – Birmingham

J. T. Smallwood \$1,703.18
Alabama Association of Assessing Officials
Orange Beach, AL – August 11-14, 2014

For Information Only

Personnel Board \$797.00
Pete Blank, Dan Biles & Mike Glaze
Virtual Conference
September 28-30, 2015

Sheriff's Office
Kevin Wakefield \$495.00
*John Pickens \$1,302.98
Basic SRO School
Huntsville, AL – July 20-25, 2015 *July 19-25, 2015

Terrill Hogeland \$760.80
Grady Graves \$760.80
Colt AR-15/Sub Gun Armor's Course
Anniston, AL – August 25-27, 2015

Phillip Hill \$295.00
Criminal Investigation of Deadly Force
Birmingham, AL – September 9-11, 2015

Brad Dickey \$943.52
Criminal Investigation of Deadly Force
Biloxi, MS – August 9-13, 2015

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

BUDGET TRANSACTIONS

1. Finance \$32,718.40
Add one (1) Accounting Assistant II position (Gr. 16). Annual cost \$32,718.40
 2. Probate Court \$43,462.34
Add one (1) Administrative Clerk position (Gr. 13). Annual cost \$43,462.34
 3. Tax Collector \$191,954
Add two (2) Accounting Assistant II positions (Gr. 16) and three (3) Administrative Clerk positions (Gr. 13). Annual cost \$191,954
- Motion was made by Commissioner Brown seconded by Commissioner Knight that the Budget Transactions be approved. Voting "Aye" Brown, Knight, Bowman, Carrington and Stephens.

Jul-30-2015-670

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Environmental Systems Research Institute (ESRI) to provide consulting services to develop an ArcGIS Enterprise Platform Implementation Plan to provide a roadmap for system migration from the current GIS environment to an ESRI recommended ArcGIS Enterprise Platform for the period June 2, 2015 - June 1, 2016 in the amount of \$24,834.

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

Jul-30-2015-671

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement

between Jefferson County, Alabama and Xerox Corporation to provide maintenance/support for two Xerox Nuvera Data Center high volume printers for the period June 1, 2015 - May 31, 2016 in the amount of \$33,416.

CON-00007427

Xerox Nuvera Maintenance

THIS AGREEMENT entered into this 1st day of June, 2015, by and between Jefferson County Alabama hereinafter called "the County", and Xerox Corporation, hereinafter called the contractor", located at 1000 Urban Parkway, Suite 600, Birmingham, AL 35242. The effective date of this agreement shall be June 1, 2015.

WHEREAS, the County desires to contract for Xerox Nuvera Printer Maintenance for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to provide said service 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: This contract results from Jefferson County Commission Information Technology Department request for Xerox Nuvera Printer Maintenance. The contract describes the maintenance support to be provided. Xerox Maintenance Agreement and this Contract agreement constitute the entire agreement between the parties.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. The Contract effective dates are June 1, 2015 - May 31, 2016, with the County's option to renew for two (2) additional one (1) year terms.
4. COMPENSATION: \$31,416.00 plus print overage beyond 100,001 impression per printer @ .0069 per impression.
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 subcontractors) 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. 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.
8. 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.
9. 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.
10. 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.
11. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
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. 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.

13. 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.

14. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

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

16. 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 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.

18. 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 Commission
James Stephens, President

Xerox Corporation
_____, Authorized Signature

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

Jul-30-2015-672

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Administrative Order 15-3, be and hereby is approved.

ADMINISTRATIVE ORDER
OF THE
JEFFERSON COUNTY COMMISSION

15-2

THE JEFFERSON COUNTY COMMISSION hereby issues the following Administrative Order:

PURPOSE

To update the comprehensive policies and procedures to ensure that Jefferson County's rolling stock and motorized equipment are selected, purchased, utilized, maintained and disposed of in a manner that provides the best possible support to the County's operations through economical and effective fleet management. This Administrative Order replaces Orders 89-1, 89-1-5, 09-1 and all other amendments/resolutions pertaining to the 1996 Administrative Order.

DEFINITIONS. As used herein, the following terms shall have the meaning hereby ascribed to them:

"Authorized Employee (AE)": Any individual authorized to operate a county vehicle on behalf of the Jefferson County Commission, e.g., part-time, hourly, full-time employees, and any individual under contract to perform services.

"Commuting": Use of a county-owned vehicle by an employee for travel between home and official work station, while not in "travel status.

"County": Jefferson County, Alabama.

"First Responder": An authorized County employee who is chosen by a head of a user department to respond in the early stages of an incident. This individual is deemed responsible for the protection and preservation of life, property, evidence, and the environment as defined in section 2 of the Homeland Security Act of 2002 (6 U.S.C. 101). This includes areas such as emergency management, public health, clinical care, public works, and other skilled support personnel (such as equipment operators) that provide immediate support services during prevention, response, and recovery operations.

"Fleet Contact Person": A person within a user department that is the point of contact for Fleet Management who can receive, distribute, and provide information needed pertaining to the rolling stock in that department or division.

"Fleet Management": This term shall mean the Fleet Management Division of the Roads and Transportation Department including the Mobile Equipment Manager or their designee.

"Office": The facility/official work station within a user department where the employee routinely reports for duty.

"Public Body": shall mean a legal entity established by authority from the Alabama Legislature and/or existing for a public purpose and where more than 50% of its governing body consists of elected public officers or appointees of elected public officers. Examples include but are not limited to Health Department and Emergency Management Agency.

"Rolling Stock". "Equipment" or "Unit": These terms are interchangeable and when used herein shall mean all County motorized vehicles and off-road equipment.

"Surplus Rolling Stock": shall mean any and all Rolling Stock of the County which has been declared by action of the Jefferson County Commission to be surplus.

"User Department": Any internal department reporting the County Manager and is recognized by the County Commission as such to do work on behalf Jefferson County. A user department may include, the office of a County Commissioner, the County Manager's office, the department of Roads and Transportation, General Services, Environmental Services, Inspection Services, Land Planning and Development, Economic and Community Development and all other County departments and divisions.

"Vehicle Management Committee (VMS)": A committee formed to review and discuss any issues pertaining to Rolling Stock and Equipment.

SECTION 1. RESPONSIBILITY OF ROLLING STOCK OPERATOR AND USER DEPARTMENTS:

Section 1.1: Responsibilities of User Departments.

All User Department heads and their AE's that use or operate the County's rolling stock to perform their duties are expected to adhere to the guidelines outlined in the Rolling Stock Operator's Conduct Manual.

The cost to the County of such violations shall be determined by the County Manager, in consultation with Fleet Management and collected from the offending individual by the Finance Director and paid to the County Treasurer.

Violations of this policy reflect bad judgment. Accordingly, repeat violations or failure to promptly satisfy any charge attributable to a violation shall result in a disciplinary action which may include suspension or termination of the use of the County motor vehicle or equipment and may also include suspension of termination of employment.

Section 1.2: License Verification

It is imperative that all AEs operating any of the County's rolling stock have valid operators' licenses and adhere to the policy outlined in the Rolling Stock Operators Conduct Manual.

Section 1.3: Rolling Stock Assignments to Commissioner Assistants

Each Commissioner's office is assigned one unit for use by administrative support to conduct County business.

Section 1.4: Commuter Vehicles

Pursuant to the procedure set forth below, authorized employees may need to take County vehicles home because of reasons deemed necessary by the County. Each AE must meet the criteria outlined in Sections 1.4.1 and 1.4.2 below. County vehicles will not be driven home outside the County without the specific by AE name, destination and approximate daily mileage being approved by the County Manager. These specific instances will be noted in the annual first responder/commuter list provided to the Commission. As required by Alabama law, commuters and first responders shall use County vehicles only for official County business. County owned vehicles may not be used for

personal business. The Department head will need to complete the Commuter Request form (Appendix A) and submit it to the County Manager's office for approval. The Department head and the approved AE must also read and sign the Jefferson County Rolling Stock Operator's Manual and submit the signature page to Fleet Management. Approved commuter lists must also be sent to Fleet Management to retain and make available to officials upon request.

Section 1.4.1: First Responders

The following individuals/department members shall be deemed first responders and authorized to have County vehicles assigned to them with overnight use:

- The County Manager
- Jefferson County Commissioners
- Jefferson County Coroner's Office
- Jefferson County Sheriff's Department

Department heads may also recommend a list of authorized employees (AE) in their departments deemed first responders as defined in the "definitions" section above. Each March, Department heads need to submit a current list to the Vehicle Management Committee (outlined in Section 8) for review and approval. The County Manager will submit the list of approved First Responders and Commuter to the Commission for acknowledgment on a yearly basis. During the year, revisions to the list must be submitted to the County Manager's office for approval and the approved list sent to Fleet Management.

Section 1.4.2: Other Commuters

Department heads will recommend a list of AEs in their departments who may need to take vehicles home because it provides the most efficient services to the citizens of Jefferson County. This includes but is not limited to inspectors, assessors, collectors, etc.

SECTION 2. FUEL PROCUREMENT AND REPORTING PROCEDURES

Section 2.1: Personal Identification Numbers

It is imperative that Authorized Employees (AE's) that fuel County vehicles provide the correct vehicle meter reading and use his/her own personal identification number (PIN#) when making fuel purchases. Each Authorized Employee (AE) is responsible for safe guarding his or her own pin number. AE's who fail to comply with the above are subject to investigation by Fleet Management and possible disciplinary action by his or her supervisor.

Section 2.1: Fuel cards

Fuel cards that are assigned to the vehicle must stay with the vehicle until it is either replaced by Fleet Management or the vehicle is taken out of service. Exceptions to this include fuel cards that are assigned to non- motorized and miscellaneous equipment.

Section 2.2: Fuel Products

All employees must purchase the fuel product prescribed by the vehicle manufacturer, usually unleaded regular fuel or diesel fuel #2 (clear diesel). Any user department or AE that experiences issues with fueling at any County owned site or retail location should contact Fleet Management immediately.

Section 2.3: County Owned Fuel Sites

User departments shall immediately report any fuel leaks, defective equipment &' etc., to Fleet Management. All such repairs and maintenance on fuel dispensing equipment shall be performed by the vendor awarded the County's contract for fuel site maintenance.

Section 2.4: Fuel Contract and Annual Reporting

Fleet Management shall project the fuel requirements for the fiscal year and forward the information to the Purchasing and Budget Departments. Purchasing secures bids and awards the contracts. for fuel. Fleet Management shall file the required annual reports pursuant to the provisions of the Jefferson County Board of Health Air Pollution Control Act of 1971, Act. No. 769 (Regular Session, 1911), and Alabama Environmental Act No. 612 (Regular Session, 1982)

SECTION 3. ROLLING STOCK ACCIDENT REPORTING AND REPAIR

Any Authorized Employee ("AE") involved in an accident while operating Rolling Stock or any County employee or elected official involved in an accident while driving a non-County vehicle being used in the course of performing County business shall proceed as provided herein.

Section 3.1: Personal Injury.

Any AE involved in an accident while driving Rolling Stock or a County employee or elected official involved in an accident while driving a non-County vehicle in the course of performing County business shall immediately report such motor vehicle accidents involving any personal injury or any property damage to any vehicle or any other property to the appropriate police agency or to the Jefferson County Sheriffs Department if the accident occurred in the unincorporated area of the County.

Section 3.2: Property Damage.

Employees shall report to the respective department heads accidents involving only minor damage to County property (damages estimated to be less than \$250) occurring on County property, other than roadways, User department heads shall investigate these minor

accidents and ensure that employees report all vehicle accidents promptly to Risk Management and Fleet management.

Section 3.3: Uniform Vehicle Accident Report form.

Employees must complete a Uniform Vehicle Accident Report form on each vehicle accident. In addition to the police report the employee(s) involved in the vehicle accident should complete, as applicable, the following reports and forward them to Risk Management:

- 0 Employee Injury/Incident Report
- 0 Affidavit - Driver Statement
- 0 Affidavit - Passenger Statement (if applicable)
- 0 Supervisor Incident Statement
- 0 Automobile Loss Notice Form
- 0 Away From Vehicle Driver Statement (if applicable)

Employees must send copies of the applicable forms listed (available on the County's intranet) to Fleet Management and Risk Management within five (5) calendar days of the accident. Department heads shall ensure that employees send copies of the police reports to Risk and Fleet Management in a timely manner.

Section 3.4: Form SR-13.

The employee must file Form SR13 with the State with copy to the Risk Manager. The County Treasurer's Office shall recover any funds from independent insurance agencies who should write a check to Jefferson County, if repair is made through Fleet Management and charged against the County.

Section 3.5: Confidentiality.

Employees involved in vehicular accidents shall not discuss the accident or give information to any person other than a department supervisor, or designated agent, employee's attorney, an investigating police officer, a member of the County Attorney's staff or Risk Management.

Section 3.6: Damage Repairs

Fleet Management shall repair vehicles in accordance with normal County repair procedures. Risk Management shall coordinate the loss recovery process.

SECTION 4 COMMUTING VEHICLE REPORT (Change from Current Policy)

Section 4.1: Quarterly reporting

All County employees and elected officials using Rolling Stock for commuting purposes must file a quarterly report with the Finance Budget Management Department indicating the specific days the elected official used such vehicle to commute from home to work and back home. The Finance Budget Management Department will add a current per day fee of reported vehicle use to the gross Federal and FICA taxable wages of the reporting individual. The Finance Payroll Department shall deduct federal withholding income tax and FICA tax on such amounts. If an elected official with an assigned vehicle fails to file a timely report with the Budget Management Department, it will automatically add the fee per County work day, during the subject quarter, to the individual's federal and FICA taxable wages.

Section 4.2: Exceptions

Rolling Stock not subject to the commuting report include clearly marked sheriff and fire vehicles; delivery trucks with seating only for the driver or only for the driver plus a folding jump seat; flatbed truck, cargo carrier with over 14,000 pound capacity; school and passenger buses with over a 20 person capacity; ambulances; hearses; bucket trucks; cranes and derricks; fork-lifts; cement mixers; dump trucks; garbage trucks; specialized utility repair trucks except vans and pickup trucks; and tractors.

Section 4.3: Affidavit required by BMO

At the beginning of the budgeting process of each fiscal year, each department head must include with their budget requirements signed affidavits of each employee assigned Rolling Stock for commuting purposes. The affidavit must be approved via resolution through the County Manager's office. Throughout the year, affidavits for newly added employees must also be submitted and approved via resolution through the County Manager's office.

SECTION 5 MOTORPOOL

The Fleet Management office shall provide vehicle pool services to all County departments on a rental vehicle basis. Each Director shall encourage vehicle pool assignments over individual vehicle assignments. Pools are a proven strategy in reducing fleet size and cost reduction.

Section 5.1: Motorpool Register

Fleet Management shall maintain a Motor Pool Register reflecting all included motor vehicles. The County Manager's Office with the approval of the County Commission shall add or delete motor vehicles from the motor pool by official action. Authorized employees may obtain motor pool vehicles on a reservation or walk-in basis.

Section 5.2: Duration of usage

Employees may use motor pool vehicles for a term limited to five (5) consecutive calendar days. Provided, Fleet Management should routinely extend the authorized term beyond five (5) days where reasonably justified. Such extensions include instances in which a motor pool asset is temporarily replacing a vehicle being repaired and where a new vehicle is on order and the item being replaced is traded or otherwise unavailable. Extensions for non-routine reasons shall require the County Manager's approval.

Section 5.3: Rate schedule

The County Manager shall annually adopt a rate schedule to assign the cost of motor pool vehicles to using departments. The rate schedule shall be effective October 1 st of each year and subject to modification during the year by the County Manager.

Section 5.4: Motorpool vehicles

Fleet Management is responsible for making sure that the motor pool includes a sufficient number of new and low mileage vehicles to encourage regular motor pool usage and diminish demand for individually assigned vehicles. Accordingly, the Fleet Manager may assign or reassign new and low mileage vehicles to the motor pool to insure reliable and dependable cars are readily available if needed.

SECTION 6 VEHICLES/MOTORIZED EQUIPMENT MAINTENANCE AND REPAIR PROCEDURES

Fleet Management should maintain and repair all County owned Rolling Stock. Fleet will determine whether the equipment can be repaired in-house or in some cases repaired by an outside source.

Section 6.1: General

Vehicle maintenance includes inspection, lubrication, adjusting, testing and replacing vehicle components which have failed or are on the verge of failure. These actions will be performed in one of two ways:

- On a scheduled, periodic basis, which is called preventative maintenance (PM) cycle or;
- On art unscheduled basis, which is referred to as breakdown or unforeseen maintenance issues.

Section 6.2: Priority of Maintenance

Maintenance of Jefferson County Rolling Stock fleet vehicles and motorized equipment in the maintenance cycle will be prioritized as follows:

Priority	Vehicle Equipment
1	Public safety (Sheriff/EMA etc.)
2	Essential Services (Roads & etc.)
3	Preventative Maintenance (Scheduled)
4	Unscheduled Maintenance

Section 6.3: Operational Rolling Stock Needing Preventative Maintenance

It is recommended that all Rolling Stock or equipment requiring preventative maintenance or in disrepair (but safely operational) be scheduled or have an appointment to be driven or delivered to Fleet Management by an AE/ operator. The AE will provide Fleet Management the following information to put on the Equipment Request for Service Form:

- Vehicle Number
- Date
- Vehicle Description
- Mileage/hours
- Department Number
- Repairs required/symptoms

The Fleet Management Office personnel will prepare a vehicle work order in system and enter the vehicle into the maintenance cycle. Once the unit is repaired and tested, the department will be notified for pick-up.

Section 6.4: Rolling Stock Down or Inoperable

When Rolling stock has unexpectedly broken down or become inoperable, user departments should follow the procedures outlined below in sections 6.4.1 and 6.4.2 and provide Fleet Management with the following information:

- Operator Name
- Contact Information
- Vehicle Number
- Location of Vehicle
- Repairs required/symptoms

Section 6.4.1: Local breakdowns (within 50 mile radius of Jefferson County)

During normal business hours:

- The operator will contract Fleet as well as notify his or her supervisor if their vehicle breaks don.
- The Fleet Management will either dispatch a Fleet Technician to accomplish the repair or arrange for towing of the vehicle, whichever is more economically feasible.

After hours, weekends or holidays:

- The operator will contact the Sheriff Department's dispatch as well as notify his or her supervisor if their vehicle breaks down.
- The Sheriff department's dispatch will arrange for towing of the vehicle by the contracted vendor.
- Department must notify Fleet Management of the breakdown by close of the next business day.

Section 6.4.2: Out of Town breakdowns (beyond 50 mile radius of Jefferson County)

During normal business hours:

- The operator should contact Fleet as well as notify his or her supervisor if their vehicle breaks down.
- Fleet Management will either dispatch a Fleet Technician to repair/ tow the vehicle or make arrangements to have vehicle repaired by a vendor located near the breakdown site.

After hours, weekends or holidays:

- The operator should contact Fleet as well as notify his or her supervisor if their vehicle breaks down.
- Fleet Management will either dispatch a Fleet Technician to repair/ tow the vehicle or make arrangements to have vehicle repaired by a vendor located near the breakdown site.

Section 6.5: Completed Repairs Notification

Fleet Management will notify the User Department upon completion of repairs. This notification will be within one hour of the completion of work.

Section 6.6: Issuing Parts for Self-Help

Under normal circumstances, Fleet Management will only issue repair parts for vehicles in which Fleet is performing the repairs or preventative maintenance. Under special circumstances, the Fleet Manager can approve issuing of minor parts to be held and installed on a self-help basis by the requesting Department only if the requisition is from management personnel within that department, includes justification and is not a serious modification. In these cases, parts will be issued utilizing a Fleet Management Work Order with the appropriate approval.

Section 6.7: Emergency Fleet Support

During emergency conditions, Department Directors requiring emergency fleet support should contact Fleet Management who will provide the requested fleet support within County policies and procedures and negotiate a repair time frame. If for some reason, Fleet Management cannot repair the equipment within the negotiated time, and repair is needed to finish either a project or any other task deemed important by the County Manager or designee, the Department Head should complete the Emergency Repairs Request form (Appendix E) and seek permission from the County Manager's Office to have the equipment repaired through an approved contractor. Once the equipment is repaired, a copy of the pertinent documents must be submitted immediately to Fleet Management so it can be documented in the Fleet Management System.

Section 6.8: Miscellaneous

Work Performed on Rolling Stock All inspections and other miscellaneous work performed on Rolling Stock by outside vendors must be done so with prior approval from the Fleet Manager. Upon completion of the work, a copy of the pertinent documents must be submitted immediately to Fleet Management so it can be properly documented in the Fleet Management System.

SECTION 7 SERVICE TO PUBLIC BODIES OTHER THAN THE COUNTY

Fleet Management, with the permission of the County Manager's Office, shall establish and operate procedures for the maintenance, care and repair of the vehicles of Public Bodies (ex: Health Dept, Library, Emergency Management Association). The County Manager shall recommend annually an external rate schedule for Commission adoption to cover the cost of these services.

SECTION 8 VEHICLE MANAGEMENT COMMITTEE

Section 8.1: Purpose

The purpose of the Vehicle Management Committee (VMC) is to review and discuss any issues pertaining to Rolling Stock and equipment such as establishing motor pools, take home vehicle procedures, department first responder lists and any other policies therein. The committee will meet as needed at the direction of the County Manager's office.

Section 8.2: Committee members

The VMC consists of the Directors of Roads & Transportation, Environmental Services, General Services, Land Development and Inspection Services along with the Jefferson County Sheriff and a designee from the County Manager's Office who will serve as staff and facilitator for the Committee.

SECTION 9 ROLLING STOCK REPLACEMENT

Section 9.1: Replacement reasons

The County Manager's office will consider and recommend to the County Commission Rolling Stock for replacement for the following reasons:

- 1) Fleet Management and the user department deem the unit in question as unsafe

- 2) the unit meets the replacement criteria set forth by this Administrative Order
- 3) the cost to repair the unit will exceed the expected extended useful value of the Rolling Stock
- 4) the vehicle is totaled in an accident and the insurance company gives the car to the County for disposal at its discretion
- 5) vehicle maintenance/ operating history

The user department will initiate the request for replacement based upon a demonstrated need for the equipment. The user department will submit information related to the demonstrated need to Fleet Management to be incorporated into the evaluation.

Section 9.2: Rolling Stock disputes

If for some reason user department wants to keep a unit despite that unit meeting the criteria above, a Vehicle Evaluation Form (see Appendix F) must be completed by both the user department and Fleet Management and submitted to the County Manager's Office for a final decision.

It is highly recommend that Fleet Management and the user department attempt to develop a consensus with regard to any disputes pertaining to Rolling Stock.

Section 9.3: Retirement Eligibility Criteria.

Equipment replacement for Jefferson County is divided into three basic groups each having criteria that must be met for a unit to be considered for replacement.

<u>Group</u>	<u>Equipment Unit #s</u>	<u>Equipment Types</u>	<u>Age Requirement</u>	<u>Mileage Requirement</u>
#1-Automobiles and Light Trucks	Beginning with A, B, C or M	Cars, Pick-ups, SUV's, Vans, Etc.	7 years	135,000
#2-Heavy Trucks	Beginning with D and E	Single and Tandem Dumps, Flatbeds, Etc.	10 years	200,000
#3- Off Road Equipment	Beginning with F, G, H, S or T	Backhoes, Dozers, Loaders, Scrapers, Pavers, Etc.	10 years	10,000 hours

* Some equipment may be eligible for retirement by age but may have lower mileage. The decision to sell or retain this equipment will be determined by the user department and the County Manager.

Section 9.4: Equipment Replacement List

Section 9.4.1: List Approval Procedure

Each March, the Fleet Manager will review the fleet and compile a list of equipment recommended for replacement based on three criteria: vehicle mileage, age and use. The list will consist of equipment already meeting these criteria as of February 28 and other equipment deemed eligible for retirement based on results shown on the Rolling Stock Evaluation forms attached in (Appendix B-D). The list will be sent to the County Department Heads.

The VMC will meet each March to review and discuss the list of equipment suggested to be replaced, consider fleet expansion requests and project costs for the upcoming fiscal year. They will determine which equipment, if any, is so essential to the delivery of services that it should be replaced. Upon their decision, a list of cost projections will be created for the equipment and submitted to the County Manager for review. Any recommendation for approval to the Commission will be consistent with the existing budgetary constraints. to make the final decisions on what will be replaced based on the committee's recommendation.

Once approved, the list will go before the full Commission for further approval in conjunction with the annual budget to set the funding for the upcoming fiscal year. With a commitment for funding, the procurement procedure will begin. (Please note: All turn-in vehicles must be accompanied by a Vehicle Turn-In Notification Form). See Appendix E.

Section 9.4.2: Fleet Expansion Requests

All equipment approved and scheduled to be replaced is to be retired and turned in to Fleet Management once the new replacement has arrived. In some cases, however, a department may want to hold on to existing equipment and purchase additional units. This is known as fleet expansion. In such a case, User Departments are required to complete the Request for Fleet Expansion form (See Appendix G) and submit a list of additional equipment they are requesting for the forthcoming fiscal year to the committee or the Fleet Manager. This information will be forwarded to the County Manager's office and then to the Commission for final approval.

Additions to the fleet will not be permitted unless the requesting department can fully justify the need for increasing the size of its fleet. Justification must include a discussion as to how both the new and existing units could be used to meet the service demand and how the County will be negatively impacted by not acquiring the additional unit.

SECTION 10 ROLLING STOCK SPECIFICATIONS

It is the policy of the Jefferson County Commission that purchase specifications for Rolling Stock reflect only the size and accessories essential to the performance of County functions. Fleet Management shall recommend the most cost-effective specifications for Rolling Stock. User departments with objections or exceptions to Fleet Management's recommendation must have its Department Head submit these in writing to the County Manager's office for approval. The County Manager's office shall resolve any differences of opinion between the user

department and Fleet Management pertaining to the specifications. The following criteria are purchasing guidelines pertaining to specifications for Rolling Stock.

Section 10.1: Acquisition Process

- Subject to the Base Configuration listed below, user departments shall prepare purchase specifications for Rolling Stock with the advice and assistance of Fleet Management. Any specifications that are not considered standard equipment must be requested in writing to the County Manager's office for approval.
- After the parties reach an agreement, the user department will concur with agreed specifications by signing the specifications document and returning it to Fleet Management who will enter the requisition.
- The Purchasing Department will receive the completed requisition and shall discuss any substantive changes determined to be needed with the requesting department and Fleet Management. Upon resolution of the changes, the Purchasing Department shall prepare the bid documents and proceed with taking of bids.
- After the Purchasing Department receives all bids, it shall submit copies of the bids received to the user department and Fleet Management for their review and approval. The departments shall resolve any conflicts as mentioned above.
- Upon approval by the user department and Fleet Management, the Purchasing Department shall proceed with the awarding of the purchase contract. The Purchasing Department will send copies of the purchase order to Fleet Management and the user department.
- All new equipment should be delivered to Fleet Management for evaluation since it will be maintained, fueled and repaired by Jefferson County's Fleet Management. When Fleet Management receives the equipment, the user department and Fleet Management will verify conformity with the specifications and insure receipt of the required manuals, cd's and other items pertinent with new equipment.
- Fleet will confirm receipt of the equipment in the requisition system so that the vendor can be paid.
- After the equipment is properly checked in and training has been scheduled if needed, Fleet Management will notify the user department of availability for pick-up.

Section 10.2: Base Configuration

Rolling Stock {except Sheriffs Department, District Attorney, and Elected Officials' vehicles} shall be configured as follows:

Section 10.2.1 Personal Modification:

It shall be the policy of the Commission that the purchase of window tint and chrome accessories are discouraged. Justification for the reason of such modifications should be submitted in writing to and approved by County Manager, if properly justified. Personal license plates, bumper stickers and displays of other personal beliefs or affiliations are prohibited.

Section 10.2.2 Accessories:

Standard engine, automatic transmission, air conditioning, factory tinted windows, left/right remote mirrors, cloth-bench seats, standard radio, power steering, power windows, power brakes, bumper guards, side protective molding. Note: some departments may require heavy duty suspension, heavy duty battery, and heavy duty cooling system.

Section 10.2.3 Color:

Standard exterior color for County vehicles is white. Only vehicles assigned to a County Commissioner and the County Manager can be either white or black. Departments such as the County Sheriff may warrant colors such as maroon, silver and tan. The County Manager may approve, upon recommendation of the user department, such "high visibility" colors like yellow, for trucks, vans and larger vehicles where such color selection improve safety for the vehicle and its operators. All interior colors must be standard unless approved by the County Manager's office.

Section 10.2.4 Marking:

Fleet Management shall mark all Rolling Stock in a uniform manner with the County Seal and the Vehicle Number on both driver and passenger doors. The County Seal, approximately 6" round for automobiles and 12" round for trucks, should be clear with black writing so it will be readily visible and identifiable on the vehicle. Exceptions to this order include Sheriffs Department, District Attorney, elected officials and specified department head Rolling Stock which the County Commission and/or County Manager will determine on an individual basis.

Method of Numbering Equipment

- First Character - Equipment Type
 - A - Automobiles and Passenger Vans
 - B - Pickups
 - C - Cargo Vans and Light Trucks
 - D - Single Axle Dump and Flat Bed Trucks
 - E - Tandem Axle Dump and Flat Bed Trucks
 - F - Off Road Equipment (Dozers, Loaders, Backhoes, Excavators, Etc.)
 - G - Sand Spreaders H - Grass Cutters S - Sweepers T-Trailers and Towed Equipment

- Second and Third Characters - Year Model
- Fourth and Fifth Characters - Department Number
- Sixth and Seventh Characters - Sequential order in which Equipment year model was purchased in that Department

Example: A116812

A-Automobile

11- Year 2011

60 - Sheriff's Department Code

12 -12'0" piece of 2(111 model Equipment added to Sheriff's Department

Section 10.2.5 License Plates

Rolling Stock shall bear license plates as required by law. Section 40-12-240, Code of Alabama, requires the registration of motor vehicles "owned and used by Counties." The law provides that the license plates must have stamped thereon the word "County" for owned Rolling Stock. The law also provides that any person driving a governmentally owned Rolling Stock "without proper tag thereon shall be guilty of a misdemeanor." Further, in accordance with the Supervisor, Registration/International Registration, Motor Vehicle Division, State of Alabama, "law enforcement agencies should be advised that the undercover license plates are to be used only when the vehicle is actually being employed in investigative and surveillance work. Clearly, it is legislative intent that when the vehicle is used in normal activity the governmental license plate provided under Section 40-12-250 is to be displayed." Fleet Management is agent for Jefferson County to transfer certificates of title for all Rolling Stock.

SECTION 11 SALE OF SURPLUS COUNTY ROLLING STOCK

Section 11.1: Definitions

"Surplus Rolling Stock" shall mean any and all Rolling Stock of the County which has been declared by action of the Jefferson County Commission to be surplus.

"Public Body" shall mean a legal entity established by authority from the Alabama Legislature and/or existing for a public purpose and where more than 50% of its governing body consists of elected public officers or appointees of elected public officers.

Section 11.2: Procedure

The Jefferson County Commission shall dispose of that Rolling Stock at fair market value by auction or for an amount as determined by the Fleet Management in accordance with the following procedure:

- Fleet Management shall receive recommendations for surplus declaration of County Rolling Stock from user departments and shall take notice of such Rolling Stock under its custody and control. User departments shall inform Fleet Management of any special state or federal requirements or court orders affecting in any way the disposition of the Rolling Stock being considered.
- Following the determination of such surplus status, Fleet Management shall from time to time submit such Rolling Stock by appropriate description, to the Jefferson County Commission via the County Manager's office for declaration of surplus status.
- The Purchasing Department or the Fleet Manager shall dispose of such Surplus Rolling Stock by auction via the current awarded auctioneer at such appropriate times and places as beneficial to the County. Prior to auction (preferably, no less than 60 days before), any Public Body may purchase by negotiation any such Surplus Rolling Stock. The purchase price shall be the fair market value as determined by Fleet Management using any trade references or other sale value information as may be available (e.g., Kelly Blue, NADA & etc.).

All sales shall be final and the Purchasing Department shall sell such Rolling Stock "as is" and without any warranty of any nature. Fleet Management shall evidence all sales by appropriate sale and title documents. The Purchasing Department or its current agent/auctioneer shall pay all proceeds from the sales of Surplus Rolling Stock to the Treasurer's Office. The Treasurer's Office shall deposit the proceeds into the Capital Project Fund Account of the County or appropriate Enterprise fund account and make distributions of proceeds in compliance with any such state or federal laws or court orders affecting the Rolling Stock.

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

Motion was made by Commissioner Brown seconded by Commissioner Carrington that the following item (Commissioner Knight's resolution) be added as New Business. Voting "Aye" Carrington, Knight and Stephens. Voting "Nay" Bowman and Brown.

Commission Stephens stated that an opinion from the County Attorney's Office that an Executive Session is appropriate for the Commission to discuss with counsel the legal ramifications of and legal opinions for pending litigation involving Jefferson County and

controversies imminently likely to be litigated.

Motion was made by Commissioner Carrington seconded by Commissioner Knight that an Executive Session be convened. Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

The Commissioner Meeting reconvened at 11:05 a.m.

Commissioner Stephens stated that the Employment Agreement with Barnett Wright was carried.

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, August 13, 2015.

President

ATTEST

Minute Clerk