

STATE OF ALABAMA)

JEFFERSON COUNTY) August 23, 2011

The Commission convened in regular session at the Birmingham Courthouse at 9:00 a.m., David Carrington, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of August 9, 2011, be approved. Voting "Aye" Stephens, Brown, Bowman and Carrington.

The Commission met in Work Session on August 22, 2011, and approved the following items to be placed on the August 23, 2011, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 26.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 27.
- Commissioner Carrington, Administrative Services Committee - Items 2 through 10.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 4.
- Commissioner Stephens, Finance & Information Technology Committee Items A through O.

Commission Carrington announced a Special Meeting of the Commission would be held on Tuesday, August 30, 2011.

Commissioner Bowman stated that the following Commissioners were elected to offices at the Association of County Commissions of Alabama's (ACCA) Annual Convention: Commissioner Bowman - Director of Minority Affairs, Commissioner Brown to the Legislative Committee and Commissioner Stephens to the Board of Directors.

NOTE: Commissioner Stephens did not attend the Committee Meeting.

Commissioner Carrington announced that he would like to call a special meeting for August 30th to approve item 1 on the Administrative Services agenda relating to employee benefits in order to give Commissioners more time to study the proposed changes. The members of the Commission agreed to such special meeting and Commissioner Knight announced that he might have an additional item for the special meeting relating to EMA.

Aug-23-2011-635

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Special Meeting of the Jefferson County Commission held on August 12, 2011, at 9:00 a.m. in the Jefferson County Courthouse in Birmingham is hereby acknowledged and confirmed and the following resolutions and actions taken and approved by the County Commission therein are hereby acknowledged, confirmed, ratified and approved.

On Motion by Commissioner Stephens and seconded by Commissioner Brown, voting "Aye" Stephens, Brown, Bowman and Carrington.

Aug-12-2011-634-SP-MTG

WHEREAS, the Jefferson County Commission was presented with an Outline of Proposed Terms for Settlement and Refinancing ("Outline") by the Receiver on August 11, 2011; and

WHEREAS, it appears that the proposed debt concessions from the creditors reflected in the Outline may result in sewer rates that might be acceptable to the Commission; and

WHEREAS, the Outline includes terms and conditions that require further analysis, projections, and negotiations; and

WHEREAS, the Outline is subject to preparation and execution of a definitive settlement and financing agreement by September 16, 2011; and

WHEREAS, the Governor has agreed to call a special session of the Alabama Legislature in September to address Jefferson County's legislative issues, contingent on the County's successful completion of a definitive settlement agreement; and

WHEREAS, the Governor has agreed to support a moral obligation covenant that will result in materially lower interest rates in a refinancing.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President and Finance Chair are hereby authorized to negotiate directly with individual Sewer Creditors to resolve differences in the "Outline".

And, as a result of these negotiations, the County's attorneys are hereby authorized and directed to prepare a definitive settlement and financing agreement by September 16, 2011, which shall include the terms, conditions and schedule for a refinancing of the outstanding sewer warrants, for consideration and action by the Jefferson County Commission at a subsequent duly scheduled meeting thereof.

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

Bids were received and publicly opened and read from the following contractors on the Gardendale New Castle Park Project: Cherry Brothers and Southeastern Sealcoating, Inc.

Bids were referred to Community & Economic Development for tabulation, report and recommendation.

Aug-23-2011-636

BE IT RESOLVED by the Jefferson County Commission that the Department of Community & Economic Development is authorized to increase Program Year 2010 CDBG General Administration Project by \$35,000.00. The amendment is necessary because of an additional \$170,000.00 received in program income of which 20% is eligible for general administration activities.

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

Aug-23-2011-637

BE IT RESOLVED by the Jefferson County Commission that the Department of Community & Economic Development is authorized to increase Program Year 2010 HOME General Administration Project by \$50,000.00. The amendment is necessary because of an additional \$50,000.00 received in program income which is eligible for general administration activities.

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

Aug-23-2011-638

BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Youth Agreement with Aletheia House for Program Year 2011. The agreement provides for training 75 participants in green jobs and prepares the participants for entry level career ladder positions. The agreement is in the amount of \$300,000.00 and is for the period August 15, 2011 through June 30, 2012.

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

Aug-23-2011-639

BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Youth Agreement with St. Vincent's Hospital d/b/a Jeremiah's Hope Academy for Program Year 2011. The agreement provides for training

75 participants in high growth careers in healthcare and prepares the participants for entry level career ladder positions. The agreement is in the amount of \$205,843.64 and is for the period August 15, 2011 through June 30, 2012.

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

Aug-23-2011-640

BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Youth Agreement with The Dannon Project for Program Year 2010. The agreement provides for training 75 participants in high growth careers in healthcare and prepares the participants for entry level career ladder positions. The agreement is in the amount of \$300,000.00 and is for the period September 1, 2011 through June 30, 2012.

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

Aug-23-2011-641

WHEREAS, Advance Career Training Solutions desires to provide occupational training in computer applications and programs, networking, and web design to Adult participants; and

WHEREAS, the agreement is for the period September 1, 2011 through June 30, 2012.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Advance Career Training Solutions for Program Year 2011.

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

Aug-23-2011-642

WHEREAS, Advance Career Training Solutions desires to provide occupational training in computer applications and programs, networking, and web design to Dislocated Worker participants; and

WHEREAS, the agreement is for the period September 1, 2011 through June 30, 2012.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Advance Career Training Solutions for Program Year 2011.

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

Aug-23-2011-643

NOW, THEREFORE, BE IT RESOLVED by the Jefferson Count- Commission that the President, W. D. Carrington, be hereby authorized- empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and Thompson Architecture Inc., for the Fairfield Forest Hill Park Improvements Project (CD09-03F-M01-FHP). The modified amount shall be \$1,950.00 for a limited Phase II Environmental. The original agreement amount was \$23,600.00. The new allocation for this project shall be \$25,550.00. This project is from the 2009 program year.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community &

Economic Development, hereinafter called "the County", and Architect, Inc., hereinafter called "the Contractor" for grant allocation PY09/FY11. The effective date of this agreement shall be June 29, 2010.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on June 29, 2010 in Minute Book 160, Page 144, is hereby amended as follows:

The purpose of this Modification is to add the following scope of services of a limited Phase II:

1. Review the User & the Owner Environmental. Questionnaires & the FOIA (Freedom of Information Act) requested documentation.
2. Perform interviews with resident whose names and contact information are provided.
3. Perform historic chain of title review & search for activity & use limitations on the project site; and
4. Update previously provided Environmental Documentation.

The total cost of the additional services is \$1,950.00. The total compensation to Thompson Architecture Inc., shall be \$25,550.00.

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

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

CONSULTANT

Robert N. Thompson, President

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

Aug-23-2011-644

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President. W. D. Carrington be and hereby is authorized, empowered and direct to execute an agreement between Jefferson County, Alabama and Hatch Mott MacDonald for the provision of engineering services in connection with the Murphree Road Improvements Project (CDBG 10-03K-U04-MRI). The fee for these services will be \$32,500.00 and will be paid in full with federal funds. This project is from the Program Year 2010 funds.

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

Aug-23-2011-645

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION

A RESOLUTION ADOPTING THE 2009 JEFFERSON COUNTY MULTI-HAZARD MITIGATION PLAN, IN FULFILLMENT OF THE FEDERAL DISASTER MITIGATION ACT OF 2000 AND THE LOCAL MITIGATION PLAN REQUIREMENTS OF 44 C.F.R. SECTION 201.6 AND FEMA LOCAL MULTI-HAZARD MITIGATION PLANNING GUIDANCE

WHEREAS, The Federal Disaster Mitigation Act of 2000 (DMA 2000), as administered by the Alabama Emergency Management Agency (AEMA) and the Federal Emergency Management Agency (FEMA) provides Federal assistance to local governments to alleviate suffering and damage from disasters, and broadens existing relief programs to encourage disaster preparedness plans and programs, coordination and responsiveness, insurance coverage, and hazard mitigation measures; and

WHEREAS, the DMA 2000 requirements for local mitigation plans are set forth in 44 C.F.R. Section 201.6 and the Local Multi-Hazard Mitigation Planning Guidance, FEMA, July 1, 2008 (Federal planning criteria); and

WHEREAS, as a prerequisite for each Jefferson County jurisdiction to continue to qualify for FEMA mitigation grant assistance programs, the DMA 2000 requires the five year update of the Jefferson County Alabama Natural Hazards Mitigation Plan, which was approved by FEMA on June 21, 2004; and

WHEREAS, the AEMA had awarded a \$242,700 planning grant fled tthrough the FBA. Hazard Mitigation Grant Program (HMGP) to the Jefferson County Commission to fund 75% of the total cost of the five year plan update for all jurisdictions within Jefferson County; and

WHEREAS, the 2009 Jefferson County Multi-Hazard Mitigation Plan has been prepared in accordance with DMA 2000 requirements under the direction of the Jefferson County Hazard Mitigation Planning Committee with the support of the Jefferson County EMA. on behalf of all of the jurisdictions within Jefferson County; and

WHEREAS, said mitigation plan addresses all natural and human-made hazards deemed to threaten property and persons within the unincorporated and incorporated areas of Jefferson County and

WHEREAS, the Federal planning criteria require formal adoption of the FEMA-approved plan update by each participating jurisdiction.

NOW THEREFORE, BE IT RESOLVED that the 2009 Jefferson County Multi-Hazard Mitigation Plan is hereby adopted and immediately made effective.

ADOPTED this the 23rd day of August, 2011.

W. D. Carrington

ITS: President

ATTEST:

ITS: Minute Clerk

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

Aug-23-2011-646

WHEREAS, the Hazard Mitigation Grant Program (HMGP) provides grants to States and local governments to implement long-term hazard mitigation measures after a major disaster declaration; and

WHEREAS, Jefferson County Office of Community & Economic Development will submit an application, for the Community Safe Room Grant Application for Concord for \$275,739.00 for storm shelters.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized to execute the grant application, certifications, and documents.

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

Aug-23-2011-647

WHEREAS, the Hazard Mitigation Grant Program (HMGP) provides grants to States and local governments to implement long-term hazard mitigation measures after a major disaster declaration; and

WHEREAS, Jefferson County Office of Community & Economic Development will submit an application, for the Community Safe Room Grant Application for Concord for \$275,739.00 for storm shelters; and

WHEREAS, a minimum of 25% match of the total project cost is required.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that Match in the form of Cash and In Kind in the amount of \$91,913.00 will be provided for the Community Safe Room Grant Application for Concord.

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

Aug-23-2011-648

WHEREAS, the Hazard Mitigation Grant Program (HMGP) provides grants to States and local governments to implement long-term hazard mitigation measures after a major disaster declaration; and

WHEREAS, Jefferson County Office of Community & Economic Development will submit an application, for the Community Safe Room Grant Application for North Smithfield Community for \$298,780.00 for storm shelters.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized to execute the grant application, certifications, and documents.

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

Aug-23-2011-649

WHEREAS, the Hazard Mitigation Grant Program (HMGP) provides grants to States and local governments to implement long-term hazard mitigation measures after a major disaster declaration; and

WHEREAS, Jefferson County Office of Community & Economic Development will submit an application, for the Community Safe Room Grant Application for North Smithfield for \$298,780.00 for storm shelters; and

WHEREAS, a minimum of 25% match of the total project cost is required.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that Match in the form of Cash and In Kind in the amount of \$99,706.00 will be provided for the Community Safe Room Grant Application for North Smithfield.

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

Aug-23-2011-650

WHEREAS, the Hazard Mitigation Grant Program (HMGP) provides grants to States and local governments to implement long-term hazard mitigation measures after a major disaster declaration; and

WHEREAS, Jefferson County Office of Community & Economic Development will submit an application, for the Community Safe Room Grant Application for Oak Grove for \$135,519.00 for storm shelters.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized to execute the grant application, certifications, and documents.

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

Aug-23-2011-651

WHEREAS, the Hazard Mitigation Grant Program (HMGP) provides grants to States and local governments to implement long-term hazard mitigation measures after a major disaster declaration; and

WHEREAS, Jefferson County Office of Community & Economic Development will submit an application, for the Community Safe Room Grant Application for Oak Grove for \$135,519.00 for storm shelters; and

WHEREAS, a minimum of 25% match of the total project cost is required.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that Match in the form of Cash and In Kind in the amount of \$45,174.00 will be provided for the Community Safe Room Grant Application for Oak Grove.

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

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

1. That the Commission enters into a Supplemental Agreement Number 3 with the State of Alabama, acting by and through the Alabama Department of Transportation amending an original Agreement dated November 23, 1999, Supplemental Agreement No. 1 dated March 27, 2003 and Supplemental Agreement No. 2 dated April 6, 2007 for:

Right of Way Acquisition Program, Project STPBH-7164 (600), Project Reference Number 100007597 for improvements on Main Street from West Tarrant Road to Red Mayne Road in Jefferson County; which Agreement is before this Commission.

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

3. That the Agreement be attested by the County Clerk and the seal of the Commission affixed thereto.

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

Passed, adopted, and approved this 23rd day of August, 2011.

ATTESTED:
County Clerk

W. D. Carrington, President
Jefferson County Commission
Jefferson County, Alabama

AGREEMENT FOR RIGHT-OF-WAY ACQUISITION
BETWEEN THE STATE OF ALABAMA AND JEFFERSON COUNTY, ALABAMA
Project STPBH-7164 (600)
Project Reference Number 100007597
Improvements on Main Street from
West Tarrant Road to Red Mayne Road in Jefferson County
SUPPLEMENTAL AGREEMENT NUMBER 3

THIS SUPPLEMENTAL 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 STATE; and Jefferson County, Alabama, hereinafter referred to as COUNTY.

WHEREAS, the STATE and COUNTY entered into a Right-of-Way Acquisition Program for improvements on Main Street from West Tarrant Road to Red Mayne Road in Jefferson County, effective November 23, 1999, and

WHEREAS, the STATE and COUNTY desire to amend the Agreement entered into on November 23, 1999, Supplemental Agreement Number 1 dated March 27, 2003, and Supplemental Agreement Number 2 dated April 6, 2007, by execution of this Supplemental Agreement.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated November 23, 1999, Supplemental Agreement Number I dated March 27, 2003, and Supplemental Agreement Number 2 dated April 6, 2007, be and the same is hereby amended in the following respects:

- 1. Page 4, paragraph 17 of the foregoing Agreement is hereby amended by substituting January 17, 2015, in lieu of January 20, 2003, in such paragraph.
- 2. All other and remaining terms of the Agreement of November 23, 1999, shall remain the same.

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

ATTEST:

JEFFERSON COUNTY, ALABAMA

By:

W. D. Carrington

County Clerk (Signature)

President, Jefferson County Commission (Signature)

APPROVED AS TO FORM:

By: Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Division Engineer, Brian C. Davis

Multimodal Transportation Planning Engineer

Robert J. Jilla

Chief Engineer, D. W. Vaughn

STATE OF ALABAMA ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION
Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this day of , 2011.

GOVERNOR OF ALABAMA, ROBERT BENTLEY

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

Aug-23-2011-653

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama and the Alabama Department of Transportation regarding removal and disposal of debris resulting from the April 27, 2011 tornados.

MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF ALABAMA
AND
THE JEFFERSON COUNTY COMMISSION
REGARDING REMOVAL AND DISPOSAL OF DEBRIS

This Memorandum of 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 ALDOT; and the Jefferson County Commission, hereinafter referred to as COUNTY; and

WHEREAS, ALDOT has control of and responsibility for maintenance and upkeep of the right of way on state roads; and

WHEREAS, in April of 2011, numerous tornadoes and storms passed over several Alabama counties causing extensive property damage; and

WHEREAS, after a first pass by ALDOT to remove storm debris from the right of way on state roads there is storm debris from private property that has been placed on state right of way

NOW, THEREFORE, the parties hereto agree as follows:

1. ALDOT authorizes the COUNTY, its agent or its contractor to enter upon the state right of way at its discretion in order to arrange, order, gather, or otherwise marshal debris caused by or related to the April, 2011 storms and remove and dispose of the debris placed thereon by owners of private property.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated above, and each of the undersigned personally represent and ware ant that they have the full right, power and authority to execute this Agreement on behalf of the respective parties.

ATTEST:

County Clerk

THE JEFFERSON COUNTY - COMMISSION

W. D. Carrington - As President

APPROVED AS TO FORM:

Jim R. Ippolito, Jr.

Chief Counsel

Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

D. W. Vaughn, Chief Engineer

Alabama Department of Transportation

APPROVED

John R. Cooper, Director

Alabama Department of Transportation

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

Aug-23-2011-654

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION. that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: August 4, 2011
Purpose: Pay Jones & Berry, P.C. Real Estate Trust Account
Invoice for Acquisition Costs - Settlement Due to Tract 58 - (Michael Cook)
Project No. STPBH-7002(600) Morgan Road Improvements Agent - Mike Key
Price: \$32,335.00
Pay to the order of: Jones & Berry, P.C, Real Estate Trust Account
Mailing Address: 1205 North 19th Street
Birmingham, AL 35224

Fund # 4022000000
Bus. Area # 5100
GL Object -# 515710
Fund Center -# 5100000000
WBS #C.981D
Functional Area - THRO
Check Delivery Code: #84

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

Aug-23-2011-655

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of Roads and Transportation, the President of the Commission is hereby authorized to execute the attached Quit Claim Deed to release a slope and drainage easement to the adjoining property owner as required by prior agreement between Jefferson County and the property owner.

STATE OF ALABAMA

THIS INSTRUMENT PREPARED BY:
James F. Henderson, Jr., County Property Manager
A- 2110 Courthouse
716 Richard Arrington, Jr. Blvd. No.
Birmingham, AL 35203

JEFFERSON COUNTY

QUIT CLAIM DEED

KNOW ALL MIEN BY THESE PRESENTS, That in acknowledgment of the prior agreement between Jefferson County and Warwick Development Company, Inc., requiring Jefferson County to re-convey the slope and drainage easement at time of development and also in consideration of the sum One and No/100 DOLLARS \$1.00 to Jefferson County, a political subdivision of the State of Alabama, in hand paid by Warwick Development Company, lite. tile receipt whereof is acknowledged, Jefferson County does hereby remise, release, quit claim and convey to the said Warwick Development Company, Inc. all its rights, title, interest, and claim in or to the following described real estate, to wit:

Part of the slope and drainage easement conveyed to Jefferson County, Alabama, by Deed Book 3883, Page 198, as recorded in tile Office of tile .fudge of Probate, Jefferson County, Alabama, and being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of Section 15, Township 16 South, Range 1 West and run westerly along the north line of said 1/4 section a distance of 1209.02 feet; thence turn left al) angle of 135°44'07" and run southeasterly a distance of 444.90 feet to the point of beginning of a 6° curve to the right having a central angle of 21°47'00" and a radius of 954.93 feet; thence run southeasterly along the arc of said curve a distance of 13 feet, more or less, to the intersection of the northeasterly projection of the southeasterly right-of-way of Grayson Valley Parkway, a/k/a Creely Drive according to the survey of Creely Drive Road Dedication, as recorded in Map Book 179, Page 77 in the Probate Office of Jefferson County, Alabama and the POINT OF BEGINNING of herein described slope and drainage easement of variable widths, being bounded on the northeasterly side by the currently existing Right-of-Way of Chalkville Mountain Road, and bounded oil the southwesterly side by a line lying 75 feet southwesterly of and parallel to the following described line; thence continue southeasterly along the arc of said curve a distance of 350.06 feet to the end of said curve and the end of this slope and drainage easement.

All of said slope and drainage easement lies in the NE 1/4 of tile N W 1/4 of Section 15, Township 16 South, Range I West, Jefferson

County, Alabama.

TO HAVE AND TO HOLD, to the said Warwick Development Company, Inc, their heirs and assigns forever.

JEFFERSON COUNTY, ALABAMA

Attest:

W.D. Carrington, President

Minute Clerk

Jefferson County Commission

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

Aug-23-2011-656

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Frank Jones to serve as Chairman of the Pension Board for the General Retirement System of Jefferson County, for an additional term of three (3) years beginning September 1, 2011 and ending August 31, 2014, be and hereby is approved.

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

Aug-23-2011-657

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of LORREN OLIVER as Director of the Personnel Board of Jefferson County.

Agreements with the following:

- (a) Adtrav Travel Management - to provide travel services for FY2011-2012 - \$90,000
- (b) International Business Machines Corp. - to provide annual maintenance and support of the statistical analyses software for FY2011-2012 - \$7,990.70
- (c) Technical Innovations - to provide audio and visual maintenance services for the test administration facility for FY2011-2012 - \$36,100
- (d) Balch & Bingham, LLP - to provide legal representation for FY2011-2012 - \$250,000
- (e) Lloyd, Gray, Whitehead & Monroe, PC - to provide legal representation for FY2011-2012 - \$60,000
- (f) Cravath, Swaine & Moore, LLP - payment of scheduled legal fees associated with the termination of the Consent Decree due by December 14, 2011 - \$450,000
- (g) Implementation Services Group - to provide technical Lawson software support for FY2011-2012 - \$11,600

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

Aug-23-2011-658

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama and the Turkey Creek Nature Preserve (TCNP) to assist the County in complying with the education and training requirements of the National Pollutant Discharge Elimination System (NPDES) Permit and to assist TCNP in working toward its goal of environmental stewardship, with particular focus on water resources.

Memorandum of Understanding

Jefferson County Commission and Turkey Creek Nature Preserve

This Memorandum of Understanding (MOU) establishes an agreement between the Jefferson County Commission (JCC) and the Turkey Creek Nature Preserve (TCNP).

The purpose of entering into this MOU is to assist JCC in complying with the education and training requirements of the National Pollutant Discharge Elimination System (NPDES) Permit, and to assist TCNP in working toward its goal of environmental stewardship, with

particular focus on water resources.

Through this document, JCC and TCNP will identify areas in which the purpose and mission of each agency intersect and establish a common agenda within these areas in order to work collaboratively and/or in partnership on projects, events, trainings, publications, and other activities, to include:

- education fairs offered to students (Jefferson County Water Festival, CORD Summer Science Camp, etc.)
- water quality seminars offered to the public (low impact landscaping practices, water monitoring, etc.)
- water quality workshops offered to particular trades (lawn care industry, homebuilders, etc.)
- publications (posters, brochures, etc)
- and other trainings and programs developed to reflect modifications made to the County's NPDES.

The benefits of entering into this MOU include reducing expenses by sharing knowledge and resources, minimizing duplication of effort, enhancing the efficiency of stormwater pollution prevention outreach efforts, and expanding the reach of both agencies to improve stormwater quality.

JCC and TCNP agree to maintain a cooperative working relationship to promote stormwater pollution prevention. This MOU does not create enforceable legal obligations, but rather is an expression of intent by the parties to work with one another as partners to reduce stormwater pollution.

Amendments or additions may be developed and implemented by mutual written agreement of the parties at any time without renegotiating the entire MOU. One or both parties also may terminate participation in this agreement after providing 30 days written notice to the other party, thereby nullifying this agreement. This agreement is effective immediately after both parties sign, and will remain in effect for both parties unless and until they choose to formally terminate.

David Carrington, President
Jefferson County Commission
Taylor Steele, Director
Turkey Creek Nature Preserve

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

Aug-23-2011-659

WHEREAS, the polling location of Mountain Chapel United Methodist Church, Precinct 4802, located at 2541 Rocky Ridge Road, Birmingham, AL 35243 is no longer available; and

WHEREAS, Lakeside Baptist Church, located at 2865 Old Rocky Ridge Road, Birmingham, AL 35243, has better access, more parking, more handicapped parking and more room to accommodate the voters.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling location of Mountain Chapel United Methodist Church be changed to Lakeside Baptist Church.

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

Aug-23-2011-660

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is authorized and directed to prepare checks to Election Systems and Software for the costs of ballot printing, absentee envelopes and precinct supply preparation and to The Birmingham News for poll worker publication costs related to the two special primary elections scheduled for August 30, 2011. The total probate costs for the House 45 and House 48 special primary elections will be \$15,000.00

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

Aug-23-2011-661

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Louie H. Hurd, Department of Youth Services, to waive the ninety (90) day notice requirement for the Sick Leave Conversion/Retirement Benefit Program, be and hereby is approved. All required paperwork has been filed with the Department of Human Resources and effective retirement date is October 31, 2011.

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

Aug-23-2011-662

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Denny Harp to fill the unexpired term of Terry Harbarger on the McAdory Area Fire District Board of Trustees ending December 31, 2015, be and hereby is approved.

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

8/23/2011

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No	
DISTRICT 1	1000193	JEFFERSON CO TREASURER	ACLS CERTIFICATION/MILAGE/SCRUB PADS/POSTAGE	CGH: ADMINISTRATION	800.86	1900051956	
DISTRICT 1	1000193	JEFFERSON CO TREASURER	TRAVEL REIMBURSEMENT FOR EMPLOYEE - RICKY HILL	GEN SVCS: ADMINISTRATION	14.19	1900052051	
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF STAMPS FOR SEWER BILLING MAILOUT	GEN SVCS: ADMINISTRATION	61.77	1900052054	
*DISTRICT 1					876.82		
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PRINTER INK, OIL, BATTERIES & LOCKS	R&T: HIGHWAY ENG & CONST	96.38	1900052191	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH COM DEV: PROJECTS -VACATION APPLICATION	COMMUNITY DEVELOPMENT	100.00	1900052079	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PURCHASE OF FURNACE BOX	R&T: HIWAY MAINT-KETONA	100.00	1900052057	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH COM DEV: BINDERS/PRESENTATION COVERS	COMMUNITY DEVELOPMENT	32.48	1900052080	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	AMT. DUE JFH IRWA CLASS 800 CHATT., TN 7-12-11	R&T: RIGHT OF WAY	10.69	1900052190	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL FOR JEFF WILLIAMS	R&T: BRIDGE MAINT/CONSTR	30.50	1900052050	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PAD LOCKS FOR HERBICIDE TRUCKS, OFFICE KEYS	R&T: HHWAY MAINT-BESS	21.98	1900052214	
DISTRICT 2	1000329	GREGORY M KEY	TRAVEL REIMBURSEMENT (5/19-20/2011) IRWA COURSE	R&T: RIGHT OF WAY	62.26	1900052111	
DISTRICT 2	1020976	ASHLEY LEMSKY MCCARY	REIMBURSEMENT MILEAGE JAN-2011 - MAY 2011	SENIOR CITIZEN SERVICES	235.32	1900051950	
*DISTRICT 2					689.61		
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. MILEAGE-ENFORCEMENT EXAMINERS	REVENUE	32.40	1900051921	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. MILEAGE-ENFORCEMENT EXAMINERS	REVENUE	599.81	1900051924	
DISTRICT 3	1000194	GENERAL RETIREMENT SYS	ANTHONY D WILLIAMS 4/16/11 - 5/11/11	SHERIFF ENFORCE-BHAM	445.62	1900052066	
DISTRICT 3	1000194	GENERAL RETIREMENT SYS	DONALD L WHITSITT 02/01/11- 04/13/11	SHERIFF ENFORCE-BHAM	1,212.62	1900052053	
DISTRICT 3	1000194	GENERAL RETIREMENT SYS	MALINDA STUBBS - MILITARY CONVERSION	TAX COLLECTOR-BHAM	3,368.50	1900052193	
DISTRICT 3	1000548	CITY OF VESTAVIA HILLS	09SMA GRANT REIMBURSEMENT - VESTAVIA FIRE	EMA	8,960.03	1900052210	
DISTRICT 3	1018882	BIG COMMUNICATIONS INC	PROJECT ESTIMATE FOR TAX ASSESSOR'S OFFICE(B'HM)	TAX ASSESS BHM			
			MAPPING & APPR		3,877.50	1900052204	
*DISTRICT 3					18,496.48		
DISTRICT 4	1000193	JEFFERSON CO TREASURER	OFFICE SUPPLIES	LAND DEVELOPMENT	17.99	1900051942	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - EOC SUPPLIES & RUBBER STAMP & PADS	EMA	341.91	1900052059	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FEMA DR-1971 LONE STAR 5/8/11 & FUEL	EMA - DISASTER RECOVERY	371.82	1900052058	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - FEMA DR-1971 FUEL & SERVICES	EMA - DISASTER RECOVERY	534.00	1900052306	
DISTRICT 4	1006265	HORACE WALKER	TRAVEL REIMB - 2011 GULF STATES HURR CONF - HW	EMA	120.00	1900052219	
DISTRICT 4	1026689	N SMITHFIELD MANOR GREENLEAF	FEMA DR-1971 NORTH SMITHFIELD MANOR REIMBURSEMENT	EMA - DISASTER RECOVERY	875.17	1900051947	
*DISTRICT 4					2,260.89		
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EXECUTIVE MEETING FOOD	COMMISSION SUPPORT	88.25	1900052056	
*DISTRICT 5					88.25		
					22,412.05		

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

Aug-23-2011-663

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Board of Equalization to remove the following equipment from fixed assets, be and hereby is approved.

DISPOSALS:

BOARD OF EQUALIZATION:

140000001112 PERSONAL COMPUTERS OBSOLETE

14000001116	PERSONAL COMPUTERS	OBSOLETE
14000001117	PERSONAL COMPUTERS	OBSOLETE
14000001118	PERSONAL COMPUTER	OBSOLETE
14000005425	HP COLOR SCANNER	OBSOLETE
14000005906	CISCO CATALYST 1900 10BASE T PORT	OBSOLETE
14000006256	COMPUTER SERVER	OBSOLETE
130000000034	COMPUTER SOFTWARE ACDC	OBSOLETE
14000001084	PERSONAL COMPUTER	OBSOLETE
14000004928	LASER PRINTER W/LETTER SIZE TRAY	OBSOLETE
14000004929	COPIER WITH STAND	OBSOLETE
14000006231	PERSONAL COMPUTER	OBSOLETE
14000006232	PERSONAL COMPUTER	OBSOLETE
14000006233	PERSONAL COMPUTER	OBSOLETE
14000006234	PERSONAL COMPUTER	OBSOLETE
16000001441	SEDAN 4 DR TAURUS	WAREHOUSE FOR AUCTION
16000001442	SEDAN 4 DR TAURUS	WAREHOUSE FOR AUCTION
16000001443	SEDAN 4 DR TAURUS	WAREHOUSE FOR AUCTION

BOARD OF EQUALIZATION (Transfers)

16000001201	SEDAN 4 DR TAURUS	TRANSFER TO DEPT 2601
16000001202	SEDAN 4 DR TAURUS	TRANSFER TO DEPT 2601
16000001270	SEDAN 4 DR TAURUS	TRANSFER TO DEPT 2601
16000001440	SEDAN 4 DR TAURUS	TRANSFER TO DEPT 2601
16000001445	SEDAN 4 DR TAURUS	TRANSFER TO DEPT 2601

TREASURY DEPARTMENT:

14000001832	ROYAL STAR COPIER	OBSOLETE
14000002703	DELL OPTIPLEX COMPUTER	OBSOLETE
16000004300	SEDAN 4 DR TAURUS	WAREHOUSE FOR AUCTION

COMMISSIONER SUPPORT:

14000001150	ROYAL STAR COPIER	OBSOLETE - NO LONGER IN DEPT.
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BESSEMER SHERIFF:

16000001162	CPU/COMPUTER	OBSOLETE - NO LONGER IN DEPT
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DISTRICT ATTORNEY:

14000001121	CANNON COPIER W/DOC FDR	
12000001484	CONFERENCE TABLE	
12000001485	SPACE-SAVER SYSTEM	

PURCHASING:

130000000377	FMIS SOFTWARE	OBSOLETE
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REVENUE:

14000002285	DELL OPTIPLEX 19 INCH MONITOR	WAREHOUSE & PARTS
14000002295	DELL OPTIPLEX 19 INCH MONITOR	WAREHOUSE & PARTS
14000002301	DELL OPTIPLEX 19 INCH MONITOR	WAREHOUSE & PARTS
14000002304	DELL OPTIPLEX 19 INCH MONITOR	WAREHOUSE & PARTS
14000002308	DELL OPTIPLEX 19 INCH MONITOR	WAREHOUSE & PARTS
14000002309	DELL OPTIPLEX 19 INCH MONITOR	WAREHOUSE & PARTS
14000002314	DELL OPTIPLEX 19 INCH MONITOR	WAREHOUSE & PARTS
14000002501	XEROX COPIER	WAREHOUSE FOR AUCTION
14000002502	XEROX COPIER	WAREHOUSE FOR AUCTION
14000002503	XEROX COPIER	WAREHOUSE FOR AUCTION
14000004759	MONROE COPIER	OBSOLETE - NO LONGER IN DEPT

ENVIRONMENTAL SERVICES LEEDS (7303)

15000001017	LAWN & GARDEN TRACTOR	LANDFILL
16000001986	GAS DETECTION SYSTEM	OBSOLETE - NO LONGER IN DEPT
16000001987	GAS DETECTION SYSTEM	OBSOLETE - NO LONGER IN DEPT
16000001994	GAS DETECTION SYSTEM	OBSOLETE - NO LONGER IN DEPT
16000002133	DE-IONIZATION UNIT	LANDFILL
16000003726	GAS DETECTION SYSTEM	OBSOLETE - NO LONGER IN DEPT

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

Aug-23-2011-664

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and Meridian Partners, LLC to extend support of the SAP ERP software for FY2012 at a reduced rate of \$695,000.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between the Jefferson County Commission, hereinafter called "the County," and Meridian Partners, hereinafter called "the Contractor" to provide support services for the County's SAP EPP software. The effective date of this agreement shall be October 1, 2011.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Consultant wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on September 23, 2008, in Minute Book 156, Page 484, is hereby amended as follows:

Item 1.1. Amend the Term as follows:

This contract will be effective October 1, 2011 through September 30, 2012.

Item 2.1. Schedule A has been replaced in its entirety with the attached document.(on file in the Minute Clerk's office)

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

JEFFERSON COUNTY COMMISSION

W.D. Carrington, President

MERIDIAN PARTNERS

Wil Martinez, President

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

Aug-23-2011-665

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Global Software, Inc. to provide a spreadsheet server for use with SAP, Executive Dash and training in the amount of \$45,630 (\$1,500 estimated travel costs).

PERPETUAL LICENSE AGREEMENT -Spreadsheet Applications GLOBAL SOFTWARE, INC.

Between: Global Software, Inc.
3201 Beechleaf Ct.
Suite 170
Raleigh, NC 27604
("Global Software")

And: Jefferson County, AL
Jefferson County Courthouse - Suite 810
716 Richard Arrington Jr. Blvd. North
Birmingham, AL 35203
("Customer")

Agreement No.:

Global Software, Inc. ("Global Software"), by its acceptance hereof, does hereby grant to Customer a non-exclusive, nontransferable license to the products (hereinafter called the "Products") for the license fee ("License Fee") set forth in Table A below. These Products are to be used at the Customer location in accordance with this Agreement.

Table A:

Pricing valid until August 31, 2011

Code/Product Name	Users-Up to	Extended Price	Total
Products:			
8600P Spreadsheet Server for use with SAP®	5	\$ 34,000.00	
8300P Executive Dash - Professional	1	\$ 5,375.00	
8350P Executive Dash - Standard	4	\$ 8,800.00	

DM Distribution Manager	10	\$ -	
Total List Price-Product			\$ 48,175.00
Government Discount			\$ (2,409.00)
Multiple product discount			\$ (4,818.00)
Sign by August 31, 2011			\$ (4,818.00)
Total Product			\$ 36,130.00
Total Product			
Services	Days-Up to	Extended Price	Total
Training/Install Spreadsheet Server	2	\$ 3,200.00	
Training/Install Executive Dash	3	\$ 4,800.00	
Total Services			\$ 8,000.00
Grand Total			\$ 44,130.00

*Addition users of Spreadsheet Server can be purchased for \$1,500 each until August 31, 2012

*Addition users of Executive Dash Professional can be purchased for \$4,031 each until August 31, 2012

*Addition users of Executive Dash Standard can be purchased for \$1,650 each until August 31, 2012

1. Global Software Obligations

1.1 Delivery - Global Software will deliver the Products in Table A promptly after execution of this Agreement.

1.2 Installation Services - Global Software will send Customer the Products and documentation, including requirements and instructions for installation. The Products are to be installed by the Customer. The installation process is supported through Global Software's normal support "hot line". Installation Services for Products designated as PC Products shall only include the installation on a single Personal Computer ("PC") that satisfies the minimum Hardware/Software requirements stated in the documentation for each PC Product.

1.3 Training/Implementation Services - If specified in Table A, Global Software will provide Customer with training and/or implementation services for the term set forth in Table A. Upon the successful completion of the Product installation, Global Software will visit the Customer at their site to provide instruction in the use and configuration of the Product(s). Training class size is limited to 10 individuals. Training services contracted for are to be completed within 90 days of delivery of product.

1.4 Other Services - At Customer's request, Global Software shall prepare a written estimate for other services such as custom programming, consulting, etc, These additional services shall be governed by the terms and conditions set forth in this Agreement and the corresponding estimate and purchase order. Global Software agrees to use commercially reasonable efforts to perform these additional services in accordance with a mutually agreed schedule. Changes to any additional services shall be made only upon a written agreement signed by both parties.

2. Customer obligations

2.1 Payment - Payment of License Fees and Services shall be made by Customer 100% on delivery of product. A finance charge of no more than 1 ½% (one and one-half percent) per month will be assessed on late payments. All prices and payments are in U.S. dollars unless otherwise indicated.

2.2 Reimbursements - Customer shall reimburse Global Software for actual, reasonable travel and out of pocket expenses incurred by Global Software's employees or its subcontractors as part of performing the above professional services. Out of pocket expenses shall never include reimbursement for alcohol or first class airfare. Expenses shall be kept within the U.S. General Services Administration (GSA) recommended guidelines at the specified GSA recommended rates for Jefferson County, Alabama.

2.3 Taxes and Other Charges -Amounts referenced on Table A are due to Global Software in full for products and services as indicated. In addition to such amounts, Customer shall pay sums equal to all taxes (including, without limitation, sales, use, value added, privilege, ad valorem or excise taxes) and customs duties paid or payable, however designated, levied or based on amounts payable to Global Software hereunder on Customer's use or possession of the Products under this Agreement, but exclusive of federal, state and local taxes based on Global Software's net income. Customer shall not deduct from payments to Global Software any amounts paid or payable to third parties for customs duties or taxes, however designated.

3. Term of Agreement

3.1 The term of the licenses shall commence upon signing of this Agreement and shall remain in force perpetually (unless otherwise specified in an addendum) so long as Customer performs as herein provided. The terms of this Agreement are considered to be confidential between Global Software and the Customer. This contract may be terminated by the County or the Contractor with a 30 day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this Agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not

relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor. Upon termination of this Agreement, Customer shall discontinue use of Global Software's Products, shall either return or destroy the Products, and shall certify in writing that all copies of the Products have been returned or destroyed. Notwithstanding anything to the contrary contained in this Agreement, Sections 4, 5, 6, 7 and 9 of this Agreement shall survive any expiration or termination.

4. Title

4.1 Title and full ownership rights to the Products and Documentation furnished under this Agreement shall remain with Global Software or a third party from whom Global Software has obtained marketing rights. The Products and Documentation are agreed to be Global Software's or such third party's proprietary information and trade secrets, whether or not any portion thereof is or may be validly copyrighted or patented, but only to the extent that proprietary information and trade secrets are legally preserved by Global Software.

4.2 Customer's rights in and to the Products, as a result of this Agreement may not be assigned, licensed, pledged, or otherwise transferred voluntarily, by operation of law or otherwise without Global Software's prior written consent, and any such prohibited assignment shall be null and void. Customer and affiliated entities (need to be 50%, or greater) may use the Products and Documentation.

5. Use of the Products

5.1 The Products provided herein shall not include source code unless expressly agreed to in a separate addendum. No modifications or changes made by Customer to the Products, however extensive, shall reduce the title and ownership rights of Global Software or the third party from whom Global Software has obtained marketing rights, to said Products; provided, however, that modifications may void the warranty.

5.2 Customer will not copy the Documentation or Products in whole or in part, except for back-up or archival purposes, and will not decompile or reverse engineer the Products, nor take any other steps intended to produce a source language statement of the Products or any part thereof, without the prior express written consent of Global Software.

5.3 The Products and Documentation shall at all times contain all proprietary and copyright notices originally appearing thereon and Customer shall not take any action which would adversely affect proprietary rights or copyrights therein.

6. Limited Warranty: Indemnification

6.1 Global Software warrants that, during the first twelve (12) months, the Products will perform in accordance with the Documentation, and further warrants that it has the right to authorize the use of the Products under this Agreement. Global Software does not warrant that the Products are free of minor errors, which do not materially affect their function. Global Software's sole obligation and liability under this entire Paragraph 6, however, shall be to replace or correct such Products so that they will so perform, or to obtain an authorization necessary to make effective the grant of license to Customer to use the Products, or in the case of an infringing product, to provide the Customer with a non-infringing substitute, or at Global Software's sole discretion and option in either case, to refund the applicable Product License Fee paid by Customer upon return of the applicable Product materials. Except for the foregoing, Global Software shall have no liability to Customer or any other party, either in contract, tort, or otherwise, for any general, special or consequential damages resulting from the failure of the Products to perform or the ineffectiveness of such authorization or for any other reason, even if Global Software has been advised of the possibility of such damages. Except with respect to damages caused by Global Software's negligence or willful misconduct, Customer shall indemnify Global Software and hold it harmless from any loss, claim or damage to any person arising out of Customer's use of the Products.

6.2 No other warranty is expressed and none shall be implied, including the warranty of merchantability or the warranty of fitness for use or for a particular purpose. Global Software's express warranties shall not be enlarged, diminished, or affected by and no obligation or liability shall arise out of Global Software's rendering of technical or other advice or service in connection with the Products.

6.3 Global Software shall hold harmless, indemnify and defend Customer against suits based on any claim that the use of the Products by Customer under this Agreement infringes on any patent, copyright, trademark, or other proprietary right, provided that Customer gives Global Software prompt written notice of such suits and permits Global Software to control the defense thereof, and provided further that such claim for infringement is not based upon the combination of a Product with other products not furnished by Global Software, or any addition or modification of a Product made by someone other than Global Software.

7. Non-Disclosure

7.1 Customer shall take all reasonable steps necessary to ensure that this Agreement, the Products, and Documentation or any portion thereof, including documentation not protected by copyright, on magnetic tape or in any other form, are kept confidential and not made available or disclosed by the Customer or by any of its employees to any other person, firm or corporation. Customer agrees that all those individuals having access to the Products and Documentation under this Agreement shall observe and perform this non-disclosure covenant. Customer shall reimburse and hold Global Software harmless against any loss, cost, expense, claim or liability resulting from Customer's breach of this non-disclosure obligation. These restrictions on disclosure shall not apply to confidential information now or hereafter in the public domain, obtained from another source without obligations of confidentiality, independently developed, or required by a court or governmental order.

7.2 Global Software shall take all reasonable steps necessary to ensure that all Customer documentation and non-public financial

information is kept confidential and not made available or disclosed by Global Software or by any of its employees to any other person, firm or corporation. Global Software agrees that all those individuals having access to the Customer's documentation and non-public financial information under this Agreement shall observe and perform this non-disclosure covenant. Global Software shall reimburse and hold Customer harmless against any loss, cost, expense, claim or liability resulting from Global Software's breach of this non-disclosure obligation. These restrictions on disclosure shall not apply to confidential information now or hereafter in the public domain, obtained from another source without obligations of confidentiality, independently developed, or required by a court or governmental order.

8. Maintenance

8.1 Maintenance is 18% of list price for the first year. During the warranty period for each Product, Global Software will provide Annual Improvement, Maintenance and Support ("AIMS") at no additional charge. AIMS includes services such as new Product releases, fixes, error analysis, updates to Documentation, and application support.

8.2 AIMS includes maintenance services to enable the Products to perform in accordance with the Documentation, and support services in accordance with Global Software's standard policies. The following AIMS services, limited to the current release and one release back for the designated Products: Maintenance shall include error analysis when the Products are not performing in conformance with the Documentation; Documentation updates as necessary; and New Releases as Global Software deems appropriate. New Releases shall contain only standard code. Should Customer's Product contain non-standard code, whether created by Customer or delivered by Global Software, Customer is responsible for integrating any such non-standard code into the new release. The cost of solving any problem attributable to non-standard code or attributable to interface software supplied by other vendors will be charged to Customer on a time and materials basis at Global Software's standard rates. Support services shall include Customer access to Global Software Customer Support. Customer Support includes reasonable consultation and assistance on proper use of the Products which can be accomplished by telephone or written correspondence.

8.3 This AIMS service may be renewed for a period of one year at the end of the initial period of service and each subsequent year of service at the then current AIMS fee, unless this Agreement is terminated by either party by prior written notice of at least thirty (30) days. The AIMS fee is subject to change at the end of each period of service upon written notice of at least sixty (60) days by Global Software. Termination of the AIMS service under this section 8 does not affect the rights of Customer to use the Product per the remaining terms of this Agreement.

9. General

9.1 Titles and Paragraph headings are for convenient reference and are not a part of this Agreement. This Agreement supersedes in full all prior discussions, correspondence and agreements between the parties relating to the Products, constitutes the entire agreement between the parties relating to the Products, and may be modified or supplemented only by a written document signed by an authorized representative of each party. The foregoing notwithstanding, the preprinted terms and conditions of any purchase order or other ordering document issued by Customer in connection with this Agreement which are in addition to and inconsistent with the terms and conditions of this Agreement shall not be binding on Global Software and shall not be deemed to modify this Agreement.

9.2 Global Software shall not be liable for delays in any of its performance hereunder due to causes beyond its reasonable control, including but not limited to, acts of God, strikes or inability to obtain labor or materials on time.

9.3 No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof and no waiver shall be effective unless made in writing and signed by an authorized representative. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed and the entire Agreement shall not fail on account thereof and the balance of the Agreement shall continue in full force and effect.

9.4 All notices which either party hereto is required or may desire to give the other party hereunder shall be given by addressing the communication to the address set forth on the first page of this Agreement, and may be given by certified or registered mail, or overnight courier. Such notices shall be deemed given on the date of receipt (or refusal) of delivery.

9.5 This Agreement shall only become effective on the date it is executed and accepted by a duly authorized officer of Global Software at its principal office in Raleigh, North Carolina. The interpretation, construction, and validity of this Agreement shall be governed by the laws of the State of Alabama (without regard to the conflicts of laws principals). All parties to this Agreement hereby consent to the jurisdiction of any state or federal court sitting in Alabama for any suit, action, or proceeding arising out of or relating to this Agreement, and hereby waive any defense, claim, or objection relating to jurisdiction or venue of such court.

Accepted By: Global Software, Inc.

Susan J. Gager, VP Finance/Controller

Accepted By: Jefferson County, AL

W. D. Carrington, President

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

STAFF DEVELOPMENT

Multiple Staff Development

Office of Senior Citizen Services (2 participants)

Samantha C. Matthews	\$ 656.00
Barbara Shores	\$2,08.79
National Home & Community-Based Services Conference Washington, D.C. - September 11-14, 2011	

Individual Staff Development

Roads & Transportation

Tracy Pate	\$125.00
Alabama Technology Transfer Center Road Safety Audit Pelham, Alabama - September 1-2, 2011	

Tax Assessor

Brenda Shaw	\$556.89
AL IV: Intro to Property Tax Admin & Laws Montgomery, Alabama - September 13-16, 2011	

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

BUDGET TRANSACTIONS

(1) Non-Departmental \$1,000,000

Increase the legal budget to cover legal expenses due and additional legal fees for remainder of FY2011.

(2) Jefferson Rehabilitation & Health Center \$712,672

Shift funds from various operating accounts to cover temporary contract nursing staff contracts.

FOR INFORMATION ONLY

Personnel Board \$20,604

Shift funds and add purchasing memorandum to purchase an upgrade to two modules within the Lawson System.

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

REQUEST FOR CERTIFICATIONS

Cooper Green Mercy Hospital - Surgery

Staff Nurse

Cooper Green Mercy Hospital - Ambulatory Clinic

Charge Nurse

Cooper Green Mercy Hospital - Emergency Room

Staff Registered Nurse

Cooper Green Mercy Hospital - Laboratory

Medical Laboratory Technician - 2 positions

Cooper Green Mercy Hospital - Respiratory Care

Respiratory Therapy Technician - 2 positions

Cooper Green Mercy Hospital - Dietary

Food Service Assistant - 2 positions

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Request for Certification. Voting "Aye" Stephens, Brown, Bowman and Carrington.

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

For Week of 07/28/11- 08/03/11

RECOMMENDED FOR:

1. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM TRANSTAR INDUSTRIES, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS AND REPAIRS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/10 - 9/30/11. SAP PURCHASE ORDER # 2000049219 \$350.00 TOTAL
2. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM TRACTOR AND EQUIPMENT COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR TRACTOR PARTS AND REPAIRS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/10 - 9/30/11. SAP PURCHASE ORDER # 2000049077 \$7,500.00 TOTAL
3. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM LKQ CORPORATION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR AUTOMOTIVE PARTS AND REPAIRS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000049199 \$500.00 TOTAL
4. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM MCPHERSON OIL COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR OILS AND LUBRICANTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000048968 \$8,500.00 TOTAL
5. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM NOVA-TEC, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000049151 \$1,400.00 TOTAL
6. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM NEXTRAN TRUCK CENTER, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR VEHICLE REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000049149 \$3,700.00 TOTAL
7. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM WARRIOR TRACTOR, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR TRACTOR REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000049252 \$600.00 TOTAL
8. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM GCR TIRE CENTERS, BIRMINGHAM, AL, CONTRACT RENEWAL TO LOCK IN PRICING FOR TIRE RECAPING AND REPAIRS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12. ANNUAL EXPENDITURE \$0.00 TOTAL
9. COOPER GREEN MERCY HOSPITAL FROM DYNAMIX GROUP, NORCROSS, GA, CHANGE ORDER TO ADD FUNDS TO PAY INVOICE FOR DATA STORAGE AND BACKUP HARDWARE IMPLEMENTATION EXPENSES FOR THE OPEN-VISTA MEMPHIS PROJECT. SAP PURCHASE ORDER # 2000053784 \$7,334.88 TOTAL REFERENCE BID # 8-11
10. COOPER GREEN MERCY HOSPITAL (PHARMACY) FROM ADI, ATLANTA, GA, TO PURCHASE PHARMACY SECURITY EQUIPMENT. SAP PURCHASE ORDER # 2000056920 \$18,389.92 TOTAL REFERENCE 229-10
11. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM BENCHMARK CHRYSLER JEEP INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000049058 \$4,800.00 TOTAL
12. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM BIRMINGHAM TOWING, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR VEHICLE FLEET WRECKER SERVICE PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000048875 \$4,000.00 TOTAL
13. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM ADAMSON FORD, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR VEHICLE FLEET REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/10 - 9/30/11. SAP PURCHASE ORDER # 2000049054 \$15,000.00 TOTAL
14. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM FISHER SCIENTIFIC CORPORATION, HOUSTON, TX, TO PURCHASE A MANUAL DEFROST FREEZER. SAP PURCHASE ORDER # 2000057018 \$5,170.91 TOTAL

AMERINET CONTRACT # VL-01200

REPORTED FOR:

1. EMERGENCY MANAGEMENT AGENCY (EMA) FROM ALABAMA CANINE, NORTHPORT, AL, FOR DUAL-PURPOSE CANINE/BOMB TRACKING WITH TRAINING COURSE. SAP PURCHASE ORDER # 2000056883
\$10,000.00 TOTAL GRANT RELATED
2. EMERGENCY MANAGEMENT AGENCY (EMA) FROM F4W, LAKE MARY, FL, TO PAY LEASE FOR TELE-REGISTRATION CENTER ALREADY RECEIVED. SAP PURCHASE ORDER # 2000056887
\$24,500.00 TOTAL FEMA DR-1971 TORNADO DECLARATION
3. EMERGENCY MANAGEMENT AGENCY (EMA) FROM TRAILERS BY DALE, LAKE BIRMINGHAM, AL, TO PAY LEASE FOR LONG TERM TRAILER STORAGE ALREADY RECEIVED. SAP PURCHASE ORDER # 2000056888
\$24,980.00 TOTAL FEMA DR 1971 TORNADO DECLARATION
4. EMERGENCY MANAGEMENT AGENCY (EMA) FROM TRAILERS BY DALE, BIRMINGHAM, AL, FOR ONE (1) EACH MOBILE COMMAND COMPLEX TRAILER PURCHASED WITH MMRS GRANT MONEY.
SAP PURCHASE ORDER # 2000057008 \$41,856.95 TOTAL REFERENCE BID # 249-08
5. EMERGENCY MANAGEMENT AGENCY (EMA) FROM TRAILERS BY DALE, BIRMINGHAM, AL, FOR ONE (1) EACH SPECIAL EVENTS TRAILER PURCHASED WITH MMRS GRANT MONEY.
SAP PURCHASE ORDER # 2000057007 \$41,856.95 TOTAL REFERENCE BID # 249-08

For Week of 08/04/11- 08/10/11

RECOMMENDED FOR:

1. EMERGENCY MANAGEMENT AGENCY (EMA) FROM ALLCOM WIRELESS, BIRMINGHAM, AL, REPAIRS FOR JEFFERSON COUNTY OUTDOOR WARNING SYSTEM. SAP PURCHASE ORDER # 2000056932 \$14,500.20 TOTAL
2. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE KETONA AND BESSEMER FROM KIRKPATRICK CONCRETE, BIRMINGHAM, AL, TO AWARD BID FOR CONCRETE-READY MIX ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 -9/30/12. REFERENCE BID # 178-11 \$0.00 TOTAL
3. GENERAL SERVICES BULK STORES WAREHOUSE FROM WITTICHEN SUPPLY, BIRMINGHAM, AL, FOR FORTY (40) EACH THIRTY (30) LB DRUMS OF FREON FOR HVAC USE. SAP PURCHASE ORDER # 2000057008
\$5,880.00 TOTAL REFERENCE BID # 249-08
4. COOPER GREEN MERCY HOSPITAL FROM DR. AHMED FARAH, TUSCALOOSA, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PROVIDE SURGICAL VASCULAR SURGERY SERVICES.
SAP PURCHASE ORDER # 200002000050000 \$155,000.00 TOTAL
5. JEFFERSON COUNTY COMMISSION USER DEPARTMENTS FROM SHRED-IT, BESSEMER, AL, TO AWARD CONTRACT FOR REPETITIVE ON-SITE SHREDDING SERVICES FOR THE PERIOD OF 10/1/11 -9/30/12.
REFERENCE BID # 162-11 \$20,000.00 TOTAL
6. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM GENUINE PARTS COMPANY/NAPA, BIRMINGHAM, AL, TO RENEW BID FOR AUTOMOTIVE AND TRUCK FLEET REPAIR PARTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12. REFERENCE BID # 205-10 \$0.00 TOTAL
7. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM MCPHERSON OIL COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR GASOLINE AND DIESEL FUEL ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000048150 \$700,000.00 TOTAL
REFERENCE BID # 110-10
8. COOPER GREEN MERCY HOSPITAL, JEFFERSON REHABILITATION AND HEALTH CENTER, FAMILY COURT YOUTH DETENTION CENTER AND JEFFERSON COUNTY JAIL FROM US BEVERAGE, MONTGOMERY, AL, TO AWARD CONTRACT FOR REPETITIVE SLUSHED BASED BEVERAGE PURCHASES FOR THE PERIOD OF 10/1/11 - 9/30/12.
REFERENCE BID # 1568-11 \$0.00 TOTAL
9. VARIOUS JEFFERSON COUNTY DEPARTMENTS FROM SOURCE GRAPHICS, ANAHEIM, CA, TO AWARD CONTRACT FOR MYLAR FILM (GROUP 111) FOR THE PERIOD OF 10/01/11 to 09/30/2012. REFERENCE BID # 166-11
\$0.00 TOTAL
10. VARIOUS JEFFERSON COUNTY DEPARTMENTS FROM ALABAMA GRAPHICS, BIRMINGHAM, AL, TO AWARD CONTRACT FOR XEROX 8830 BONDED PAPER (GROUP II) FOR THE PERIOD OF 10/ 1 / 11 - 9/3 0/ 12.
REFERENCE BID # 166-11 \$0.00 TOTAL
11. VARIOUS JEFFERSON COUNTY DEPARTMENTS FROM XEROX CORPORATION, DALLAS, TX, TO AWARD CONTRACT FOR XEROX LASER PAPER (GROUP 1) FOR THE PERIOD OF 10/1/11 - 9/30/12. REFERENCE BID # 166-11

\$0.00 TOTAL

12. COOPER GREEN MERCY HOSPITAL FROM BERNEY OFFICE SOLUTION, MONTGOMERY, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY OUTSTANDING INVOICES.

SAP PURCHASE ORDER # 2000049948 \$35,000.00 TOTAL REFERENCE BID # 104-09

13. JEFFERSON COUNTY SHERIFF'S DEPARTMENT FROM ROBINSON TEXTILES, GARDENA, CA, TO AWARD CONTRACT FOR THE PURCHASE OF INMATE CLOTHING. REFERENCE BID # 144-11 EST. \$31,656.05 TOTAL

REPORTED FOR:

1. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM BIOMET, WARSAW, IN, FOR ORTHO IMPLANTS ALREADY ORDERED AND RECEIVED FOR PATIENTS. SAP PURCHASE ORDER 4 2000057219, 2000057221

\$10,318.00 TOTAL

2. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM BIOMET, WARSAW, IN, FOR ORTHO IMPLANTS ALREADY ORDERED AND RECEIVED FOR PATIENTS. SAP PURCHASE ORDER # 2000057200, 2000057199, 2000057198, 2000057196

\$22,030.00 TOTAL

3. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, MENTOR, OH, FOR HEMATOLOGY ANALYZER RELEASE. SAP PURCHASE ORDER # 2000057164 \$6,200.24 TOTAL REFERENCE BID # 113-05

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

Aug-23-2011-666

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Adtrav Travel Management to provide travel services for FY2011-2012.

CON NO: 2657

TRAVEL SERVICES FOR THE COUNTY OF JEFFERSON COUNTY

THIS AGREEMENT, entered into this 6th day of June, 2011, by and between the Jefferson County Commission, Birmingham, Alabama, hereinafter called the County," and Adtrav Travel Management, hereinafter called "The Contractor." The effective date of this agreement shall be October 1, 2011.

WHEREAS, the COUNTY desires to contract for travel management services; and,

WHEREAS, the Contractor desires to furnish said travel services for 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's Request for Proposal No. 88-11, dated March 21, 2011, the terms of which are included herein by reference. The Contractor shall provide travel services to the County of Jefferson County as outlined by their Proposal dated March 21, 2011 as follows:

1. Contact the travelers identified by the County to gather all information needed (travel dates and times, preferred airport, alternate airport [where applicable], etc.) to secure appropriate airline travel arrangements.

2. Contact the County for pre- approval of purchases exceeding a specified maximum cost limit

3. Secure reservations for airline travel for identified travelers and pre-pay for ticket purchases for later invoicing to the County.

4. Issue all travel related documents required by traveler (s), to include:

a. Airline Tickets: Electronic ticketing will be the method preferred, hardcopy tickets should be issued only when necessary.

b. Invoice/Itinerary: All invoices/itineraries must be printed in a standard format reflecting, at a minimum, the following:

- Passenger name, including state agency when applicable
- Carrier (s)
- Flight number (s)
- Departure and arrival times for each trip
- Origin and destination for each trip
- Confirmation numbers supplied by the various travel providers
- Class of service

- Name and phone number of person requesting reservations
- Contact information (include hours of operation)

5. Changes in travel documents: The contractor shall make all necessary changes in travel documents that may be required due to rescheduling prior to commencement of the trip, or during the trip or travel segment.

6. Provide delivery of all travel documents (when necessary) at least 24 hours prior to commencement of the scheduled trip.

7. Provide customer service for timely, accurate and cost effective route planning.

8. The successful contractor must provide the necessary level of backup support to ensure continuity of travel services during times of excessive call volume and when travel agents are out of the office.

9. Provide an invoice to the County on a weekly or monthly basis for tickets purchased during the designated time period. Invoice must include a breakdown by traveler and list traveler name, ticket issue date, invoice/ticket number, airline vendor, travel dates, departing and arriving airports, and cost of ticket.

3. COMPENSATION:

COUNTY RATES:

Contractor Pricing Schedule:	Price
Air- Full Service Domestic	\$34.00
Air- Full Service International	\$34.00
Air - E-Rez "touchless" Domestic	\$15.00
Air - E-Rez "touchless" International	\$15.00
After Hours service	\$34.00
Ticket Delivery	\$45.00
RezAlert Tracker	\$.75
RezAlert Global Security	\$ 5.95
E-Rez Software Maintenance Fee	\$50.00
E-Rez Implementation Fee	waived
Custom Site Implementation Fee	waived

ADTRAV will waive the \$500.00 E-Rez Implementation Fee and the \$1,000.00 Custom Site Implementation Fee

4. INVOICING: All invoices must agree with the purchase order in description and price and include the following information: 1) Purchase Order Number; 2) Ship-to Department name and address. Invoices are to be payable upon approved invoice within forty-five (45) days. In order to ensure prompt payment, ALL ORIGINAL INVOICES* MUST BE SENT TO:

Jefferson County Commission
 Finance Department
 Room 820, Courthouse
 716 Richard Arrington Jr. Blvd.
 Birmingham, AL 35203

*If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the County to process payment. Invoices that do not reference an authorized Purchase Order will be returned to the vendor.

5. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of this contract shall be from October 1, 2011 to September 30, 2012, with the County's option to renew for two (2) additional one-year periods, not to exceed three contract years.

6. 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 Workman's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County/COUNTY will not be obligated for same under this contract.

7. NON-DISCRIMINATION POLICY: The County is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability.

8. 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 "The County", Board Members" and "COUNTY employees"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Contractor, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this

agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

9. INSURANCE: The Contractor will maintain liability insurance in an amount to be determined by the County to protect them from claim's and from claims for which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of the required insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. Contractor is also required to include the bid number on the evidence of insurance.

The Contractor must provide evidence of insurance upon request in the following areas as deemed necessary by the County: Professional and General Liability to include; E & O, bodily injury and property damage and personal injury. Automobile Liability, to include, bodily injury and property damage and combined coverage for both hired and non-owned vehicles, workers compensation and employers liability and umbrella coverage.

10. 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 the County. Should the County authorize a Contractor to subcontract (assign) any portion of this contract, Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Contractor must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

11. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials 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 the 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

12. 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.

13. NOTICES: Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent via certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following addresses or to any other person at any other address as may be designated in writing by the parties:

Client:	Adtrav Travel Management Rhonda Engles 4455 Southlake Pkwy Birmingham, AL 35244	Copy to	Jefferson County Commission Purchasing Department 716 North Richard Arrington Jr. Blvd Suite 830 Birmingham, AL 35203
Copy to:	Jefferson County Commission Finance Department 2121 Rev. Abraham Woods, Jr. Blvd, No. Suite 820 Birmingham, AL 35203-2387	Copy to	Jefferson County Commission County Attorney 716 North Richard Arrington Jr. Blvd Suite 280 Birmingham, AL 35203

14. TERMINATION OF CONTRACT: This contract may be terminated by either party with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the COUNTY shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

15. 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.

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

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

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.

ADTRAV TRAVEL MANAGEMENT

James B. Keller, VP

for Roger Hale, President

JEFFERSON COUNTY

W.D. Carrington, President

Jefferson County Commission

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

Aug-23-2011-667

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and American Registry to obtain Internet Protocol Version 6 (IPv6) addresses in the amount of \$1,250.

AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD.

SERVICE AGREEMENT

This SERVICE AGREEMENT ("Agreement") is made by and between the AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD. ("ARIN"), a Virginia nonprofit corporation, and JEFFERSON COUNTY COMMISSION, ("Applicant"). ARIN will not accept any alterations to this Agreement. Applicant must return the entire Agreement, including a completed signature page, to AKIN to indicate its acceptance, without modification, of all the terms and conditions of the Agreement. Applicant may return the signed Agreement in PDF form.

1. INTRODUCTION

ARIN is a Regional Internet Registry serving Canada, the United States, and specific designated islands in the Caribbean Sea and North Atlantic Ocean, and is responsible for the registration, administration, and stewardship of Internet number resources in these geographic areas. Applicant must submit this Agreement and any requested accompanying information to ARIN to apply to receive and use certain services ("Services") from AKIN, which may include, without limitation, an allocation/assignment of IP address space, assignment of Autonomous System numbers ("ASNs"), inverse addressing on network blocks, maintenance of resource records, and administration of IP address space. Allocation/assignment of IP address space and assignment of ASNs shall hereinafter be defined as "number resources."

2. AUTHORITY TO MODIFY AGREEMENT

BECAUSE OF THE NECESSARY ROLE THAT ARIN PERFORMS FOR THE INTERNET COMMUNITY, ARIN RESERVES THE RIGHT TO MODIFY THIS AGREEMENT AT ANY TIME. ARIN WILL PROVIDE NOTIFICATION OF ANY MODIFICATIONS)

VIA ELECTRONIC MAIL TO THE CURRENTLY REGISTERED ADMINISTRATIVE POINT OF CONTACT. FOLLOWING THIS ELECTRONIC NOTIFICATION, AKIN WILL POST THE MODIFICATIONS) ON ITS WEBSITE. CHANGES WILL BE EFFECTIVE AFTER BEING POSTED ON ARIN'S WEBSITE FOR 30 DAYS AND WILL BE APPLIED TO ALL APPLICANTS OR PERSONS RECEIVING SERVICES. CONTINUED RECEIPT OR USE OF THE SERVICES CONSTITUTES APPLICANT'S ACCEPTANCE OF THE CHANGES.

3. EVALUATION AND ACCEPTANCE

Following Applicant's submission of a completed application, AKIN will evaluate Applicant's request for Services. Evaluation may require additional documentation to support the application such as, but not limited to, business plans, management documentation, state registration, Dun & Bradstreet and/or taxpayer information, and/or registration under the province or country in which the entity is registered for verification purposes. If ARIN, in its sole, exclusive, and reasonable discretion, applying ARIN's Number Resource Policy Manual, Guidelines, and Procedures (collectively, the "Policies"), as published on ARIN's website, located at "<http://www.arin.net>" (the "Website"), and internal verification process, determines that it will provide the Services to Applicant, ARIN shall provide written notice to Applicant of its willingness to do so, and ARIN will promptly commence providing the Services to Applicant in accordance with the terms and conditions of this Agreement. If ARIN, in its sole, exclusive, and reasonable discretion, applying its published Policies and internal verification process, determines that it will not provide the Services, it will provide written notice to Applicant of its decision. If, at any point, including during the application process and/or the pendency of this Agreement, Applicant actively misrepresents, falsifies, or otherwise fraudulently provides information, AKIN may immediately terminate this Agreement.

4. CONDITIONS OF SERVICE

(a) Provision. Subject to ARIN's agreement to provide the Services and Applicant's ongoing compliance with its obligations under this Agreement, including, without limitation, the timely payment of the Fees (as defined below), ARIN shall provide the Services to Applicant in accordance with this Agreement and the Policies.

(b) Change Request. To change the Services that it receives from ARIN, Applicant must provide ARIN with written notice (entitled a "Change Request"). If ARIN, in its sole, exclusive, and reasonable discretion, determines that it will provide the Services to Applicant as set forth in the Change Request, ARIN will commence providing the Services as modified to Applicant in accordance with the terms and conditions of this Agreement. If ARIN, in its sole, exclusive, and reasonable discretion, determines that it will not provide the Services as requested by Applicant to be modified, it will provide written notice to Applicant that it will not provide Services in accordance with the Change Request.

(c) Cooperation. During the term of this Agreement, Applicant shall provide AKIN complete, upto-date, and accurate information, assistance, and cooperation that ARIN reasonably requests in ARIN's provision of the Services to Applicant, including, without limitation, during ARIN's review of Applicant's utilization of number resources. Applicant shall promptly notify ARIN if any of its information changes during the Agreement. If Applicant does not provide ARIN with all information, assistance, and cooperation that ARIN reasonably requests, ARIN may: (i) take such failure into account in refusing Applicant's future allocation/assignment of number resources; and/or (ii) terminate this Agreement and revoke and reclaim Applicant's number resources.

(d) Prohibited Conduct. In using the Services, Applicant shall not: (i) disrupt or interfere with the security or use of the Services; (ii) violate any applicable laws, statutes or regulations; or (iii) assist any third party in engaging in any activity prohibited by this Agreement. If a definitive finding of a violation of law or regulation is established by a decision of a national, state, or other government authority regarding any of (i) through (iii), AKIN will follow such decisions and will cooperate with all government inquiries that utilize legally appropriate methods to obtain information from ARIN.

(e) Content Control. Applicant acknowledges that ARIN does not have the ability to control or influence content accessible through or facilitated by those who receive number resources, directly or indirectly, from ARIN.

5. USE OF THE ARIN DATABASE

(a) Authorization. The Administrative Point of Contact ("POC") will be the principal point of contact between Applicant and the ARIN database, and have the sole right to designate other qualifying POCs of Applicant with authority to modify the AKIN database ("Authority"). The Administrative POC will also facilitate Applicant's compliance with the terms and conditions of this Section 5. Applicant will provide ARIN with any and all documentation and information regarding the Administrative POC that ARIN reasonably requests. Applicant must notify ARIN in writing immediately if: (i) the relationship an employee with Authority has with Applicant is or will be terminated; (ii) an employee with Authority will have that Authority revoked; (iii) Applicant has reason to believe that an employee with Authority has granted or will grant a third party unauthorized access to the ARIN database; (iv) Applicant has any reason to believe that an employee with Authority should not be trusted; or (v) Applicant wants to designate another Administrative POC. Notices to ARIN under this Section must be given by e-mail to hostmaster@arin.net or submitted through an authorized account via AKIN Online and will be effective when acknowledged as received by ARIN.

(b) Responsibility for Directory Services Data. Applicant is responsible for the timely and accurate maintenance of directory services

data (WHOIS), as well as data concerning any organization to which it further sub-delegates number resources.

(c) Applicant Liability for Unauthorized Acts or Omissions. Applicant is solely and exclusively responsible for all acts and omissions undertaken by any of its POCs and/or employees with Authority, whether or not authorized in law or in fact. Applicant is solely and exclusively responsible for the security of its access to and use of number resources in the ARIN database and any loss or damage that Applicant suffers based on any unauthorized access thereto.

6. FEES AND PAYMENTS

(a) Fee Schedule. As a condition precedent to ARIN's duty to provide the Services, Applicant shall pay ARIN for providing the Services in accordance with ARIN's Fee Schedule, which is available on the Website. From time to time, during the term of this Agreement and as it may renew, ARIN will have the right to change the amount of the fees or institute new fees relating to the Services.

(b) No Refunds. All fees paid by Applicant to ARIN are deemed fully earned upon receipt and are nonrefundable.

(c) Registration Fees. Prior to ARIN providing Applicant with its requested allocation/assignment of number resources, Applicant shall pay ARIN the applicable "registration fee," as set forth in the Fee Schedule, as well as any outstanding fees for other resources received from ARIN. Applicant shall also pay ARIN the applicable "annual renewal fee," if any, as set forth in the Fee Schedule, at least five (5) days prior to the end of the anniversary month of ARIN's first issuance of the Services to Applicant (e.g., ARIN's initial allocation/assignment of number resources to Applicant) occurs. If, for any reason, the Applicant has not made prompt payment, and/or ARIN is unable to contact the Applicant, ARIN has the right to take the following actions if the invoice is overdue: (i) stop providing Services; or (ii) terminate this Agreement and revoke the number resources previously allocated or assigned. Any Applicant whose Services were stopped pursuant to 6(c)(i) may have the Services restored if it brings its account current before revocation. Any number resources revoked pursuant to 6(c)(ii) shall be held by ARIN for a minimum 6-month period from the date of revocation before they are reissued. Any Applicant whose number resources have not been reissued by ARIN may restore the Services related to these number resources and have the revocation nullified if it contacts ARIN, brings its account current, signs a revised Agreement, and begins prepayment for all future Services.

7. POLICIES

Pursuant to ARIN's Policy Development Process, ARIN maintains the Policies and may, at any time in its sole and absolute discretion, amend the Policies, implement new policies (which, once implemented, will be considered Policies), or make certain Policies obsolete. Such amendments or new Policies shall be binding upon Applicant immediately after they are posted on the Website. Applicant acknowledges and agrees it has read, understands, and agrees to be bound by and comply with the Policies, as amended.

8. REVIEW OF APPLICANT'S NUMBER RESOURCES

ARIN may review, at any time, Applicant's use of previously allocated or assigned number resources or Services received from ARIN to determine if Applicant is complying with this Agreement and the Policies and is using the Services for their intended purposes. Without limiting the foregoing, if Applicant is a holder of a direct allocation or assignment from ARIN, Applicant agrees that it will use the number resources solely for uses consistent with its application and this Agreement, including, for example, its internal infrastructure or to provide Internet access to its customer base. If ARIN determines that the number resources or any other Services are not being used in compliance with this Agreement, the Policies, or the purposes for which they are intended, ARIN may: (i) revoke the number resources; (ii) cease providing the Services to Applicant; and/or (iii) terminate this Agreement.

9. NO PROPERTY RIGHTS

Applicant acknowledges and agrees that the number resources are not property (real, personal, or intellectual) and that Applicant does not acquire any property rights in or to any number resources by virtue of this Agreement or otherwise. Applicant further agrees that it will not attempt, directly or indirectly, to obtain or assert any trademark, service mark, copyright, or any other form of property rights in any number resources in the United States or any other country.

10. REPRESENTATIONS AND WARRANTIES

(a) By Each Party. Each party represents and warrants to the other party that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; (ii) the assent to and performance by it of its obligations under this Agreement do not constitute a breach of or conflict with any other agreement or arrangement by which it is bound, or any applicable laws, regulations, or rules; and (iii) this Agreement constitutes a legal, valid, binding, and an executory obligation of the parties executing or assenting to this Agreement, enforceable in accordance with its terms and conditions.

(b) By Applicant. Applicant hereby represents and warrants to ARIN that during the term of this Agreement: (i) it will not infringe the patent, copyright, trademark, trade secret, right of publicity, or other right of any third party in its use of the Services; and (ii) Applicant will comply with this Agreement, the Policies, and all applicable laws, rules, and regulations in its use of the Services.

11. BANKRUPTCY

If Applicant: (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (iii) files any petition under any chapter of the Bankruptcy Code or other insolvency or bankruptcy law; (iv) has a petition filed against it under any insolvency or bankruptcy law;

(v) makes a general assignment for the benefit of creditors, has a receiver appointed for it, or a trustee takes possession of all or substantially all of Applicant's assets; or (vi) ceases or affirmatively indicates its intent to cease its normal business operations (each of the foregoing, a "Bankruptcy Event"), Applicant will notify ARIN immediately. Upon such notice, or if ARIN otherwise learns of the occurrence of any of the foregoing events, AKIN may intervene in any such bankruptcy or insolvency proceeding or take other appropriate, lawful action to preserve its rights under this Agreement and the Policies, and its ability to provide the Services to its other users, including, without limitation: (i) revoking the number resources assigned to Applicant; and/or (ii) terminating this Agreement. Applicant agrees to consent to ARIN's intervening in any such bankruptcy court proceeding so that ARIN can protect its rights under this Agreement with respect to the Policies, number resources, and any other rights ARIN has under this Agreement. Applicant acknowledges and agrees that this Agreement is executory. Applicant acknowledges and agrees that it holds no title or property interest in the number resources and such number resources do not, and shall not, constitute property of the Applicant's bankruptcy estate within the meaning of Section 541 of Title 11 of the United States Code (the "Bankruptcy Code"). Applicant hereby acknowledges and agrees that, upon the occurrence of a Bankruptcy Event, such Bankruptcy Event or any other event of default under this Agreement shall constitute "cause" pursuant to Bankruptcy Code Section 362(d) for granting ARIN relief from the automatic stay or any other applicable injunction to exercise its rights and remedies under this Agreement, and Applicant shall, and hereby does, consent to such relief.

12. INDEMNIFICATION

Applicant shall indemnify, defend, and hold ARIN and its employees, representatives, agents, attorneys, affiliates, trustees, directors, officers, and managers, and members (the "Indemnified Parties") harmless from any damage, loss, cost, or expense (including without limitation, attorneys' fees and costs) incurred by an Indemnified Party or in connection with any claim, demand, or action ("Claim") brought or asserted against any of the Indemnified Parties alleging facts or circumstances that would constitute a breach of any provision of this Agreement by Applicant, or its employees or contractors, or arising from, relating to, or connected with: (i) unauthorized access to or use of the ARIN database by Applicant or any of its current or former employees, representatives, agents, attorneys, affiliates, directors, officers, POCs, or managers; (ii) unauthorized access to or use of Applicant's information or number resources in the ARIN database; or (iii) Applicant's use of the Services. If Applicant is obligated to provide indemnification pursuant to this provision, ARIN may, in its sole and absolute discretion, control the disposition of any Claim at Applicant's sole cost and expense. If ARIN permits Applicant to control the disposition of any Claim, Applicant shall not settle, compromise, or in any other manner dispose of any Claim without the prior written consent of AKIN. Applicant agrees to notify ARIN promptly of the assertion against it or any other person of any claim or the commencement of any action or proceeding relating to any transaction contemplated by this Agreement, whether or not an Indemnified Party is named in the claim or action.

13. DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS

(a) **DISCLAIMER OF WARRANTIES.** AKIN PROVIDES THE SERVICES ON AN "AS-IS" BASIS. ARIN DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THEIR USE: (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE OF DEFECTS, INACCURACIES, OR ERRORS, (iii) WILL MEET APPLICANT'S REQUIREMENTS, OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE APPLICANT USES. AKIN MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THIS AGREEMENT, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND/OR NON-INFRINGEMENT.

(b) **EXCLUSION OF DAMAGES.** ARIN WILL NOT BE LIABLE TO APPLICANT OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOST PROFITS, LOST DATA, OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO, OR CONNECTED WITH THE SERVICES, BASED ON ANY CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) **LIMITATION OF LIABILITY.** EXCEPT IN THE EVENT OF A MATERIAL BREACH OF ARIN'S REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT, IN NO EVENT WILL ARIN'S LIABILITY TO APPLICANT OR ANY THIRD PARTY EXCEED THE GREATER OF (i) THE AMOUNT PAID BY APPLICANT TO ARIN DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO SUCH LIABILITY OR (ii) \$100.

14. TERM AND TERMINATION.

(a) **Term.** The term of this Agreement shall commence on the date Applicant first receives the Services (the "Effective Date") and shall continue for one year thereafter. This Agreement shall renew automatically on the anniversary date of the Effective Date for unlimited one-year terms, unless earlier terminated in accordance with the termination provisions of this Agreement or if Applicant gives written notice to ARIN of its desire not to renew this Agreement at least thirty (30) days prior to the expiration of the then-current term.

(b) **Termination for Cause by ARIN.** ARIN shall have the right to terminate this Agreement for cause by providing written notice to Applicant in accordance with Section 150): (i) for the reasons as set forth in Sections 3, 4(c), 4(d), 6(c), 8, 11, or if Applicant breaches any

provision of Section 5; or (ii) if Applicant breaches any other provision of this Agreement and such breach remains uncured in ARIN's reasonable determination for thirty (30) days following Applicant's receipt of written notice of the breach from ARIN.

(c) Termination for Cause by Applicant. Applicant shall have the right to terminate this Agreement for cause upon written notice if AKIN materially breaches this Agreement and such breach remains uncured for thirty (30) days after ARIN's receipt of written notice of the breach from Applicant.

(d) Termination by Applicant with Return of Number Resources. Applicant shall have the right to terminate this Agreement if it returns, without limitation, all number resources assigned and/or allocated to it by AKIN. If Applicant wishes to terminate this Agreement in accordance with this Section 14(d), Applicant must submit thirty (30) days' prior written notice to ARIN of its intent to return, in total, its ARIN assigned or allocated number resources, and must return the resources within thirty (30) days of ARIN's receipt of written notice of the Applicant's intent. This Agreement remains in effect until the Applicant has returned all number resources to ARIN.

(e) Effect of Termination. If this Agreement expires or is terminated: (i) ARIN will immediately revoke the number resources and otherwise cease providing the Services and will have no liability for doing so; (ii) Applicant must immediately pay ARIN all fees that Applicant owes for Services rendered up to and including the date of expiration or termination; and (iii) Applicant will lose all membership rights and benefits in ARIN, if any.

(f) Survival. The following sections will survive termination or expiration of this Agreement: 4(e), 5(b), 5(c), 6(a), 6(b), 9 through 13, 14(e), and 15.

15. GENERAL PROVISIONS.

(a) Assignment or Transfer.

(i) Except as provided in 15(a)(ii), Applicant may not assign or delegate this Agreement or any of its rights or obligations under it, including without limitation the exclusive right to use the number resources allocated or assigned to it, without ARIN's express written permission, which may not be unreasonably withheld if such assignment and/or transfer is consistent with ARIN's then current Transfer Policies, as included in the Policies.

(ii) The event of any transaction (whether a merger, acquisition, or sale) in which Applicant's controlling managerial and/or voting interest changes during the term of this Agreement shall be considered an assignment, so long as the Applicant provides ARIN with written notification within thirty (30) days of such assignment.

(iii) Any attempt by Applicant to assign this Agreement or any rights or obligations under it, other than as provided in this Section 15(a), will be of no force or effect.

(iv) ARIN shall have the right to freely assign this Agreement or any of its rights or obligations under it upon written notice to Applicant if ARIN is changing its corporate organization to permit a successor organization to provide the Services contemplated by this Agreement.

(b) Information. Pursuant to the Policies, Applicant consents to assume responsibility for ensuring information involving assignments and allocations from within its allocated or assigned number resources received from ARIN is correct and provided to ARIN in a timely manner.

(c) Relationship of Parties. The relationship between the parties is and will be that of independent contractors. No joint venture, partnership, employment, agency, or similar arrangement is created between the parties. Neither party has the right or power to act for or on behalf of the other or to bind the other in any respect other than as expressly provided for in this Agreement.

(d) Entire Agreement. This Agreement (and the Policies and the Fee Schedule, which are hereby incorporated by reference) constitutes the entire understanding between the parties and replaces and supersedes any and all prior and contemporaneous agreements and understandings, whether oral or written, express or implied, between the parties with respect to the subject matter of this Agreement.

(e) Waiver. No waiver of any provision or consent to any action under this Agreement will constitute a waiver of any other provisions or consent to any other action, nor will such waiver or consent constitute a continuing waiver or consent or commit any party to provide a past or future waiver or consent.

(f) Severability. If any provision of this Agreement is determined to be illegal, invalid, or otherwise unenforceable by a court or tribunal of competent jurisdiction, then to the extent necessary to make such provision and/or this Agreement legal, valid, or otherwise enforceable, such provision will be limited, construed, or severed and deleted from this Agreement, and the remaining portion of such provision and the remaining other provisions hereof will survive, remain in full force and effect, and continue to be binding, and will be interpreted to give effect to the intention of the parties insofar as possible.

(g) Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties and with respect to AKIN, its successors and assigns, and with respect to Applicant, its permitted successors and permitted assigns.

(h) No Third-Party Rights. This Agreement is made solely for the benefit of the parties and does not, and will not, be construed to grant any rights or remedies to any other person or entity other than as expressly provided for in this Agreement.

(i) Construction. This Agreement will be construed as if it was jointly drafted by both parties and may not be construed against either

one.

(j) Written Notice. All "written notice" required or permitted to be given under this Agreement will be delivered to the other party by any of the following methods: (i) hand delivery; (ii) certified U.S. or international mail, return receipt requested, postage prepaid; (iii) reputable overnight courier; (iv) electronic mail; or (v) electronic messaging via AKIN Online. If Applicant gives notice to ARIN, it must use the following address: AKIN, Attention: Financial Services Department, 3635 Concorde Parkway, Suite 200, Chantilly, VA 20151, or the following e-mail address: billing@arin.net. If ARIN provides notice to Applicant, ARIN must use the contact information provided by Applicant to AKIN during the application process or other contact information provided by Applicant in accordance with the terms of this Section. All notices will be deemed received and effective as follows: (i) if by hand-delivery, on the date of delivery; (ii) if by delivery via U.S. mail, on the date of receipt appearing on a return receipt card; (iii) if by overnight courier, on the date receipt is confirmed by such courier service; (iv) if by electronic mail, 24 hours after the message was sent, if no "system error" or other notice of non-delivery is generated; or (v) if by electronic messaging, at the next successful login to ARIN Online by the notified contact.

(k) Force Majeure. Neither party shall be deemed in default hereunder, nor shall either party be responsible for any cessation, interruption, or delay in the performance of its obligations under this Agreement where such failure of performance is the result of any force majeure event, including, but not limited to, earthquake, flood, fire, storm, natural disaster, act of God, civil disturbances, war, terrorism, armed conflict, riots, failure of contractors or subcontractors to perform, labor strike, lockout, boycott, or acts of governmental authorities. In the event a force majeure event extends for a period in excess of thirty (30) days in the aggregate and prevents a party from performing its obligations under this Agreement, that party may, in its discretion, terminate this Agreement immediately upon written notice to the other party.

(l) Governing Law, Jurisdiction, and Venue. This Agreement and the parties' performance under it shall be governed in all respects by, and construed in accordance with, the laws of the United States of America. Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any and all claims, disputes or controversies arising under, out of, or in connection with the Agreement which the parties shall be unable to resolve within thirty (30) days shall be mediated in good faith. The party raising such dispute(s) shall promptly advise the other party of such claim, dispute, or controversy in a writing which describes in detail the nature of such dispute(s). By not later than fifteen (15) business days after recipient has received such notice of dispute(s), each party shall have selected for itself a representative who shall have the authority to conduct negotiations on its behalf, and shall additionally have advised the other party in writing of the name and title of such representative. By not later than thirty (30) business days after such notice of dispute(s), the party against whom the dispute(s) shall be raised shall select a mediation firm and such representatives shall schedule a date with such firm for a non-binding mediation hearing. The parties shall enter into good faith mediation and each party shall bear their own costs. If the representatives of the parties have not been able to resolve the dispute(s) within thirty (30) business days after such mediation hearing, the parties agree to litigate any dispute(s) before the appropriate state or federal court of competent jurisdiction.

Authorized Officer
W. D. Carrington, President
Jefferson County Commission
American Registry

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

Aug-23-2011-668

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and EMC Corporation to provide maintenance for EMC software, hardware and storage disk for the period August 1, 2011 - July 31, 2012 in the amount of \$93,671.56.

CONTRACT NO.: 00002801

Contract Amendment No. 1

This Amendment to Contract entered into the 1st t Day of July, 2011, between Jefferson County, Alabama, hereinafter referred to as "the County, and EMC Corporation, hereinafter referred to as the "Contractor" to provide Maintenance and Support for EMC Software, Hardware and Storage Disk.

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 results from Jefferson County's Request for Bid No. 128-09. The Contract between the parties referenced above, which was approved by the Commission on August 24, 2010; Minute Book: 160; Page 351-353; is hereby amended as follows:

Item 3. Amend Term of Contract: August 1, 2011 - July 31, 2012

The parties further agree that the EMC Maintenance Services Quote No. 1745260-242983, dated 6/27/11, is incorporated herein by reference and attached hereto, as Exhibit A shall be governed by the Terms and Conditions of the Contract.

Item 4. Amend Compensation:

The contractor shall be compensated for the Annual Hardware Maintenance and Software Support a sum of \$ 93,671.56; payment terms are net 30.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Chantal VanLede Lyon

Director, Managing Counsel

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

Aug-23-2011-669

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Unisoft International, Inc., d/b/a Software & Maintenance Management (SMA) to provide maintenance renewal of SMA Job Scheduler that supports the automated processing of the County's Data Center production job runs for the period September 1, 2011 - August 31, 2012 in the amount of \$67,500.

ENTERPRISE SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Software License and Maintenance Agreement (this "Agreement"), entered into and made effective as of the 1st day of September, 2011, (the "Effective Date") is by and between Unisoft International, Inc., d/b/a Software and Management Associates ("SMA") whose office is located at 3939 Glade Valley Drive, Kingwood, Texas, 77339 USA ("Licensor") and Jefferson County Commission whose office is located at 716 Richard Arrington Jr. Blvd. north, Birmingham, AL 35203 ("Licensee").

Ship to:

Jefferson County Commission

716 Richard Arrington Jr. Blvd. North

Room A-700 Courthouse Annex

Birmingham, AL 35203

Bill to:

Jefferson County Commission

Finance Department

Richard Arrington, Jr. Blvd. North

Birmingham, Al. 35203

Product: (see Schedule A, of this Agreement)

OpCon

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 "Product" means the Product delivered to Licensee under this Agreement, as described in Schedule A of this Agreement and incorporated herein by this reference, in whatever form, including but not limited to object form, machine readable or printed form. "Product" includes any modification or update of a Product provided to supplement, enhance or replace such Product. "Product" also includes a Product delivered to Licensee under this Agreement and developed by a third party with whom Licensor has an agreement to act as reseller.

1.2 "CPU" means any discrete processing environment whether a stand alone computer or an individual partition/virtual instance in a complex computer system.

1.3 "SAM" means the Schedule Activity Monitor that resides on the central OpCon server and determines when to submit processes defined in the database. The SAM monitors various dependencies of and between processes and submits processes to each local system where they will run.

1.4 "LSAM" means the Local Schedule Activity Monitor that resides where the process execution will take place and is written in the native language of the platform. The LSAM interfaces with the operating system of the CPU to start, monitor and determine completion status of processes.

1.5 "Support" means the maintenance support services provided by Licensor's trained technicians.

1.6 "Annual License Fee" means the fee paid annually for Product.

1.7 "Regular Business Hours" means 8:00 a.m. through 5:00 p.m., Monday through Friday (Central Time, USA) except holidays listed on Licensor's website www.smausa.com.

1.8 "Test/Development/QA" means environments where Support issues are handled on a 'time available' basis during Regular Business Hours.

1.9 "Production Outage" means those instances involving the Product on production systems (non Test/Development/QA systems) described in Schedule A where: (i) loss of communication occurs to or from an LSAM, (ii) SMA applications managed by SMA Service Manager are non-responsive, (iii) SMA Service Manager will not stay running, (iv) SMA applications/services cannot connect to the database, or (vi) a production process is not running.

2. SCOPE

2.1 This Agreement applies to the non-exclusive, non-transferable license by Licensor to Licensee to use, but not reproduce, distribute or otherwise commercialize a copy of the Product.

2.2 the Product is licensed to the Licensee in object form only and will be installed on Licensee's networked operating systems as described in Schedule A.

3. LICENSE

3.1 Subject to the terms of this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable license (the "License") to use the Product and associated supporting materials on those specific operating systems and location(s) set forth in Schedule A.

3.2 The Licensee will not market, sell, lease, transfer, assign, grant or otherwise commercialize any interest in the License or Product to any third party. A separate license and payment is required for any other operating systems on which the Product will be used, aside from the operating systems for which the Product is licensed under this Agreement. The Licensee will not use the Product on any unlicensed CPU or operating system of Licensee, including those at the location(s) where the Product is installed, or any other location. Licensee shall not use the Product to develop, nor market any conversion utility or aid specific to the Product enabling users to convert from the Product to an alternative software product. Licensee represents, warrants and covenants that it will not undertake any action to attempt to reverse engineer or otherwise circumvent protection of the Product. A breach or default by Licensee of such representations, warranties and covenants will permit Licensor at its sole discretion to cancel all Licenses issued under this Agreement and all other licenses to Licensee of the Product upon ten (10) days written notice of Licensor to Licensee. This remedy shall be in addition to any other remedy that Licensor may seek, legal or equitable, against Licensee for any violation of the terms of the License or any other terms of this Agreement.

3.3 Licensee is restricted to the number and location(s) of Product Licenses as defined in Schedule A.

4. FEES AND PAYMENT

4.1 The consideration for the License(s) and Support is identified and set out in Schedule A under this Agreement. Licensor's wire instructions and payment address will be identified on all invoices to Licensee, and all charges and fees are due and payable within thirty (30) days of any invoice issued by Licensor to Licensee. Except as otherwise set out in this Agreement, this consideration is a five (5) year limited enterprise license annual fee for the Product covered by this Agreement and additional fees shall apply for other operating systems or number of licenses above the amount specified in Schedule A.

5. INDEMNITY

5.1 Licensor agrees to indemnify, hold harmless and defend Licensee against any claim or legal action against Licensee for actions based on infringement of a United States patent, copyright, servicemark or trademark, but only to the extent such claim arises out of the use of the Product under the permitted terms and conditions specified herein, and provided further that Licensor is notified promptly in writing of any such claim or suit, Licensee permits Licensor to defend such suit, Licensee gives Licensor all available information and provides reasonable assistance in such lawsuit, and provided further that Licensee has not altered, modified, converted or reverse engineered the Product or otherwise used the Product in violation of this Agreement (individually or collectively, "Unauthorized Uses"). Except for Unauthorized Uses, for which Licensor has no responsibility to Licensee, if Licensee is enjoined by judicial order from using Product due to any suit of infringement, Licensor shall, at Licensor's sole determination (i) modify the Product or procure applicable license agreements such that it becomes non-infringing; (ii) replace the Product with a substitute product with substantially the same functionality that is non-infringing; or (iii) refund a prorated portion of applicable License and Support fees, which amount shall be calculated by multiplying the fees paid by a fraction whose denominator is [90] days and whose numerator is [90] minus the number of days the Product has been installed. If the Product has been installed for greater than [90] days, no refund is due to Licensee and Licensor has no further liability to Licensee. The foregoing states the entire liability of Licensor to Licensee with respect to infringement of any patent, copyright, service mark or trademark.

Licensor's liability under this paragraph shall not exceed the total amount paid by Licensee to Licensor under this Agreement.

6. WARRANTY OF PRODUCT

6.1 Licensor warrants that at the time of delivery it has all right, title and interest in or right to license any third party Product to Licensee. Licensor further warrants that at the time of delivery the Product will substantially perform as specified in the product documentation and supporting materials. The extent of Licensor's liability under this warranty is limited to the repair or replacement of defective items in the Product, at the sole option of Licensor, which Licensor determines to be necessary after receipt of reasonable written notice from Licensee and inspection of the Product by Licensor. This warranty does not apply if: (i) the Product is not used in accordance with Licensor's instructions, (ii) Licensee has engaged in Unauthorized Uses, (iii) any equipment of or supplied by Licensee malfunctions, or (iv) any other cause which is not attributable to Licensor. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES.

7. LIMITATION OF REMEDY AND OF LIABILITY

7.1 Licensor shall not be liable in contract, warranty, tort, or otherwise, to Licensee or any other person claiming through Licensee, for any consequential or incidental, indirect or special damages arising from loss of profits or business or otherwise, whether caused by defect, negligence, breach of warranty, delay in delivery or otherwise. Licensor's entire liability and Licensee's entire remedy, exclusive of any remedies Licensee may have for Licensor's gross negligence or willful misconduct, shall be, at Licensor's option, either: (i) return of the License or Support fee paid, or (ii) repair or replacement of the Product that does not meet Licensor's limited warranty and that is returned to Licensor with a copy of Licensee's receipt.

8. PROTECTION AND SECURITY

8.1 Licensee acknowledges the valuable and confidential nature of the Product and supporting materials, and that Licensor's trade secrets are contained and embodied therein. Licensee will maintain the confidentiality thereof and will not disclose, provide or otherwise make available to any other person or entity for any purpose the Product or supporting materials in any form without the prior written consent of Licensor. This provision will survive termination of this Agreement for any reason.

8.2 Licensor may adopt from time to time such mechanical or electronic methods as Licensor deems necessary to control the unauthorized use or distribution of Licensor's Product, associated documentation or supporting material, and have same incorporated into the Product. Licensor is not liable for any damage or liability resulting therefrom.

9. COPIES

9.1 Licensee agrees not to print, reproduce or copy in any form, in whole or in part, any Product or supporting materials, except as is necessary for its own internal use and for backup in connection with the CPUs) for which the Product is licensed under this Agreement.

9.2 All copies made by Licensee in any form as may be permitted by this Section will be subject to this Agreement and will be the sole and exclusive property of Licensor.

9.3 All copies of the Product as permitted by this Section must remain in the custody and control of Licensee at the location(s) for which the Product is licensed under this Agreement.

10. SUPPORT SERVICES

10.1 Licensor agrees to provide Support to Licensee as follows: (i) Licensor will provide such services as necessary to cause the Product to perform in accordance with Licensor's current published Product specifications, (ii) Licensor will provide such improvements, enhancements, extensions and other changes to the Product as are determined by Licensor to be suitable to the uses made of the Product by Licensee, and (iii) Licensor will provide updates for the Product as required to cause the Product to operate under new versions of Licensee's operating system provided such updates are technically feasible as determined in Licensor's sole discretion. If technically feasible, updates for the Product will be provided within six (6) months of commercial availability of the new version of the operating system in the country in which Licensee's Product is installed.

10.2 Licensor's Support technicians are available for Support in accordance with the following terms. Support for Production Outages is available twenty four (24) hours a day seven (7) days a week. Limited Support for LSAM upgrades is available during Regular Business Hours, with advance notice required for after hours or weekend LSAM upgrade Support. Full release upgrade support is available through Licensor's trained consultants at the hourly rate specified in Schedule A; plus travel and living expenses. Training clarifications and documentation questions are answered during Regular Business Hours. Licensor will provide Support to Licensee through trained technicians located in the United States or Licensee's country or continent in which the Product is installed. All technical communication will be in English and, if available as part of the regular staff of Licensor, Licensee's native language.

10.3 Support will be provided by Licensor only for supported releases of the Product, defined as the current release and the last previous release. Support may but need not be provided if Licensee has modified the Product or failed to install the latest release, or last previous release of the Product. Licensor's obligation to provide Support extends only for the version of the operating system and hardware on which the Product was originally installed. In the event Licensee intends to upgrade the operating system or hardware on which Product is installed,

and notifies Licensor of such intent, Licensor will, subject to Paragraph 10.1(iii) above, provide Support provided that Licensee has complied with Paragraph 3.3 and Paragraph 3.4 of this Agreement as applicable and is not in breach of this Agreement.

10.4 Virtual environments add another level of complexity to resolving issues. Multiple products exist that can create virtual environments, yet not all have the same level of transparency. Not all virtual software is supported by Microsoft and each has its own unique performance issues. Licensee acknowledges that creating more than one environment on a CPU will likely degrade performance, potentially mask the true cause of some issues and may delay or negate the ability of Licensor's trained technicians to determine the root cause of an issue. Licensee is responsible for providing visibility of the CPU utilization of both the host OS and the total overall virtual environments either through provided tools or add-on software tools. This is required to facilitate troubleshooting Product issues when the Product or SQL Server is installed on a CPU where virtual environments are being used.

10.5 In the event of loss or destruction of the Licensee's licensed Product, and upon written confirmation of such from Licensee to Licensor, Licensor will replace the Product free of charge. If Licensor is required to provide onsite assistance to address such event, Licensee shall pay Licensor's then current standard commercial consulting rates, plus travel and living expenses. Further, as applicable, Licensee shall at its expense provide all assistance to obtain visas and provide transportation to the site where the Product is to be installed.

11. SUPPORT CHARGES

11.1 Licensee will be entitled to Support as described in Paragraph 10.1, subparagraphs (i) and (ii) above following the Effective Date of this Agreement provided Licensee has remitted full payment to Licensor for Product as set out in Schedule A. For each year thereafter, Licensor will provide Support as provided in Section 10 above, provided Licensee pays Licensor in advance the Annual License Fee then in effect or Licensee is current in payment of any agreed-to installment payments of such charges.

11.2 For each subsequent year, Licensor's obligation to provide Support and Licensee's obligation to pay Annual License Fee then in effect shall be renewed on the annual Support expiration date at Licensee's request, unless Licensor or Licensee has given the other at least sixty (60) days prior written notice canceling Licensor's Support. The Annual License Fee is referenced in Schedule A, subject to annual escalation not greater than three (3) percent per annum of the Annual License Fee for the previous year. The method of payment to Licensor for Product or Support shall be by Licensee's company check or electronic transfer and will be payable in the currency reflected in Schedule A of this Agreement or in Licensor's invoice to Licensee. Licensor's wire instructions and payment address will be identified on all invoices to Licensee and all charges and fees are due and payable within thirty (30) days of such invoice issuance by Licensor to Licensee. In the event Licensee fails to remit payment for annual Support renewal by the later of the annual Support expiration date or thirty (30) days from receipt of an invoice for such renewal, Licensee's right to Support and all other training and software supply will lapse. If Licensee fails to cure by remitting payment of the Annual Support Charge within 15 days of any such lapse, a reinstatement service fee equal to twenty-five (25) percent of the then current Annual Support Charge will be assessed in addition to payment of the Annual Support Charge to reinstate Support. If Support has lapsed for a period greater than one year, the Annual Support Charge will be the sum of the Annual Support Charges for each year during which Support lapsed (including annual escalation), plus the Annual Support Charge for the current year, and the reinstatement service fee. Any right of cure is subject to Licensor's ability, in its sole discretion, to provide Support after lapse.

12. TAXES

12.1 The financial obligation for payment of all sales tax, use tax, value-added tax, foreign, state or federal taxes, and any other taxes in any form, offsets, withholding or currency control associated with Licensor's Product listed in Schedule A of this Agreement, and all subsequent Annual Support Charges, shall reside solely with, and be the financial responsibility of the Licensee, excluding taxes based on Licensor's income. Domestic sales and use taxes will be included on invoices where applicable.

13. TERM AND TERMINATION

13.1 The term of this Agreement and Licensee's obligations hereunder commences on the earlier of the installation of Product at Licensee's business site or the Effective Date of this Agreement, and will remain in force and effect until September 30, 2016 or until terminated by Licensor or Licensee as provided in Paragraph 11.2 above, or Paragraph 13.2 below, and applies to all Products now, or in the future delivered by Licensor to Licensee. Notwithstanding the foregoing, Sections five (5), six (6), seven (7), eight (8) and nine (9) shall survive any termination of this Agreement and continue in full force and effect.

13.2 Licensor is entitled to terminate this Agreement in the event Licensee violates its terms, upon delivery of written notice to Licensee. Upon receipt of notice of termination, Licensee will within [ten (10) days] of receipt, deliver all copies of the Product and related materials. Upon delivery of the Product and related materials by Licensee, Licensor will reimburse to Licensee any advance or prepaid Support fees it has received for the period from the date of termination through the end of the current Support term.

13.3 Licensee may without cause and without prejudice to any other right to the Licensee here conveyed, terminate this agreement upon sixty (60) days written notice to Licensor. Upon such notification Licensee has the option of reinstating the previous agreement of 26 December, 2000 with such maintenance payments as shall then be due.

14. OPERATING ENVIRONMENT

14.1 Licensor assumes no responsibility for the Licensee's operating environment in which the Product is to function, and Licensee will

comply with all Product specifications supplied by Licensor with respect to the Product's interface with such environment.

15. FORCE MAJEURE

15.1 Licensor will not be liable for its failure to perform under this Agreement, in whole or in part, due to contingencies beyond its reasonable control (a "Force Majeure") whether directly or indirectly, including but not limited to, fire, explosion, strike, freight embargo, act of God or of war, civil disturbance, act of any government, de jure or de facto, or any agency or official thereof, labor shortage, transportation contingencies, server weather, default of manufacturer or supplier as a subcontractor, quarantine or restriction, epidemic or catastrophe, lack of timely instructions or essential information from Licensee or any other third party, or other conditions beyond the control of Licensor.

16. GENERAL

16.1 Any notice under this Agreement must be in writing and becomes effective when actually delivered or when deposited in the mail, registered or certified, prepaid, addressed to the parties at the address stated in this Agreement or such other address as either party may designate by written notice to the other.

16.2 Failure of either party to insist on strict performance of any term or provision of this Agreement will not be construed as a waiver of the right to assert or rely upon any such term or condition at a future time.

16.3 The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

16.4 This Agreement and the parties' obligations hereunder will be governed, construed and enforced in accordance with the laws of the State of Alabama, USA, without regard to its conflicts of laws principles. The parties agree that the federal and/or state district courts of State of Alabama, County of Jefferson, shall have sole and exclusive jurisdiction and venue with regard to interpretation and enforcement of this Agreement or any other dispute arising between the parties. Licensee further agrees and irrevocably waives any right to challenge, dismiss or transfer any legal action based on consideration of venue or jurisdiction.

16.5 Licensor has the right to assign this Agreement, upon forty-five (45) days written notice to Licensee, either specifically or as part of a general assignment of the rights or obligations herein or any portion thereof, to any other entity at any time in its sole discretion, provided that such assignee assumes all obligations of Licensor set forth hereunder. Upon Licensor's written notice of assignment, Licensee will substitute the assignee for Licensor in this Agreement and releases Licensor from its obligations hereunder. Licensee is permitted to assign this Agreement without incurring a Transfer Fee only in its entirety to any entity assuming control of or merging with Licensee.

16.6 This Agreement constitutes the entire agreement and understanding between the parties and supersedes all previous communications, representations or agreements, oral or written, relating to the subject matter herein. No representations or statements of any kind that are not stated herein are binding upon Licensor, including without limitation any terms or conditions set forth on a purchase order form or other instrument provided by Licensee, regardless of acceptance of such form by Licensor. No course of dealing, or usage of trade, or course of performance, will be relevant to explain or supplement any terms expressed in this Agreement. Any amendment to this Agreement must be in a written agreement signed by both parties which expressly references this Agreement and the mutual intention of the parties to modify or amend its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

LICENSOR
UNISOFT INTERNATIONAL, INC.

LICENSEE
JEFFERSON COUNTY COMMISSION
W. D. Carrington, President

SCHEDULE A

Licensee: Jefferson County Commission

Item Nbr	Description	Qty	Unit Amount	Total Contract Value in USD
1	OpCon Limited Site License includes: 1 each SAM for Production, Failover, Test and Development Unlimited Graphical User Interfaces 4 MCP LSAMs 50 Windows/ Unix/SAP LSAMs 1 week on-site consulting services annually Software Subtotal	1	65,000.00	\$ 65,000.00
	Software Total			65,000.00
2	Provide Training and WFL Conversion Assistance in industry-leading automation solutions		Included	
3	Assist Licensee in development of "On Request" jobs with industry leading automation solutions		Included	
4	Additional week of consulting services (First year) Additional Consulting Services (\$250/hr)	1 TBD	2,500.00	\$ 2,500.00

Non-labor expenditures include all travel and living expenses directly attributable to performance of services by SMA. Non-labor expenditures will be invoiced on a direct cost basis, without markup

Total \$ 67,500.00

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

Stephens, Brown, Bowman and Carrington.

Aug-23-2011-670

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim of Attorney David Wininger, on behalf of his client, Paulette Kelly is hereby denied.

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

Aug-23-2011-671

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Milton Lee is hereby denied.

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

Aug-23-2011-672

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim of Attorney Stephen Norris, on behalf of his client, Angela Gates is hereby denied.

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

Aug-23-2011-673

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, is hereby authorized to execute the attached Settlement Agreement for the purpose of settling the lawsuit styled Jefferson County v. Health Assurance, LLC, in the United States District Court for the Northern District of Alabama Case No. 2:10-CV-2572KOB.

SETTLEMENT AGREEMENT

WHEREAS, Jefferson County, Alabama, the Jefferson County Commission and Cooper Green Mercy Hospital (collectively "Jefferson County") filed a Complaint for breach of contract and unjust enrichment in the lawsuit styled Jefferson County v. Health Assurance, LLC, in the United States District Court for the Northern District of Alabama Case No. 2:10-CV-2572-KOB ("Lawsuit") against Health Assurance, LLC ("Health Assurance") seeking payment for services rendered to individuals in the custody of the Jefferson County Sheriff pursuant to a contract entered into March 1, 2009, between Jefferson County and Health Assurance, and subsequently amended by the parties incorporated herein by reference.

WHEREAS, Health Assurance disputes the allegations of the Lawsuit.

WHEREAS, notwithstanding their differences and contentions, Jefferson County and Health Assurance believe that it is in their respective best interest to settle all claims that formed the basis of the Lawsuit.

NOW THEREFORE, in order to amicably resolve the litigation between the parties, Health Assurance covenants, agree and contracts to pay Jefferson County a total of Four Hundred Twenty-Nine Thousand Two Hundred Four and 74/100 Dollars (\$429,204.74) according to the payment plan set forth as follows:

1. Initial down payment of One Hundred Thousand and 00/100 Dollars (\$100,000) upon execution of this agreement by all parties;
2. Thirteen (13) consecutive monthly payments of Twenty-Five Thousand and 00/100 Dollars (\$25,000) paid on or before the fifteenth (15th) of each month beginning September 15, 2011 through September 15, 2012; and

3. A final payment of Four Thousand Two Hundred Four and 74/100 Dollars (\$4,204.74) paid on or before October 15, 2012.

In the event that Health Assurance defaults in the payment of any of the said installments when due as herein provided, time being of the essence hereof, Jefferson County may, without notice or demand, declare the entire principal sum then unpaid immediately due and payable.

Jefferson County and Health Assurance agree that the agreement to make the installment payments herein described forms a valid and binding contract between the parties hereto, and stipulate that all elements to create a valid binding contract exist.

Except for the obligation of Health Assurance to make the aforementioned payments in a timely fashion, Jefferson County, its successors, assigns, departments and/or affiliates, as well as employees, partners, citizens, and agents and/or any other successor in interest, hereby releases, acquits and forever discharges Health Assurance, each of its successors, assigns, subsidiaries, and/or affiliates, as well as its officers, directors, employees, partners, shareholders, subcontractors and agents and/or any other successor in interest, from any actual claims, demands, causes of action, damages, costs, expenses, fees, suits, debts, sums of money accounts, bonds, bills, contracts, covenants, controversies, variance, judgments, obligations and other liabilities of every sort and description that was asserted against Health Assurance regarding the allegations in the Lawsuit.

Jefferson County will dismiss with prejudice the pending Lawsuit styled Jefferson County v. Health Assurance, LLC, in the United States District Court for the Northern District of Alabama Case No. 2:10-CV-2572-KOB within five days after execution of this Agreement.

Jefferson County and Health Assurance acknowledge and agree that this Agreement constitutes the entire agreement of the parties to the Civil Action relating to the matters contained herein and supersedes all other agreements between them, whether oral or written. Jefferson County and Health Assurance further acknowledge and agree that this Agreement may be modified or amended only by written instrument duly executed by Jefferson County and Health Assurance.

Jefferson County and Health Assurance expressly warrant and represent that (a) before executing this Agreement, each was fully informed by its attorney(s) of the terms, contents, conditions and effects of this Agreement; (b) Jefferson County and Health Assurance have relied solely on their judgment in executing this Agreement; and (c) Jefferson County and Health Assurance have had the opportunity to seek and obtain the advice of counsel before entering into this Agreement.

Jefferson County and Health Assurance represent and warrant that they are the sole and absolute legal and equitable owners of the claims covered by this Agreement; that the claims have not been assigned or transferred or disposed of in fact, by operation of law or in any manner whatsoever; and that they have the full right and power to execute and deliver this Agreement.

The individuals executing below agree and represent that he/she has the collective authority to bind to the terms of this Agreement all of the Defendants in the Civil Action.

IN WITNESS WHEREOF, Health Assurance, LLC has executed this Agreement on this the _____ day of _____, 2011.

JEFFERSON COUNTY, ALABAMA

HEALTH ASSURANCE, LLC

W. D. Carrington, President

Jefferson County Commission

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

Aug-23-2011-674

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute agreements between Jefferson County, Alabama and the following school/colleges/universities for Cooper Green Mercy Hospital to provide clinical education to students. These are no cost agreements.

- (a) Herzing University - LPN students
- (b) Herzing University - RN students
- (c) Virginia College - medical billing & coding students/healthcare reimbursement students
- (d) Virginia College - Diagnostic Medical Sonography students
- (e) Virginia College - Surgical Technician students
- (f) Jefferson State Community College - Physical Therapist Assistant students
- (g) Jefferson State Community College - Radiologic Technology students
- (h) Jefferson State Community College - nursing students
- (i) Jefferson State Community College - Medical Laboratory Technician students
- (j) Samford University - Ida V. Moffett School of Nursing - graduate & undergraduate nursing students
- (k) Samford University - McWhorter School of Pharmacy students

- (l) Oakwood University - Dietitian students
- (m) Tri-State Institute - medical billing & coding students
- (n) Tri-State Institute - nursing students
- (o) Alabama State University - Physical Therapy students

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

Aug-23-2011-675

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital and Johnson & Johnson for participation in their patient assistance program which provides for free replacement of qualified drugs from the manufacturer if the patient does not have insurance coverage. No additional funds are being requested for the purchase of any drug and no funds need to be pre-committed.

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

Aug-23-2011-676

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Viviant Solutions Internet Dashboard to provide maintenance, support and license subscription for the period June 12, 2011 - June 11, 2012 in the amount of \$1,599.

CONTRACT: 00002825

MAINTENANCE AND SOFTWARE SUPPORT CONTRACT

THIS AGREEMENT entered into this 6th July 2011, by and between JEFFERSON COUNTY ALABAMA d/b/a COOPER MERCY HOSPITAL hereinafter called "the County", and VIVANT SOLUTIONS INTRANET DASHBOARD called "the Contractor". The effective date of this agreement shall be June 12, 2011.

WHEREAS, the County desires to contract for maintenance and software support for the Jefferson County Commission, hereinafter called "the Commission": and

WHEREAS, the Contractor desires to furnish said maintenance and software support 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 maintenance and software support services hereinafter set forth.
2. **SCOPE OF SERVICES:** 'Ibis contract results from Cooper Green Mercy Hospital's request for Annual Intranet Dashboard maintenance support and license renewal. The contract describes the scope of services called for and the response contains the statements and representations of the Contractor, thereto. The Invoice #I 1-1834 description response from VIVANT SOLUTIONS LLC D/B/A INTRANET DASHBOARD constitutes essential components of this Contract and is adopted herein by reference. This invoice# 11-1834 referenced and this contract documents constitute the entire agreement between the parties. The Scope of Services is as follows:

DESCRIPTION	QTY	TOTAL AMOUNT
Yearly Intranet DASHBOARD Maintenance, Support & License Renewal includes all upcoming patches and new versions for the valid period. 7 (Seven) hours of technical e-mail support is included. Contract period: June 12, 2011 -June 11, 2012	1	1,599.00

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render maintenance and software support to the Cooper Green Mercy Hospital at any time after the effective date of this Contract. The Contract term expires on June 11, 2012, with the option to renew for a period of up to two (2) additional one (1) year terms.

4. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials 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 the 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
5. **COMPENSATION:** The Contractor shall be compensated for the annual software maintenance and support a sum of \$1,599.00; payment terms are Net 30.
6. **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.
7. **NON-DISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
8. **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.
9. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
10. **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 rated 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.
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. **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.
13. **COUNTY FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement
14. **ASSUMPTION OF RISK, HOLD HARMLESS INDEMNIFICATION:** Contractor acknowledges that Contractor, Contractor's agent and Contractor's employees are not agents or employees of Hospital for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Hospital. Contractor shall not represent itself to any third party as an agent or employee of Hospital. Each party agrees to indemnify and hold harmless the other Party (to the extent allowed under applicable law and liability coverage) from and against any and all claims, loss, damages, liability, costs, expenses, judgments or obligations resulting from the negligent act, failure to act or willful misconduct of the indemnifying Party, its employees, partners, officers or agents.
15. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama.
16. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign)

any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

17. 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

COOPER GREEN MERCY HOSPITAL
Dr. Sandral Hullett, MD
CEO/Medical Director

JEFFERSON COUNTY, ALABAMA
W. D. Carrington, President
Jefferson County Commission
VIVIAN SOLUTIONS LLC DB/A
INTRANET DASHBOARD

WITNESSES:

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

Aug-23-2011-677

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and CareFusion Solutions, LLC to provide to Cooper Green Mercy Hospital MedMined services, an infection control tracking system to identify patients that acquire hospital infections in the amount of \$19,999.92. Also, an incentive from Blue Cross Blue Shield for reimbursement.

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

Aug-23-2011-678

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and CareFusion Solutions, LLC to provide Pyxis machine interface to the Open Vista/Medsphere project at Cooper Green Mercy Hospital in the amount of \$37,500.

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

Aug-23-2011-679

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and The Board of Trustees of The University of Alabama for The University of Alabama at Birmingham (UAB) Critical Care Transport to provide transportation of patients between Cooper Green Mercy Hospital and UAB Hospital in ambulance staffed by either a nurse or respiratory therapist and physician in the amount of \$19,000.

The University of Alabama at Birmingham
FEE-FOR-SERVICE AGREEMENT

This Fee-for-Service Agreement is by and between The Board of Trustees of The University of Alabama for The University of Alabama at Birmingham ("University") and Jefferson County Commission d/b/a Cooper Green Mercy Hospital ("CGH"), and is subject to the terms and conditions set form herein below.

ARTICLE I: STATEMENT OF WORK. By entering into this Agreement, University agrees to perform the scope of work outlined in Attachment A. (Attachment A & B on file in the Minute Clerk's office)

ARTICLE II: PAYMENT FOR WORK. CGH will pay the University for the Work performed, based on the Fee Schedule detailed in Attachment B, which is incorporated into and made a part of this Agreement.

ARTICLE III: PAYMENT SCHEDULE. CGH shall make payment(s) to the University for Work performed, within (30) days of receipt of invoice.

ARTICLE IV: PERIOD OF PERFORMANCE. The term of this Agreement shall begin on the date the contract is signed by the Jefferson County Commission President. The contract term ends Sept 30, 2011 and may be renewed at the County's option for two additional years.

ARTICLE V: TERMINATION FOR CONVENIENCE.

Upon Thirty (30) days written notice to 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 acceptable work executed in accordance with the Agreement prior to the effect 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.

ARTICLE VI: Assumption of Risk

Contractor acknowledges that Contractor, Contractor's agents, and Contractor's employees are not agents or employees of Hospital for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Hospital. Contractor shall not represent itself to any third party as an agent or employee of Hospital.

ARTICLE VII: NOTICES. Any notices required or permitted by this Agreement shall be in writing and shall be delivered by hand, by facsimile, or by United States mail. postage prepaid to:

UAB - UNIVERSITY CONTRACTS
ADMINISTRATION BUILDING 620 E
1530 3RD AVE S
BIRMINGHAM, AL 35294-0106

ARTICLE VIII: FEDERAL HEALTHCARE PARTICIPATION CERTIFICATION. University and CGH represent and warrant that they and any of their directors, officers, employees, or agents providing services under this Agreement: (a) are not "sanctioned persons" under any federal or state program or law; (b) have not been listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (c) have not been listed on the General Services Administration's List of Parties Excluded individuals or entities; (d) have not been listed on the General Services Administration's List of Parties Excluded from Federal Programs; and (e) have not been convicted of a criminal offense related to health care. University and CGH shall immediately notify the other in the event that they are no longer able to make such representations, and the other party may upon five (5) business day's written notice terminate this Agreement.

ARTICLE IX: Governing Law

The parties agree the that this contract is made and entered into in Jefferson County, Alabama and that all services, materials 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 the laws of the State of Alabama.

ARTICLE XI: LIABILITY. University and CGH shall each be responsible for any and all liability resulting from the acts and/or omissions of their respective employees, officers, directors, agents and contractors. Neither party shall be liable for any liability resulting from the acts and/or omissions of the other party's employees, officers, directors, agents and contractors. University is not authorized to and does not indemnify, hold harmless, and cannot defend CGH or any third party for any liability that may result from activities under this Agreement.

ARTICLE XII: ENTIRE AGREEMENT MODIFICATIONS. This Agreement supersedes all prior agreements, written or oral, between University and CGH and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by University and CGH.

ARTICLE XIII: NON-ASSIGNMENT. UAB may not assign the services furnished under this Agreement to any third party without the prior written permission of CGH.

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ALABAMA
For THE UNIVERSITY OF ALABAMA
AT BIRMINGHAM

Patricia Raczynski
Associate Vice President for Financial Affairs

Cooper Green Mercy Hospital
Sandra Hullett, MD
Title: CEO/ Medical Director
Jefferson County, Alabama
W. D. Carrington, President
Jefferson County Commission

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

Thereupon the Commission Meeting was adjourned to meet Tuesday, September 13, 2011, at 9:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk